

MEMORANDUM OF AGREEMENT

Between

DOW JONES & COMPANY

And

IAPE TNG/IAPE/CWA LOCAL 1096

for a new collective bargaining agreement effective through June 30, 2022

November 4, 2019

The parties to a collective bargaining agreement effective from July 1, 2016 to June 30, 2019 hereby agree to extend that contract through June 30, 2022, with the modifications specified in this Memorandum of Agreement. All other terms of the expired contract remain unchanged, except as specified herein or as such terms must be modified in order to conform to this Agreement.

Contract Modifications

1. Wage Increases (Art. IV). Compensatory Increase:

Retroactive to 7/1/19 - 2% + \$700 gross lump sum ratification bonus for full-time Employees. (pro rata payments to part-time employees based on 14-week average hours.) Retroactive pay and lump sum bonus payments will be made to all Employees who are eligible for the 7/1/19 wage increase (hired before May 1, 2019) and who are active on payroll as of the ratification of this Agreement.

Year 2 (7/1/20) – 2.25% + 0.50% “target” lump sum (calculated on base wage as of 6/30/20) paid as follows: The lump sum will track the funding level of the Company’s management bonus (“AIP”) plan, as determined by the Company, from 0% to 200%. For example, funding of the AIP at 90% would result in a lump sum of 0.45%. Funding at 110% would result in a lump sum of 0.55%.

Year 3 (7/1/21) – 2.50% + 0.50% “target” lump sum (calculated on base wage as of 6/30/21) paid as described above.

Maintain current contract language re: “salary guidance:” as of the salary increases scheduled for 7/1/20 and 7/1/21, if the corporate salary “guidance” for non-union employees is higher than the minimum compensatory increase percentage, the scheduled percentage increase will be increased to match the corporate guidance. Any

such increase to the compensatory percentage increase made as a result of the higher corporate guidance will reduce the amount of any scheduled lump sum payment by the same additional percentage. (e.g., if the schedule percentage increase is 2.25, plus a target lump sum of 0.5%, and the salary guidance for that year is for 2.5%, the compensatory percentage increase shall increase to 2.5% and the target lump sum shall be reduced to .25%).

2. **COLA.** Modify current COLA as follows:

- A. **Update COLA application dates** to 7/1/20 and 7/1/21 compensatory increases.
- B. **Add to contract explanation about how the lump sum payments interact with the COLA calculation as follows.** “**Effect of lump sum payments.** Lump sums paid in any year of the contract, and any “guidance” adjustments to the percentage increase, shall be added to the minimum percentage increase to establish the contract’s effective percentage. The COLA trigger is .25% above the effective contract percentage. (E.g., in a year when the minimum percentage is 2.25% and there is a target lump sum of 0.5%, the effective contract percentage is 2.75% and the trigger for COLA application would be 0.25% above 2.75% (3.00%). The effective contract percentage will be adjusted up or down based on the actual lump sum payment amount if the AIP funding for that year is higher or lower than 100%.

If a COLA adjustment is triggered, the amount of the triggered adjustment will be added to the compensatory percentage. Example: For the increase scheduled for 7/1/21, if there is no guidance adjustment and the AIP is funded at 100%, the COLA trigger will be 3.25. If the actual CPI increase is 3.35, then the COLA adjustment (.35) will be added to the compensatory percentage (2.5) making the compensatory percentage 2.85, and the 0.5% lump sum will be paid on top of the 2.85% minimum increase, for a total effective wage increase of 3.35%.

[the following paragraph will not be included in the CBA document]

Example #2: For the increase scheduled for 7/1/20, if there is an adjustment to the minimum increase caused by a higher corporate guidance, making the minimum compensatory percentage 2.5%, and reducing the lump sum payment to 0.25%, and if the AIP plan is funded at 100%, the COLA trigger would be unchanged at 3.00% (the percentage increase of 2.5% plus the lump sum of 0.25% = 2.75%, and the trigger is 0.25% higher). If the actual CPI increase for calendar year 2019 is 2.9%, there would be no COLA adjustment because the trigger is not met.

- 3. **Shift Differential (III(G))** - increase to \$140/wk [increase of \$20 per week] Effective upon ratification, but not retroactive.
- 4. **Stand-By Pay (III(I))** -- increase by \$20 per week (from current \$185 for overtime eligible employees to \$205/wk, and for overtime exempt employees from \$225 to \$245/wk effective upon ratification (but not retroactive). Increase for both overtime exempt and non-exempt employees by an additional \$10 per week effective July 1, 2021

(the last year of the contract). Daily and weekend rates will be increased proportionally {chart attached below}.

5. **Scale Increases**. Increase scales by ½ of the compensatory increase percentage each year (except for IT scales and Reporter scales, which are being specifically adjusted and which will have no additional increases for FY20, but which will be subject to the general scale increase effective 7/1/20). Effective and retroactive to 7/1/19 = 1% (except as noted above). Effective 7/1/20 = 1.125%. Effective 7/1/21 = 1.25%.
6. **Minimum increase (IV(C))**. Fix minimum increase at the compensatory percentage based on a base salary of \$1000/wk. Employees earning less than \$1000 per week will receive the minimum. Effective and retroactive to 7/1/19 increase = \$20. Effective 7/1/20 = \$22.50. Effective 7/1/21 = \$25.00.
7. **Card Checks (I(A))**. add “either through representation cards or representation election, at the Union’s discretion,” subject to the Side Letter specifying the procedure to be used in the case of a union-requested card check. {see text of Side Letter, attached}
8. **Excluded Personnel (I(B))**. Update paragraph as provided in the attached language. {see text of revised paragraphs attached}
9. **Overtime (Art. II(F))**. Change “assigned” to “worked.” [If overtime is worked, it shall be paid for in intervals of fifteen (15) minutes.]
10. **Comp Time (Art. II(H) {renumbered -- was G})** Revisions to eliminate Premium Pay and provide for streamlined cash-out process for Comp Time. {see language attached}.
11. **Travel Time (Art. II(I) {renumbered -- was H}** – Agree to change “may” to “will.” Delete reference to Premium Pay.
12. **Change of Schedules (III-H)**. Replace current paragraph. New paragraph provides for increase the notice period to one month for a full-time employee whose shift schedule is being indefinitely altered by one hour or more. (Currently 14 days). {see language attached}
13. **Change of Address. III(A)(3)**. The Company will include Employees’ home addresses as part of its quarterly data to the union.
14. **Qualification for Shift Differential in calculation of vacation, leave, and severance pay. (III(G))** Change current language to provide that qualification is based on receipt of shift differential in 14 of the prior 16 weeks.
15. **Call-out while on stand-by. (III(I)(5))**: Modify Article III, Section I(5) (stand-by pay) to clarify that the 2 hour minimum applies only to employees who are required to leave home. Add that overtime exempt employees who are called out will receive 2 hours of Comp Time if the call does not otherwise qualify for Comp Time. {Language attached}
16. **Exceptions to Eligibility for Compensatory Increase. (IV(F)(1))**. Clarify that employees who receive a promotion or transfer to another unit job after May 1 still qualify for the July 1 increase. “It is understood this exception shall not apply to Employees who are promoted or change assignments within the bargaining unit after May 1.”
17. **Transfers (Article V)** Revise current Article V to incorporate new language regarding transferred jobs. {Language below}
18. **Telecommuters – decision and reporting time (VI(L)(1))** When a telecommuter must relocate in order to exercise seniority rights, the Employee will have 30 days to decide

whether to accept the transfer, and then 60 days to report to the new location, except as may be arranged otherwise by mutual agreement. {language attached}

19. **Extension of layoff date.** (VI(C)(3)) – delete the limitation on the paragraph re: layoff extensions and vesting of right to severance, making the paragraph applicable to any layoff – delete ~~“Where an employee is laid off due to outsourcing.”~~
20. **Definition of Department** (VI(K)) – delete “(or worked) at the time of the reduction in force or his or her layoff.”
21. **Seniority (Possible and Practicable)** (VI(F)(1)). Move seniority language from bottom to top of the paragraph, add “which means among other things that” before “the rule of seniority.” {See attached revised paragraph (subject to re-numbering)}.
22. **Rehire Priority.** (VI(J)). add a period of 30-days after separation date during which laid-off employees will have priority over non-employees for any job opening for which they are qualified, provided their performance at the time of separation was satisfactory. Eligible employees must apply for open positions and must indicate their status as an employee eligible to receive priority. {also add same language to Art. XXII(D) under job posting.
23. **References to layoffs and eligibility for severance.** (VII(A)). Conform references to eligibility for severance pay that define the circumstances when Employees qualify for layoff benefits (including severance pay), in all subsequent references (except where benefits are intended to be different), the eligibility will be referenced as “if eligible for Severance Pay . . .” Modify Art. VII(A) as follows:
 - A. “In the event of a layoff, including the dismissal of an Employee resulting from:
 - a decision by the Company to reduce the size of its staff (including reductions resulting from the transfer of work to a different Department or Location), or
 - elimination of a job function, or
 - an Employee’s refusal to relocate pursuant to Article V, or
 - the outsourcing of work, or
 - replacing a job function with new technology (“automation”),the Company agrees that such Employee shall be paid a sum of money (“Severance Pay”) determined on the following basis:”

24. **Release of Claims** (VII(C)(1)). Modify the current paragraph as follows: As a condition of receiving severance benefits provided for anywhere in this Agreement, the Employee must execute a general Release of claims against the Company (the “Release”). The Union will retain all rights to file grievances and proceed to arbitration on behalf of the Employee according to the terms of ~~the contract this Agreement~~ regarding any claimed ~~contract-Agreement~~ violation. The Employee’s Release will specifically exclude claims arising under any IAPE collective bargaining agreement with the Company, as well as claims relating to the validity of the Release and the waivers contained in the Release; claims to enforce the Release; claims for benefits granted by applicable Company policy or contract (including this Agreement or the Release); claims

for workers' compensation benefits and unemployment benefits; claims that may arise after the date of the release; and claims that cannot be waived by law.

25. **Ontario Holiday.** (VIII-B)(A)(1)). Agree to add Family Day to list for Ontario Employees only.
26. **Holiday Work (pay in lieu).** (VIII-A&B)(A)(2)). Amend current contract to provide that employees have the option to take cash for holidays occurring after July 3 of each year.
27. **Vacation Scheduling.** (IX(C)) Agree that managers should approve or deny employee requests for vacation as quickly as practicable, which should be no later than two weeks after the request, subject to any departmental practices regarding deadlines for submitting requests (including practices that may set later deadlines for requesting vacation days for dates in the later part of the calendar year). {see attached language }
28. **Holiday Occurring during vacation.** (IX(F)). Delete obsolete provision (regarding adding day of vacation when holiday occurs during vacation week.)
29. **Vacation Carryover** (IX(H)). "Vacation time may not be carried forward into a new calendar year unless required by local law or as provided in the Company's published vacation policy or employee handbook."
30. **Dues Checkoff.** (X). The Company agrees to the suggested revisions to the dues check-off language in Article X. {language attached }
31. **Grievance Procedure.** (XI). Agree to delete the references to New York or Princeton in paragraph A, delete subsection (B), and modify subsection (C). Agree to change "Company" to "grievance committee" in paragraph D. {see attached language }.
32. **Notice included in written warnings.** (XI-E). Agree to modify the language, as proposed by the union, to be included on written warnings and to include the union's email address. {see attached language, included in revised Art. XI}.
33. **Disciplinary Action.** (XI-F). The Company will provide at least 3 hours' notice to an Employee who is called to a disciplinary or investigatory meeting, except when exigent circumstances make 3 hours' notice impractical, in which case the company will provide as much notice as practical. Notice to the Employee will include a written statement that the employee has the right to request from the union that a union representative be present for the meeting. {see attached language, included in revised Art. XI}.
34. **Health Insurance Benefits** (XII). Plan premiums and design are frozen for calendar year 2020 at current levels for U.S. plan. Future increases, through the term of this Agreement, are capped at the levels indicated in the charts attached as a Side Letter. {language and charts attached}.
35. **Leaves of Absence.** (XIII). Reference the various types of leaves provided under Company policy, noting that the details of the leave policies are subject to change at the discretion of the Company, but that union-represented employees will be eligible for all leaves on the same basis as non-union employees. {See specific language attached }
36. **Short-Term Disability incurred while on leave.** (XIII(G)). Employees will be eligible for short-term disability benefits beginning on the date that their return to work from an authorized leave is prevented by a condition that would otherwise qualify for short-term disability benefits. Also include cross-reference in Article XVII(C)(3), which otherwise

disqualifies an Employee from STD benefits if the disability occurs during a leave. [The Company will include the above in the corporate plan document.]

37. **Parental Leave (XIV)**. Delete current article and substitute new language. {see attached language.}
38. **Part-Time and Temporary Employees (Article XV)**. Restrict temporary employees to 12 months (may be extended to 18 months in certain situations). {Language below}.
39. **Transfer Reporting. (III(A)(2))** The Company will provide to the union a periodic report showing individuals who have transferred to jobs that are outside the bargaining unit.
40. **Part-Time employee benefits (XV(E))**: delete references to disability benefits and sick leave from the list of benefits that regular part-time employees are not eligible for.
41. **Special committees (XVI)**. Add a paragraph referencing the existence of the Grievance committee, which parallels the description of the Grievance committee found in Article XI. {language attached}
42. **Incentive Committee (XVI(C)) {new numbering}**. The Company agrees that, for any design changes to an incentive plan year over year, the Company will provide a written explanation for such changes. The Company also agrees to provide plan participants with a mechanism for tracking their progress towards their target incentive payouts.
43. **Short-Term Disability Eligibility (XVII(C)(3))**: Add language that employees qualify for STD if prevented from returning from leave by condition that otherwise qualifies for STD benefits: “An Employee on an unpaid leave whose return to work is prevented by a disability shall be eligible for Short-Term Disability benefits and Long-Term Disability benefits as of the date that the employee would have otherwise returned to work, provided that all other requirements for coverage are satisfied.”~~Such~~
44. **Sick Leave Administrative Rules. (XVII-H-6)** Delete first sentence – requirement that physicians be admitted to practice in employee's home state.
45. **VDT Radiation Emissions. (XIX-B-3)** Agree to change re: compliance with government regulations regarding VDTs, including radiation emissions.
46. **Non-Discrimination. (XX)** Add “The Company is committed to its equal employment opportunity policy, which promotes the recruitment and hiring of a diverse workforce, including employees of any race, color, sex, sexual orientation, gender identity, creed, national origin, age, disability, and veteran’s status.”
47. **Job Posting – Interview Priority (XXII(D))** Add to current paragraph D: “All Employees who have applied for a job opening for which they have priority for the position under Section J of Article VI (Employees on notice of layoff or laid off within the past 30 days) will be granted an interview by the Company for the position.” {Also add same language to the end of Art. VI(J).}
48. **Job Posting – Transfer and relocation references (XXII(F)&(H))**. Add “or relocation” to the current language of paragraph E (renumbered F). Delete reference to Article VI (not applicable). Agree to “may occur where there is a change” in paragraph G (renumbered H). {Language attached}
49. **Reporting on job postings. (XXII(I))**. Current paragraph H (renumbered I) should be updated to state that the Company will track the job posting and application information and will make the information available to the union regarding unit-represented positions.

- 50. Union's Work Space. (XXIV(B)).** Add: "The Company will continue to provide work space for the union in its New York and Princeton locations."
- 51. Company-provided benefits. (XXIV(H)).** Update to provide a list of benefits plans in which bargaining unit employees participate on the same basis as non-union employees and that the terms of the plans are subject to change at the Company's discretion, except that the Physical Fitness reimbursement benefit will be maintained at \$600 and the Emergency Back-up Child Care benefit will be increased to \$700. Delete separate paragraph K (Emergency Back-Up Child Care), which is now no longer needed. {See attached language}
- 52. Administration of state leaves (XXIV(L)).** Agree to add references to "or state laws" in addition to the FMLA references.
- 53. Work Anywhere Agreements (XXIV(R)).** Agree to clean up language as proposed by the union:
- R. **Work Anywhere Agreement.** ~~Effective six months after the ratification of this Agreement, a~~All employees working from home shall be subject to the Dow Jones Work Anywhere Policy, ~~except as otherwise provided for by the terms and conditions of this Agreement. In the event of any inconsistency between the Work Anywhere Policy and this Agreement, the terms of this Agreement shall govern. Any legacy agreements signed by employees when employed by FACTIVE will be updated to reference the Dow Jones Work Anywhere Policy.~~
- 54. Overpayment/Claw-back.** {Insert as paragraph K in place of current paragraph that is being deleted.} Subject to applicable federal, state or local law, when an employee receives an overpayment or otherwise owes the Company a debt, the Company may deduct any such sums from a terminating employee's final pay, including from any severance payments, payments in lieu of unused accrued vacation time, incentive or other bonus payments or any other payment due to the employee, provided that the Company gives notice to the affected employee and to the union, and provided further that the Company's calculation of the sums owed is subject to the grievance procedure of this Agreement.
- 55. Classification (Tier) Changes.** See attached list of job titles and scales changed pursuant to classification (Tier) agreements.
- 56. IT Scales and Reporter Scales.** Increase IT scales and Reporter scales according to the attached charts. These scales are not subject to the general increase in scale amounts retro to 7/1/19. {see attached}

Miscellaneous/Housekeeping Issues

- **Union's Name (Preamble).** Agree to change union's name to "The NewsGuild-CWA Local 1096" in all places where the name of the union appears in the contract.
- **Capitalize "Employee(s)" wherever the word occurs in the CBA and where it refers to members of the bargaining unit.**

- **Update the name of the master job description document that is referenced in the contract** to “the 2019 Job Descriptions, Tiers, and Minimum Pay Scales document” and add: “which shall be updated from time to time by the mutual agreement of the parties.”
- **III(A)(2) – add to list of information provided to the union (i) email address; (ii) date of transfer out of the bargaining unit.**
- **Transfer in/out report.** The Company will make arrangements to include transfer in/out reports to the union monthly.
- **Scope of agreement. (Art. I(A)).** Agree to re-alphabetize list of locations and delete Bala Cynwyd.
- **Non-Exempt Employee work assignments on off days. (Art. II (G))** Agree to relocate current contract language re: door-to-door work time for non-exempt employees to its own sub-paragraph under Article II: “G. Work on a Scheduled Day Off (“SDO” as defined below), whether from home or in the office, will be treated as overtime for a full-time overtime eligible (non-exempt) Employee unless the Employee’s work schedule for that week has been altered in anticipation of an unusual work schedule. If an overtime eligible Employee is assigned to come into the office or report to another location on an SDO, time worked for the day will include travel to and from the office or the other location.”
- **Delete reference to company-wide incentive program. (XXIV(Q)).** Delete Article XXIV, paragraph Q, referencing the potential for a future company-wide incentive program.

XV. Article XXVI – Duration and Renewal

A. Revise subparagraph A to provide for a term from July 1, 2019 through and including June 30, 2022.

Agreed to this __th day of November, 2019.

INDEPENDENT ASSOCIATION OF PUBLISHERS’ EMPLOYEES, CWA LOCAL 1096, AFL-CIO, CLC	DOW JONES & COMPANY
_____	_____

Specific Language Changes (related to Tentative Agreements)

4. Stand-By Pay. Chart of stand-by amounts 2019-22

	Current	Effective upon ratification	Effective 7/1/2020	Effective 7/1/2021
OT Eligible				
Weekly	\$185.00	\$205.00	\$205.00	\$215.00
Daily	\$37.00	\$41.00	\$41.00	\$43.00
Weekend Or Holiday	\$52.00	\$61.50	\$61.50	\$64.50
Full Week With Holiday	\$193.00	\$225.50	\$225.50	\$236.50
OT Exempt				
Weekly	\$225.00	\$245.00	\$245.00	\$255.00
Daily	\$45.00	\$49.00	\$49.00	\$51.00
Weekend Or Holiday	\$56.00	\$73.50	\$73.50	\$76.50
Full Week With Holiday	\$236.00	\$269.50	\$269.50	\$280.50

7. Card Checks. Insert a Side Letter into the contract as follows:

IAPE/Dow Jones – Side Letter
Procedures for Card-Check Recognition

- Location of unit-eligible employees and scope of card check. This card check procedure shall be applicable to any currently unorganized location within the scope of the recognition clause of the current collective bargaining agreement between Dow Jones & Company, Inc. (the “Company”) and the Independent Association of Publishers’ Employees, The NewsGuild CWA Local 1096 (the “Union”).
- Recognition. The parties agree that, subject to the procedures defined in this Agreement, the Company will recognize IAPE as the exclusive bargaining representative for the unit-eligible employees in any location where a majority (50% + 1) of the unit-eligible employees have signed authorization cards under the procedures of this Side Letter.
- Form of Cards. Valid cards must be in the form reasonably agreed to by the parties. The Union will submit to the Company an example of any authorization card it intends to use as part of a card-check recognition process. The Company will raise any objections within 10 days and thereafter the parties will negotiate to agreement over the form of the cards.
- Eligible Employees. All authorization cards relied upon to support a majority must be signed by employees on the payroll at the time the request for recognition is made (the “Claim Date”) and must have been executed within one year of the Claim Date.

5. Card Check Procedures. The following procedure shall apply to determine whether the Union has achieved majority status in a particular location:

a. The Union shall notify the Company in writing that it believes that it represents a majority of unit-eligible employees at a location as of the Claim Date.

b. The Company may, at its sole discretion, request that signatures on the authorization cards be verified and receive confirmation that a majority of current unit eligible employees in the location as of the Claim Date have in fact designated the Union as their representative.

c. The Company shall provide to the Union a list of all employees in the location as of the Claim Date and indicate whether each employee is unit-eligible or not. Any disputes about whether a particular employee is unit-eligible shall be resolved according to the verification procedure of this paragraph.

d. The verification shall be done by a neutral third party to be agreed upon by the parties. The neutral shall have broad authority to take whatever action he or she deems necessary, including, but not limited to, holding an evidentiary hearing to determine whether the Union has been validly designated by a majority of the unit-eligible employees at any given location as of the Claim Date. This shall include using whatever procedure the neutral deems appropriate to settle disputes about the number or identity of unit-eligible employees. As part of this determination, the Company will submit to the neutral a list of all unit-eligible employees as of the Claim Date and examples of the signatures of unit-eligible employees from Company records (e.g., W-4 forms, I-9 forms, etc.), and the neutral shall examine the signatures on the authorization cards to verify a valid signature. The neutral's determination of whether an authorization card is valid and whether majority status has been achieved shall be final and binding. The neutral shall maintain as confidential the names of the employees who have signed authorization cards, and of those employees who have not signed, and shall not disclose such information to the Company.

6. One-year Bar to Future Organizing. The Union, for a period of one year following the Claim Date of an unsuccessful Claim, as determined by the neutral, waives its right to file a new Claim or otherwise organize, demand recognition, assert the existence of an accretion to any bargaining unit, file a petition of any kind with the National Labor Relations Board, or in any other way seek to represent any unit-eligible employees in the location for which it had asserted the Claim, but not achieved recognition under this Side Letter. Thereafter, the parties retain all their rights and obligations under law and under the terms of any applicable collective bargaining agreements.

IAPE-TNG/CWA LOCAL 1096	DOW JONES & COMPANY
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BY: _____ Dated: _____	BY: _____
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8. Excluded Personnel – Art. I(B). Replace current Art. I, paragraph B, with the following:

B. Excluded Personnel.

1. Every currently excluded job title will remain excluded, as long as its job functions remain essentially the same. ~~Historically excluded positions such as Management Secretary, Administrative Assistant, and those IT personnel exclusively supporting the Human Resources Department will similarly remain excluded, subject to the terms of the attached side letter regarding excluded jobs dated November 28, 2016.~~

2. All Employees in the following departments will be excluded:

- (a) Executive;
- (b) Legal and Labor Relations;
- (c) Human Resources/People (including IT personnel exclusively supporting the HR/People Department);
- (d) Information Security;
- (e) Internal Audit.

3. Student interns, defined as students enrolled in an accredited college or university who are hired with a fixed termination date falling within 120 days of their start date, will be excluded.

4. Additional Exclusions. In addition to the specific exclusions from the bargaining unit noted ~~above in the collective bargaining agreement (e.g., Legal Department, Executive Department, printing trades jobs, etc.)~~, the parties recognize that certain other positions are excluded from the bargaining unit because: (1) the employees are not eligible to be included in the unit under the standards of the National Labor Relations Act; or (2) the parties have mutually agreed that certain positions should be excluded from the unit. Any employees occupying such jobs will be excluded from the unit as described below, subject to the union’s right to challenge, on an individual basis, whether an employee occupying an excluded title is actually performing the job functions that make the position excluded. Any such challenge shall be raised in the Classification Committee and, if not resolved there, may be raised as a grievance. For those job classifications that have been historically excluded from the unit, ~~and listed below~~, employees occupying those jobs will remain excluded provided that the substantial functions of the job remain unchanged. For any newly created jobs that do not fall within any of the categories listed below, the Company shall determine in the first instance whether the job should be excluded from the unit and shall provide the union with an exclusion memo explaining the reasons for the exclusion. It is understood that an Employee in a newly created job title shall be excluded if covered by this Agreement unless the job duties meet the National Labor Relations Act’s test for exclusion of supervisory, managerial or confidential Employees and/or the standards set forth in ~~this section~~ the November 28, 2016 side letter Section B above. The Union may challenge the

Company's exclusion determination by raising the issue in the Classification Committee and, if not resolved there, through the grievance process.

(a) Exclusions Not Specific to the News Department. The parties agree that employees in the following types of jobs or departments are excluded, based on the general descriptions included below.

(i). Executive Positions. Jobs with titles such as Director, Vice-President, "Head" of a unit, and Bureau Chief are excluded.

(ii). Supervisors and Managers. Jobs with titles that include "supervisor," "manager," "superintendent," and "Chief" or similar titles are excluded if the job duties meet the National Labor Relations Act's test for exclusion of supervisory, managerial or confidential Employees.

(iii). Assistant managers, associate managers, deputies, and similar jobs. Employees with titles that ~~may~~ include assistant manager, deputy, associate manager, assistant director, and similar titles are excluded where the employees serve in a secondary supervisory role – where they act as the supervisor in the supervisor's absence ~~or and~~ where they handle supervisory or quasi-supervisory functions within the group that may include scheduling, work assignments, direction of work, direction of groups of employees, management and direction of non-employee contractors or vendors, managing time-off requests, participating in salary reviews and performance reviews, participating in disciplinary investigations, interviewing prospective hires or applicants for promotion, and similar types of work. Although such employees do not have other employees reporting directly to them, their occasional supervisory or quasi-supervisory duties make them excluded from the unit.

(iv). Team leaders, project managers, and similar jobs. Employees with titles such as Project Manager, Team Leader, Lead, and similar titles ("Leader") are excluded from the bargaining unit where their duties include the coordination, direction, or monitoring of groups of other employees (teams) and where the leader is acting partly in a quasi-supervisory capacity or where the leader reports back to higher-level managers concerning the progress of the project and/or the performance of the employees under his/her leadership. The ~~leader~~ Leader exercises discretion over the team/group that is akin to authority normally exercised by a supervisor, and has input into management's evaluation of the work performance of the members of the team/group. The ~~Leaders~~ Leaders may or may not perform duties similar to an assistant manager, but any such duties would further support the leader's exclusion from the unit.

(v). Trainers. Employees with titles such as "Trainer" or who otherwise function in a role where they are responsible for training bargaining unit members for their jobs, and who in the process would normally be evaluating the progress of such unit employees in their training and reporting to management about the success or failure of employees in their training are excluded from the unit.

(vi). Executive Assistants. Employees in titles such as Management Secretary, Administrative Assistant, Executive ~~assistant~~ Assistant, Executive Secretary, or similar titles are excluded from the bargaining unit if their role is to be the direct confidential assistant to an executive-level manager (Director-level or Department Head or higher) or the administrative assistant for a work group, and their work includes the handling of confidential communications and information that affect bargaining unit members, such as financial projections, discussions

about reductions in force, compensation decisions, strategic planning, disciplinary actions, performance reviews, and the like.

(b) News Department Exclusions. In addition to the above general exclusions, certain positions in the News Department that might not otherwise qualify for a general exclusion shall be excluded from the unit as follows:

(i). News Editor. A News Editor is excluded from the bargaining unit because the job includes the direction, coordination, assignment, approval or rejection of copy, and the evaluation of the work of bargaining unit employees, which may include reporters, graphics/visuals employees, news assistants, pre-production staff, and others. News Editors may have direct reports, ~~in which case they qualify as supervisors and are excluded under the general exclusion for managers and supervisors~~. However, even in the absence of direct reports, a News Editor, in the course of the editing of news stories, will be criticizing, evaluating, and providing feedback to bargaining unit writers and may participate in management-level discussions about the performance of such unit employees. News Editors may also participate in discussions concerning disciplinary matters, may provide input into performance evaluations for unit employees, and may be charged with the monitoring of employees who are subject to performance improvement plans. News Editors may also direct the work of employees in other departments related to the production of a new story, such as photographers, graphic artists, and pre-publication support staff. News Editors may also perform management tasks such as scheduling and assigning work, granting time-off requests, approving expense requests and requests for comp time or premium pay, interviewing candidates for hiring or promotion, and similar functions. Even if a News Editor does not have direct-line reports, the position is excluded ~~to the extent that a~~ if the News Editor exercises management-level functions and has discretion over matters of significance within the News Department.

(ii). Assistant News Editor. An Assistant News Editor is excluded from the bargaining unit if the position includes duties similar to that of an assistant manager described above (subparagraph (a)). In addition, the position is excluded if the Assistant News Editor regularly performs any of the management-level functions of a News Editor described above.

(iii). Photo Editor. Even in the absence of direct reports, a Photo Editor is excluded from the unit because the Photo Editor is responsible for significant decisions regarding the content of the Company's publications and has significant authority to direct and evaluate the work of others. Photo Editors may participate in editorial-level decisions concerning whether certain stories should be accompanied by visual supplements, and may exercise management-level authority regarding assigning work to staff or freelance photographers, approving or rejecting work product submitted to the Company, scheduling and supervising photo shoots, directing and evaluating employees or freelancers who are charged with the editing and preparation of visuals, and establishing direction and procedures for the area under the Photo Editor's control.

(iv). Columnist/Editorial Writer. A Columnist whose columns appear in the editorial/opinion section of a Dow Jones publication ~~The Wall Street Journal or Editorial Writer~~ is excluded from the bargaining unit ~~because where~~ the subject matter of the employees' writing is primarily opinion and policy issues ~~and where the job requires interaction with senior~~

~~level News managers who establish the policy and positions about which the writer will be writing. Editorial Writers and All other~~ employees writing editorials for the Editorial page of The Wall Street Journal are excluded from the unit because the employees' writing is primarily opinion and policy issues and requires interaction with senior level News managers who establish the policy and positions about which the writer will be writing.

(c) Miscellaneous Additional Exclusions. The following jobs ~~have been historically are~~ excluded from the bargaining unit by agreement of the parties. Even if the duties of these jobs do not otherwise fall within any of the above general exclusions, ~~employees in~~ these job classifications will ~~continue to~~ be excluded from the unit provided that the substantial functions of ~~the the their~~ jobs remain substantially unchanged:

~~Administrative Assistant~~

Anchor/Editor

Art Director

Contracts Administrator

Design Director

~~Executive Assistant~~

Film Editor

Internal Consultant, Senior

Office Manager

Principal Architect

News Titles:

Assistant Editor

~~Assistant News Editor~~

Associate Editor

~~Columnist~~

Deputy Editor

Deputy Graphics Chief

Deputy Managing Editor

Deputy National Editor

Editorial Features Editor

Editorial Interactive Editor

Senior Editor

~~Writer-Editorial page~~

10. Comp Time – Create a new Art. II, paragraph H to replace the former Article II, paragraph G as follows:

H. ~~Premium Pay and Compensatory Time Off.~~ This Section applies to certain situations where overtime exempt Employees are assigned to work on a Scheduled Day Off (“SDO”). SDOs include the days of the week when the Employee is not scheduled to work (e.g.,

Saturday and Sunday for an employee normally scheduled to work Monday through Friday), and also any scheduled vacation day or floating holiday. An assignment to work on an SDO means that an authorized manager has instructed the Employee to report for work, or to perform work from home. Overtime exempt Employees may, in some circumstances, take it upon themselves to perform work on their day off, but such work will not be subject to the provisions of this Section (G) unless the work was assigned by a supervisor to be done on the SDO.

~~1. **For Overtime Eligible Employees.** Work on a Scheduled Day Off, whether from home or in the office, will normally be treated as overtime for a full time employee unless the employee's work schedule for that week has been altered in anticipation of an unusual work schedule. If an overtime eligible (non-exempt) employee is assigned to come into the office on an SDO, time worked for the day will include travel to and from the office.~~

~~1.2 **Assignments at Home For Overtime Exempt (Salaried) employees.**~~
When an overtime exempt employee is assigned by his or her supervisor to work on a Scheduled Day Off ~~and such assignment involves more than two hours of work such that the employee's SDO is substantially interrupted~~, the employee will be granted ~~Premium Pay or~~ Compensatory Time ("Comp Time") as provided below. In addition, if the day is a previously scheduled floater or vacation day, and if the assignment involves more than two hours of work, the employee will not be charged with having used the floater or vacation day and will be permitted to use that day off on a future day.

~~2.(a) **Assignments at the Office away from home.**~~ If an overtime exempt employee is required to come into the office to work (or is assigned to report to a location away from home) on an SDO, he or she shall receive ~~Premium Pay at the rate of time and one-half Comp Time~~ for all hours worked (in quarter-hour increments), including travel time to and from the office, ~~up to a maximum of 5 hours of Premium Pay, provided that after 5 hours, any additional hours shall be compensated with Comp Time at the rate of 1.5 hours of Comp Time for each additional hour worked, in half-hour increments, to a maximum of 7 hours of Comp Time. This provision shall not apply to newsgathering employees who are assigned at least one week in advance to cover an event outside their home. Such planned assignments will generate Comp Time only, including travel time to and from the assignment, accruing at the rate of 1.5 hours of Comp Time for each hour of work to a maximum of 12 hours of Comp Time in a single day.~~

~~(b) **Work From Home.**~~ Overtime exempt employees who are assigned to work from home on an SDO for periods in excess of two hours shall be compensated with Comp Time (at the rate of 1.5 hours of Comp Time for each hour worked) in half-hour increments, up to a total of 7 hours of total Comp Time (one full day off with pay) in a single day.

~~3. **Maximum Comp Time Hours and Calculation.**~~ Employees will earn Comp Time at the rate of 1.5 hours of Comp Time for every hour worked. Employees may earn up to a maximum of 12 Comp Time hours in a single calendar day (8 hours of work).

~~34. **Compensatory Time and Premium Pay Procedures.**~~

~~(a) Employees should confirm with their assigning manager that the work assignment will qualify for Comp Time before work is performed.~~

~~Please refer to the attached side letter dated November 28, 2016 regarding the process for submitting and recording premium pay and comp time.~~

(b) Employees will enter all hours worked that qualify for Comp Time into the time entry function in Workday and designate the time as “Comp Time.” Employees will enter actual hours worked – the Workday time entry system will multiply the hours by 1.5 to calculate the number of earned Comp Time hours.

(bc) All Comp Time hours shall be scheduled with the approval of management in the same manner as personal holidays (floaters). Employees may select “Comp Time” hours to be used when scheduling paid time off. Comp Time hours do not expire. All unused Comp Time hours carry forward to the next calendar year. However, unused Comp Time hours are not paid out upon termination of employment.

(ed) Cashing Out Comp Time. Employees are encouraged to schedule paid time off using their available Comp Time hours. However, unused Comp Time may be cashed out as follows:

(i) Employees may cash out unused Comp Time hours beginning 30 days after the Comp Time was earned.

(ii) An Employee’s manager may approve an earlier Comp Time cash-out.

(iii) An Employee wishing to cash out unused Comp Time will submit a request form (available via a Google Form or via a WORD document posted on the HR hub) to the People Department’s designated email address (to be posted on the HR Hub and included in the request form). A People Department representative will forward the request to payroll for processing and will reduce the Employee’s bank of available Comp Time hours accordingly.

12. Schedule Changes. Replace current Art. III, paragraph H with the following:

Schedule Changes – Art. III(H):

H. **Schedule Changes.** The Company have the sole discretion to establish work schedules all Employees. An Employee’s schedule may be modified (a change in the days of work and/or a change in start time of more than one hour) at the Company’s discretion, provided that not less than 7 days’ advance notice shall be provided to the Employee before a temporary change, and not less than 30 days shall be provided in the case of a permanent change. This provision shall not apply to changes necessitated by the unexpected absence of another Employee (because of illness, disability leave, or other reason), or due to an business emergency (such as a data breach, service interruption, or other circumstance requiring extraordinary and immediate action.)

15. Call-out while on Stand-By. Modify Art. III(I)(5) as follows:

5. An Employee called out ~~on such coverage while on stand-by and required to come to the office,~~ or report to a location away from home, outside of his or her normal working hours, shall be credited with a minimum of 2 hours of work time, or, for overtime exempt employees, 2 hours of Comp Time. Calls occurring on an

~~overtime exempt~~ the Employee's Scheduled Day Off (SDO) shall be ~~compensated~~ ~~paid for~~ under the terms of Article II, subsection G (~~Premium Pay~~ and Compensatory Time Off).

17. **Transfers.** Replace the current Article V with the following:

ARTICLE V – TRANSFERS

A. **Transfer of jobs between Departments within the same work location.** If a job is transferred to a different Department within the same work location, and where there is no reduction in staff or effect on other Employees, the Employee holding the job will transfer to the new Department without any posting or application process. If multiple jobs are transferred out of a Department (due to the closing of the Department or other restructuring), and where there will be a resulting reduction in the number of jobs in any classification, the selection of Employees to transfer with the job(s) to a new Department in the same work location will follow the contractual procedure applicable to a reduction in force.

B. **Transfer of jobs to a different work location.** If a job is transferred to a different work location:

(1) **Transfer within 100 Miles.** If one or more jobs are relocated to another work location within 100 miles of the original location, then Employees will have the right to move with the job(s). If fewer than all current jobs in the same Department and classification are relocated, then incumbent Employees will be given the option to transfer with the jobs according to the seniority rules that apply to reductions in staff. Employees eligible for relocation benefits (described below) would receive relocation assistance.

(2) **Eligibility for Severance Pay.** If an Employee chooses not to transfer with the job to a different work location, then the employee will be eligible for full Severance Pay and other benefits applicable to employees whose jobs are eliminated.

C. **Reimbursement of Certain Relocation Expenses (Relocation Assistance).**

1. The Company will provide Relocation Assistance to any Employee who transfers to a new location at the convenience and request of the Company where: (a) either the Employee is eligible for Relocation Assistance, or the Company in its discretion makes the Employee eligible for Relocation Assistance; and (b) where the Employee changes residence where the distance from the Employee's residence at the time of transfer to the new place of work is at least 50 miles more than the distance from the Employee's residence at the time of transfer to the former place of work.

2. Relocation Assistance means the benefits provided for in the Company's Relocation Guidelines applicable to corporate employees, which are incorporated herein by reference and, are found on the Dow Jones website or will be provided on request to the People Department.

3. The Company shall not be required to pay any Relocation Assistance benefits if the transfer is being made at the request of the Employee.

[Note: During 2019 bargaining, the union proposed that transfer/seniority rights would attach if the same job or a job that is “substantially similar” is relocated. The Company proposed that transfer rights would attach if the “same job” is relocated. The parties have agreed that the language above referencing the “job” being relocated is subject to future definition either by agreement of the parties or through interpretation by an arbitrator on a case-by-case basis.]

18. Telecommuters (Art. VI(L)): New language.

ARTICLE VI (L) – Job Security – Telecommuters exercising seniority rights

1. It is understood that a telecommuter exercising seniority rights to avoid a layoff may have to relocate. Such a telecommuter, other than an Employee assigned to cover a specific geographical area, will be deemed an Employee “transferred to a location or office at the convenience and request of the Company” for purposes of eligibility for relocation benefits according to the terms and requirements of Article V (Transfers). The prior sentence shall not apply to a telecommuter who was permitted to transfer to a remote work location for personal (non-business) reasons. Notice will be given to such a telecommuter of a requirement that he or she relocate and of his or her eligibility, if any, for relocation benefits. The telecommuter will have thirty (30) days in which to advise the Company whether he or she intends to exercise his or her seniority to retain a position, and sixty (60) days thereafter to report to the new location. If a telecommuter declines to relocate, the Employee will not be permitted to exercise seniority to prevent the layoff.

21. Job Security – Seniority – Possible and Practicable. Replace current Art. VI(F) – first paragraph – with the following:

F. Seniority is defined as the length of continuous employment at Dow Jones. The rule of seniority, for the purpose of this Article VI, except as provided below, is that the Employee having the least seniority in the affected job classification in his or her department at his or her location shall be the first dismissed; except that, for lay-off purposes only, the job classifications of reporter, special writer and senior special writer shall be considered to be the same classification. In the event of dismissal to reduce the force, the Company agrees to follow the rule of seniority wherever possible and practicable—, which means among other things that ~~The the~~ rule of seniority shall not apply if a position is eliminated and where the less senior employee(s) in the same job classification perform functions that are substantially different and where the more senior employee(s) lack the necessary skills and abilities to perform the remaining work at a satisfactory level of proficiency and cannot reasonably be expected to acquire the necessary skills and abilities through available training and/or on-the-job experience within a time frame that would allow the Company to both continue uninterrupted operations and also effect the planned reduction in staff by the date the job elimination is scheduled to occur. ~~Seniority is defined as the length of continuous employment at Dow Jones. The rule of seniority, for the purpose of this Article VI, except as provided below,~~

~~is that the Employee having the least seniority in the affected job classification in his or her department at his or her location shall be the first dismissed; except that, for lay-off purposes only, the job classifications of reporter, special writer and senior special writer shall be considered to be the same classification.~~ TA August 20, 2019

27. **Vacation Scheduling.** (IX(C)) Replace the current contract paragraph with:

Vacation time shall be scheduled at the mutual convenience of **the Company** and the Employee, pursuant to past practice. Managers should approve or deny employee requests for vacation as quickly as practicable, which should be no later than two weeks after the request, subject to any departmental practices regarding deadlines for submitting requests (including practices that may set later deadlines for requesting vacation days for dates in the later part of the calendar year). Provided that an Employee's manager has approved a vacation request based on mutual convenience, and provided that departments may establish limits on the number of employees who may take vacation time simultaneously, Employees are not responsible for arranging coverage for work assignments during periods of vacation.

31. **Dues Check-Off (Art. X).** Replace the current Article X with the following:

ARTICLE X – UNION MEMBERSHIP

A. It shall be a condition of employment that any Employee, within thirty (30) days after beginning employment or within thirty (30) days after the effective date of this Agreement, whichever is later, shall satisfy his or her financial obligation to the Union by (i) becoming and remaining a member of the Union pursuant to the rules and regulations established by the Union, or (ii) paying an agency fee to the Union which represents that portion of the dues and fees routinely charged to Union members which is related to collective bargaining and contract administration and which is lawfully chargeable to non-members. The Union shall establish the amount of the fee in accordance with applicable law. The Company shall, upon thirty days' notice from the Union, discharge any Employee who is not in compliance with this section, provided that any Employee shall have the right to terminate his/her Union membership and elect to become a fee payer ~~at any time upon thirty (30) days' notice to the Union.~~ Neither the Company nor the Union shall discriminate against any Employee based on the Employee's union membership or fee payer status.

B. The Company agrees that it will not retain in employment any bargaining unit member for a period of longer than thirty (30) days after he or she has been certified by the Union to the Company as ~~being having~~ not ~~in good standing through non payment of timely paid~~ dues, assessments or agency fees, as applicable, provided this shall not be contrary to the law at that time. It is mutually agreed that this period of thirty (30) days may be utilized by such Employee to reinstate himself or herself by paying his/her outstanding dues or fees. An Employee discharged for such reasons shall not be entitled to severance pay.

C. Each Employee hired will be made aware of the Union security provisions of this contract at the time of hire. To implement this provision the Company shall distribute a Union membership form, a voluntary dues check-off form, and an introductory letter from the Union (all to be furnished by the Union) to each Employee who joins the bargaining unit. ~~Union representatives shall also be invited to address each such Employee during any periods of Dow Jones employee orientation. See also Article III, Section X.~~

D. **Voluntary Dues Deduction, Assessments or Equivalent Assessment Agency Fee Amounts.**

1. After the filing with the Company of an Employee's voluntary written assignment, the Company shall deduct from the earnings of such Employee and pay to the Union each month all lawful membership dues, Union assessments or equivalent assessment levied by the Union agency fee amounts (see paragraph A) for the current month. Such membership dues, assessments or equivalent assessment agency fee amounts shall be deducted in accordance with a schedule furnished to the Company by the Union on the first day of each month. An Employee's voluntary written assignment shall remain in effect in accordance with the terms of such assignment.

2. The voluntary deduction of dues, ~~and~~ assessments or agency fees shall be made upon the following form:

To: Dow Jones & Company, Inc.

I hereby assign to the Independent Association of Publishers' Employees, ~~Inc.~~ and authorize you to deduct from any salary earned or to be earned by me, as your Employee, an amount equal to all membership dues, Union assessments or agency fees lawfully levied against me by the Independent Association of Publishers' Employees, ~~Inc.~~ for each calendar month following the date of this assignment, as certified by the Treasurer of the Independent Association of Publishers' Employees, ~~Inc.~~

I hereby authorize and request you to check off and deduct such amounts during the months for which such dues amounts are lawfully levied, and the Independent Association of Publishers' Employees, ~~Inc.~~ so notifies you, from any salary then standing to my credit as your Employee, and to remit the amount deducted to the Independent Association of Publishers' Employees, ~~Inc.~~

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date of this assignment or the termination date of the current collective bargaining agreement, whichever is sooner. During-If I want to revoke this agreement, then during the thirty (30) day period following the annual anniversary of the date of this assignment expiration of this assignment or following termination of the collective bargaining agreement, I will-must notify the Independent Association of Publishers' Employees, ~~Inc.~~, and the Company by registered mail of my intention to revoke this voluntary dues/assessment/fee deduction. Unless such notification is given during this thirty (30) day period, this authorization and assignment shall be irrevocable for a further period of one year or the termination date of the then current agreement between the Company and the Independent Association of Publishers' Employees, ~~Inc.~~

The within assignment shall, where applicable, apply to the sums required to be paid to the Union under Article X.

This assignment and authorization supersedes all previous assignments and authorizations heretofore given to you by me in relation to my Independent Association of Publishers' Employees, ~~Inc.~~, dues, assessments or fees.

Dated _____, 20__

s/ _____

3. All refunds of dues ~~or~~, assessments or fees which may be required to be made to any Employee shall be made by the Union and the Union shall settle all questions and disputes between the Company and its Employees with reference to voluntary dues ~~or~~, assessments or fees, deductions or refunds without recourse to the Company as long as the Company has remitted all related payments to the Union for the Employee and time period involved.

31. Grievance Procedure (Article XI): Replace the current Article XI with the following:

ARTICLE XI – GRIEVANCE PROCEDURE

The following procedure shall be followed in adjusting disputes or grievances involving questions of interpretation of any provision of this contract.

A. A grievance arising from the interpretation or application of this contract shall be submitted promptly in writing, but in no case later than forty-five (45) days after the occurrence of the alleged grievance, by the party claiming to be aggrieved to the other party ~~in New York City or Princeton.~~

CB. ~~A~~ There shall be a grievance committee ~~shall be established~~ in New York, New York or in Princeton, New Jersey composed of Union members appointed by the President of the Union and management members appointed by the Company. The grievance committee shall meet monthly unless there are no active grievances. ~~The grievance committee shall consider grievances as follows:~~

~~1. Any grievance that the Union does not request be taken up at the location or regional level;~~

~~2. Any grievance that is taken up at the location or regional level, but that is not resolved at that level within fourteen (14) days after the initial meeting at that level; and~~

~~3. Any grievance the resolution of which at the location or regional level is rejected by the Company or the Union at the national level.~~

DC. If a grievance is not resolved within twenty (20) days from the date of submission to the ~~Company~~ grievance committee, the unadjusted dispute may, at the option of either party, be referred to an arbitrator mutually agreed upon for determination.

1. Arbitrations over disputes arising in the New York Metropolitan area (including New Jersey) shall be heard by an arbitrator selected from a five-person panel. The arbitrators on this panel shall be selected and agreed upon by both parties. Either party shall have the right, at the beginning of each contract year, to demand that an arbitrator be removed from the panel and replaced by an arbitrator agreed upon by both parties. Disputes shall be heard by the arbitrators on the panel on a rotating basis. However, if the first arbitrator in the rotation is unable to schedule a hearing date within a reasonable time, the parties may agree to select another arbitrator from the panel.

2. Arbitrators for disputes arising at locations other than those listed above shall be selected from a panel furnished by the American Arbitration Association.

3. Expenses of the arbitration shall be borne equally by the Union and the Company. The decision of such arbitrator shall be final and binding on both parties and may be enforced by appropriate proceedings in a court of competent jurisdiction. Where an arbitration is held involving a matter arising in any city other than New York, New York, the arbitration shall be held in the city in which the grievance occurs, unless otherwise agreed upon by the Company and the Union. Nothing in the contract shall be construed as obligating the parties to arbitrate the terms of a new contract at the expiration of the present one.

4. The Union must file a written request for arbitration within three (3) months of receipt by the President or Grievance Chair of the Company's written decision to deny the grievance, provided that, if the affected employee seeks to appeal the Union's decision not to proceed to arbitration to the Communications Workers of America, the three (3) month period is tolled until ten (10) days after the CWA issues a determination directing the Union to pursue arbitration. The three (3) month period is also tolled in the event of excusable neglect by the

Union. Written notice must be filed either directly with a panel arbitrator (for disputes arising in the New York Metropolitan area), or with the American Arbitration Association.

5. In any arbitration under this contract, the Arbitrator may hear and decide any issues arising out of this Agreement, including any claims of unfair labor practices under the National Labor Relation Act. The parties agree that this section is intended to comply with the deferral requirements announced by the National Labor Relations Board (NLRB) in *Babcock & Wilcox Construction Co.*, 361 NLRB 132 (2014) and provided further that nothing in this section precludes either party from filing charges of unfair labor practices with the NLRB.

ED. ~~If Whenever~~ a written warning is given to an Employee, an extra copy shall be enclosed so that he or she may send a copy to the Union ~~Grievance Chair~~, if he or she so desires. The extra copy shall include the following statement: "This extra copy is provided should you desire to send it to a representative of ~~the Independent Association of Publishers' Employees your Union (IAPE TNG-CWA Local 1096). You may contact your Union by emailing union@iape1096.org.~~" Failure to enclose an extra copy with the prescribed statement under this provision ~~to the Union~~ shall be considered evidence that this was not a warning, subject to rebuttal by the Company.

FE. ~~An Employee called to a meeting with management at which any disciplinary action may be discussed may be accompanied, at the Employee's request, by a Union representative as an observer. An Employee shall be informed no less than three (3) hours in advance of any disciplinary or investigative meetings to which the Employee is called to attend. Notice to the Employee will clearly identify the subject matter of the meeting as either disciplinary or investigatory and will include a written statement that the Employee has the right to request from the Union that a Union representative may be present for the meeting. Notice to the Employee shall also include the following contact information for the Union [Union@iape1096.org, 609-275-6020]. Notwithstanding the prior sentences in this section F, in the event of exigent circumstances, the Company may schedule a disciplinary or investigative meeting with fewer than three (3) hours' notice and shall make a good faith effort to provide the Union with sufficient notice before the meeting so as to permit the Union to attend.~~

GF. 1. Employees designated by the Union to meet with the Company on joint committees recognized under this agreement or any *ad hoc* committee formed by the Union and the Company shall not be docked for such attendance. Employees who attend arbitration hearings as grievants shall not be docked; and Employees who testify at an arbitration hearing shall not be docked.

2. An Employee shall give reasonable notice to his or her supervisor of an absence contemplated by the preceding Section. Employees so excused for this purpose are expected to return to work when their attendance is no longer required, if reasonably possible.

3. Representatives and stewards designated by the Union to investigate grievances or attend disciplinary meetings shall be allowed to do so on working time when such activities cannot reasonably be performed on non-working time.

34. Health Benefits (Art. XII). Modify the current contract as follows:

ARTICLE XII – HEALTH INSURANCE AND BENEFITS

A. The Company agrees to provide health insurance consistent with the details found in the Open Enrollment materials distributed by the Company annually, and the documents provided to the Union during bargaining, including the Side Letter attached to this Agreement. Except as expressly provided by this Agreement, the plans applicable to bargaining unit employees will be the same plans applicable to non-union corporate employees of the Company generally in the US or Canada consistent with the following:

1. **Commitment to maintain comprehensive benefits plans.** For the duration of the Agreement, the Company will continue to provide a comprehensive package of employee benefits including medical, dental, vision, prescription drug coverage, life insurance, disability and wellness benefits. The Company will provide multiple medical plan options similar in design to the current plans offered to non-union employees through Aetna as of 20196 and employee options will not be limited solely to a high deductible consumer driven health plan/health savings account.

2. **Current (20196) medical plan design and premium structure for 2016 will be maintained through 202017.** The Company will make no ~~material~~ change in medical plan design, and will make no change in the premium structure in place for plan year 20196 through the end of calendar year 202017. ~~Unit members will have the option to change plans during the open enrollment period for 2017.~~

3. **Cap on future employee premium increases.** Beginning calendar year 2021+8 through the term of this Agreement, in the event the Company determines to increase employee premiums or alter Plan Design elements, the Company will not increase employee costs beyond the caps set forth in the attached Side Letter premiums as a percentage of employee's pay by more than one half of one percent (0.5%) in any plan year for the same coverage with the same number of dependents.

4. **Company will not substantially reduce benefits.** It is understood by the Parties that, except as provided for above, the Company will have the discretion and flexibility to change and modify its benefit plan design and coverages, and that such modifications will apply to members of the bargaining unit as they apply to all non-union and management employees. The Company agrees that it will not substantially reduce the totality of the benefits package. The parties agree that the following factors shall be considered in determining whether a reduction in the totality of the benefits package is substantial: (a) the specific benefit changes; (b) the reasonableness of the Company's business judgment in making the benefit change(s) in light of prevailing business and market conditions; and (c) costs to employees.

5. The Company will have the discretion to change and modify plans as a consequence of legislative action, subject to the notice and consultation obligations of #6 below.

6. **Obligation to notify and consult with the Union concerning future changes.** The Company further agrees that in the event of any contemplated material plan changes, it will provide the Union with sixty (60) days advance notice wherever possible, and give the Union the opportunity to consult with the Company regarding the impact of changes on bargaining unit employees.

7. **Retiree Medical Benefits.** Unit members will be subject to the same retiree medical plan as non-union employees as of ratification of the contract.

8. **Canadian Medical Plan.** The Canadian medical plan design ~~for 2017~~ shall be the same as for non-union staff, ~~except that union employees shall not be required to pay any portion of the premiums for such coverage in 2017. Beginning in 2018, union employees shall pay the same premiums as non-union employees for the medical plan.~~

B. The Company will reimburse 100% of membership fees for Employees who join a physical fitness center up to a maximum payment of \$600 per year. The reimbursement provided herein does not apply to membership fees for the Dow Jones Health Club or to the News Corporation Health Club at 1211 Avenue of the Americas in New York.

Also -- Insert a Side Letter to the contract providing the following maximum increases to Health Plan premiums and plan design changes (U.S.) through the term of the CBA:

Employee Contributions

Tier	2019-2020				Maximum 2021-2022	
	News Corp POS II					
	% of Salary	Minimum	Maximum	% of Salary	Minimum (\$30k)	Maximum (\$190k)
EE Only	2.25%	\$65	\$360	2.40%	\$58	\$364
EE + Spouse	4.35%	\$145	\$780	4.85%	\$128	\$808
EE + Child(ren)	3.75%	\$125	\$635	4.05%	\$103	\$649
EE+ Family	5.70%	\$185	\$1,040	6.45%	\$168	\$1,160
Tier	News Corp CDHP					
	% of Salary	Minimum	Maximum	% of Salary	Minimum (\$30k)	Maximum (\$190k)
	EE Only	1.50%	\$40	\$225	1.70%	\$43
EE + Spouse	3.00%	\$85	\$506	3.80%	\$95	\$602
EE + Child(ren)	2.35%	\$70	\$380	2.95%	\$74	\$467
EE+ Family	4.45%	\$120	\$690	5.25%	\$131	\$840
Tier	News Corp Basic Choice					
	% of Salary	Minimum	Maximum	% of Salary	Minimum (\$30k)	Maximum (\$190k)
	EE Only	0.50%	\$15	\$75	0.60%	\$15
EE + Spouse	1.00%	\$30	\$170	1.30%	\$33	\$206
EE + Child(ren)	0.80%	\$25	\$125	1.00%	\$25	\$158
EE+ Family	1.50%	\$40	\$230	1.75%	\$44	\$277

Healthcare Plan Design

	POS				CDHP				Basic Choice			
	2019-2020		Maximum 2021-2022		2019-2020		Maximum 2021-2022		2019-2020		Maximum 2021-2022	
	In-network	Out-of-network	In-network	Out-of-network	In-network	Out-of-network	In-network	Out-of-network	In-network	Out-of-network	In-network	Out-of-network
Employer Funding Amount	N/A	N/A	N/A	N/A	\$500 / \$1,000	\$500 / \$1,000	\$500 / \$1,000	\$500 / \$1,000	N/A	N/A	N/A	N/A
Deductible	\$600 / \$1,200	\$1,200 / \$2,400	\$700 / \$1,400	\$1,400 / \$2,800	\$1,500 / \$3,000	\$3,000 / \$6,000	\$2,000 / \$4,000	\$4,000 / \$8,000	\$3,000/\$6,000	N/A	\$3,000/\$6,000	N/A
POP Visit	\$35 copay	40% after deductible	\$40 copay	50% after deductible	20% after deductible	50% after deductible	20% after deductible	50% after deductible	30% after deductible	N/A	30% after deductible	N/A
Specialist Visit	\$50 copay	40% after deductible	\$50 copay	50% after deductible	20% after deductible	50% after deductible	20% after deductible	50% after deductible	30% after deductible	N/A	30% after deductible	N/A
Emergency Room	20% after \$300 copay	20% after \$300 copay	20% after \$300 copay	20% after \$300 copay	20%	50%	20%	50%	30%	N/A	30%	N/A
Coinsurance	20%	40%	20%	50%	20%	50%	20%	50%	30%	N/A	30%	N/A
DOP Maximum	\$4,000 / \$8,000	\$8,000 / \$16,000	\$4,500 / \$9,000	\$9,000 / \$18,000	\$4,000 / \$8,000 (DOPM for individuals or a family contract will be embedded at \$7,900)	\$6,000 / \$12,000	\$5,000 / \$10,000 (DOPM for individuals or a family contract will be embedded at \$8,150)	\$8,250 / \$16,500	\$6,000 / \$12,000 (DOPM for individuals on a family contract will be embedded at \$8,150)	N/A	\$6,000 / \$12,000 (DOPM for individuals on a family contract will be embedded at \$8,150)	N/A
Retail Rx: Generic	\$10 copay		\$10 copay		Preventive Rx at no cost 20% after deductible (\$75 max for generic and brand, \$100 max for non-formulary)		Preventive Rx at no cost 20% after deductible (\$80 max for generic and brand, \$105 max for non-formulary)		Preventive Rx at no cost 30% after deductible		Preventive Rx at no cost 30% after deductible	
Retail Rx: Brand	30% coinsurance (\$30 min, \$75 max)		30% coinsurance (\$35 min, \$80 max)									
Retail Rx: Non-formulary	50% coinsurance (\$50 min, \$100 max)		50% coinsurance (\$55 min, \$105 max)									
Mail Rx	2 times retail		2 times retail		2 times retail		2 times retail		2 times retail		2 times retail	
Rx DOP Maximum	\$3,000 / \$6,000		\$3,000 / \$6,000		Combined with medical		Combined with medical		Combined with medical		Combined with medical	

35. **Leaves of Absence.** Modify the current Article XIII as follows:

ARTICLE XIII — LEAVES OF ABSENCE

- A. **Paid Leave for Union Official.** [SAME]
- B. **Unpaid Leaves for Union Business.** [SAME]
- C. **Unpaid Leave of Absence** [Delete]
- ~~D. **Military Leave of Absence**[Delete]~~
- ~~E. **Jury Duty**[Delete]~~
- ~~F. **Education Related Leave**[Delete]~~

C. Bargaining Unit Employees participate in the Company's plans, policies, and programs that provide for paid and unpaid leaves of absence. Complete policy details, including eligibility rules, can be found in the Company's Employee Handbook and on the Company's HR and/or Benefits websites. These policies are subject to change at the Company's discretion, provided that Bargaining Unit Employees will be eligible for the same benefits as non-union employees. The Company will provide notice of any changes in the corporate plans applicable to IAPE-represented employees and the union will have an opportunity to consult about such changes before they become effective. As of the ratification of this Agreement, the Company's leave policies provide for the following benefits, which are subject to the terms of the published policies:

The following leaves of absence described in the Company's published employee handbook are incorporated herein and shall remain in effect during the term of this Agreement:

- Bereavement Leave
- Military Leave
- Jury and Witness Duty
- Personal Leave
- Paid Sick Leave
- Volunteer Day

GD. **Benefits During Leaves.** Medical benefits provided to regular full-time Employees by this contract shall continue in effect during such Employee's authorized leave of absence, provided the Employee pays the premium cost of such coverage. An Employee on an unpaid leave whose return to work is prevented by a disability shall be eligible for Short-Term Disability benefits and Long-Term Disability benefits as of the date that the employee would have otherwise returned to work, provided that all other requirements for coverage are satisfied. Such Employees will also accrue service time for purposes of seniority rights and all benefit plans (e.g., -vacation benefits, short-term disability) during periods of authorized leave.

37. Parental Leave – Article XIV. Replace the current Article XIV with the following:

ARTICLE XIV – PARENTAL LEAVE

A. Bargaining Unit Employees participate in the Company's Paid and Unpaid Parental Leave policies. Complete policy details, including eligibility rules, can be found in the Company's Employee Handbook and on the Company's Benefits website. These policies are subject to change at the Company's discretion, provided that Bargaining Unit Employees will be eligible for the same benefits as non-union employees.

B. As of the ratification of this Agreement, the Company's parental leave policies provide for the following benefits, which are subject to the terms of the published policies:

(1) Eligible Employees may take up to 20 weeks of paid parental leave. Leave may begin up to two weeks before the expected delivery date (or date of placement for

adoption or foster care) and is typically taken over a continuous 20-week period. Leave may be taken in shorter segments (of at least one week) with management approval.

(2) Eligible full-time and regular part-time employees may also take up to six months of unpaid child care leave, which runs concurrently with any period of paid leave. The Employee is permitted to return to the former job during the six month leave. With additional management approval, the unpaid leave may be extended to nine months (beginning on the date of birth or placement) without loss of seniority or benefits.

38. Part-Time Employees. (Art. XV). Modify the current Article XV as follows:

ARTICLE XV – PART-TIME AND TEMPORARY EMPLOYEES

A. All part-time Employees and “Covered Temporary Employees” shall be paid on an hourly basis determined by the weekly minimum salary provided for their classification and the equivalent full years of experience, unless provided otherwise in Articles III and IV of this contract.

B. [same]

1. [same]

2. [same]

3. For purposes of this contract, a “Covered Temporary Employee” shall be defined as an Employee on the Company’s payroll and hired by the Company to work for a specified period of less than twelve (12) months or for a specified project expected to be completed in less than twelve (12) months. A Covered Temporary Employee who works beyond twelve (12) months to complete a specified project, and who has worked an average of twenty (20) or more hours per week during the preceding twelve (12) months, shall be considered a regular part-time Employee until completion of the project.

C. [same]

D. [same]

E. [same –(except for deleting reference to STD and Sick Leave)]

F. Covered Temporary Employees and part-time Employees not qualifying as regular part-time Employees shall not be covered by the following Articles: [rest same]

G. The Company retains the right to engage third-party vendors or consultants to perform work on behalf of the Company on a temporary or permanent basis . Employees of such vendors or consultants (“Contractor Staff”) may perform work on the Company’s premises and may perform work similar to work performed by members of the bargaining unit.

H. (1) The Company from time to time retains temporary services through third-party staffing agencies, (“temporary employees”). Such temporary employees are retained in order, among other things, to fill job vacancies pending the hiring of full-time or regular part-time Employees or to staff short-term projects or to provide specific expertise. For purposes of clarification, the definition of “temporary employees” does not include Covered Temporary Employees, Contractor Staff, or freelancers. No temporary employee will work for the Company for more than 12-months. After 12 months, such temporary employees will

be treated the same as Covered Temporary Employees, except that a temporary employee's work tenure may be extended by the Company for a period not more than six additional months for temporary employees who are working on projects that extend beyond 12 months, and for temporary employees who are filling in for regular employees who are on leave, but for not more than an additional 6 months.

(2) Individuals engaged as a temporary employee more than six months prior the date this Agreement is ratified will be subject to the terms of this paragraph H commencing six (6) months after the date this Agreement is ratified. (E.g., a temporary employee engaged nine months before ratification must be converted to a Covered Temporary Employee six months after ratification, unless the temporary assignment has been extended for a maximum of another six months.)

I. The Company will provide the Union each month with a list of temporary employees. This list will provide (1) the name of the worker retained, (2) the name of the third-party agency providing the worker, (3) the Business Unit in which the worker is providing services; (4) the name of the Dow Jones manager associated with the worker; (5) the date of engagement, and (6) the date that the Company expects that the assignment will terminate.

41-42. Special Committees (XVI) – Add the following:

B. Grievance Committee. A joint committee, comprised of at least two members to be named by the Company and two members to be named by the Union, shall be established and shall meet monthly to review any grievances between the parties as defined by Article XI of this Agreement.

C. Incentive Committee. There will also be a joint standing committee created with equal representation from the Union and the Company concerning incentive plans. Under the contract, forty-five (45) days' notice must be given to the Union concerning a change, modification or termination of an incentive plan. Any notice given under this provision will be referred to the joint standing committee. The Union may refer any question concerning the plans at any time to the joint standing committee. The Company reserves all rights to make the final decision concerning the incentive plans. For any design changes to an incentive plan year over year, the Company will provide a written explanation for such changes. The Company will provide plan participants with a mechanism for tracking their progress towards their target incentive payouts.

48. Job Posting (XXII(F) & (H):

EF. The Company will determine whether, and to what extent, relocation expenses will be provided, except in the case of a transfer or-relocation to which Article V applies.

GH. A "job opening" exists within the meaning of this Article whenever:

- An Employee leaves a position and Dow Jones seeks to replace that Employee in that position;
- A new position is created; or
- A position is changed in important respects such as may occur where there is a change in locationLocation, job classification, or departmentDepartment.

51. **Company-provided benefits.** (XXIV(H)). Modify current language as follows:

Article XXIV(H)

H. Bargaining Unit Employees participate in the Company's plans, policies, and programs that provide for various employee benefits. Complete policy details, including eligibility rules, can be found in the Company's Employee Handbook and on the Company's HR and/or Benefits websites. These policies are subject to change at the Company's discretion, except for the Physical Fitness Reimbursement Program and the minimum benefit level for the Emergency Back-up Child Care plan as noted below, provided that Bargaining Unit Employees will be eligible for the same benefits as non-union employees. The Company will provide notice of any changes in the corporate plans applicable to IAPE-represented employees and the union will have an opportunity to consult about such changes before they become effective. As of the ratification of this Agreement, the Company's policies provide for the following benefits, which are subject to the terms of the published policies:

The following benefits described in the Company's published summary plan descriptions, as amended and effective April 30, 2010, except where other dates are noted below, are incorporated herein and shall continue remain in effect during the term of this Agreement:

1. Long Term Disability Benefits.
2. Basic and Supplemental Life Insurance ~~(as amended effective January 1, 2017):~~
3. Business Travel Accident Insurance.
4. The Dow Jones Educational Assistance Plan ~~—the plan terms may be modified to require employees who receive Educational Assistance benefits to pay back the money if they voluntarily leave the company after the date they receive the benefit payment (or the payment is made directly to an educational institution):~~
 - ~~Within six months—100%~~
 - ~~Within twelve months—75%~~
 - ~~Within eighteen months—50%~~
5. Employee Assistance Program.
6. Dependent Care Program.
7. ~~Bereavement Leave. (Amended amended Aug. 2012)~~
7. Physical Fitness reimbursement (\$600 annually)
8. Emergency Back-up Child Care reimbursement (\$700 annually)

~~The Union will have the option to adopt any future policy changes in one or more of these areas and other employee benefits implemented by the Company for non-union employees, subject to the understanding that, if the Union chooses to adopt such future changes, the adoption will include a bargaining waiver as to additional changes to such the plan or plans involved plans beyond the date that the Union adopts the corporate benefit changes to the plan or plans.~~

~~K. — **Emergency Child Care.** The Company will provide emergency child care to allow an Employee to come to work when his or her regular care provider is not available. Reimbursement will be made of the actual expense up to a maximum of \$600 per year.~~

~~Company payments to the Employee of this benefit shall be non-taxable to the Employee to the extent permitted by law. The Employee will be reimbursed upon submission of documentation. The Dependent Care Plan defines child and legal provider and requires that both spouses be working. For emergency care reimbursement a further limitation will be that the provider not be a relative living in the Employee's home.~~

55-56 – Tier and Scale changes.

Classification (Tier) Changes:

1. Eliminate Tier 1A. Existing Tier 1A positions shall be reassigned as follows:
 - Circulation Clerk Tier 1
 - Circulation Field Rep Tier 3
 - Intern Tier 1
 - Specialist, GREF, Mailroom Tier 1
2. Modify the job description for Intern as follows:
Under supervision, assists staff and/or management in any department in basic functions, project assignments, and miscellaneous tasks, including work experience that supplements educational initiatives. (Student Interns, as defined in Article I(B) are excluded.) No employee shall be classified as an Intern for longer than one year without review by both the Company and the Union. ~~Minimum scale for this position shall be \$10.00 per hour.~~
3. Modify Tier 1 weekly rates as follows:

A Scale	B Scale	C Scale	D Scale
\$525	\$551	\$579	\$608
4. Reassign existing Tier 1 positions as follows:

- Account Services Rep Tier 3
- Retail Checker Tier 3

5. Reassign existing Tier 3 positions as follows:

- Channel Coordinator Tier 4
- Events Coordinator Tier 4
- Marketing Coordinator Tier 4
- Regional Sales Coordinator Tier 4

7. Reassign existing Tier 4 positions as follows:

- Marketing Associate Tier 5
- Product Specialist Tier 5

8. Reassign existing Tier 5 positions as follows:

- Marketing Coordinator, Senior Tier 6
- Yield Analyst Tier 6

9. Reassign existing Tier 6 positions as follows:

- Relationship Manager Tier 7

10. **IT Scales.** Effective July 1, 2019, IT Scales shall be revised as follows:

Tier	Annual A (current)	Annual A (counter)	% increase	Annual B (current)	Annual B (new)	% increase	Annual C (current)	Annual C {new}	% increase	D	Annual D	% increase
1A	34401	38000	10%	37079	39900	8%	39495	41895	6%	n/a	43990	5%
1	43434	47000	8%	45955	49350	7%	48528	51818	7%	n/a	54408	5%
2	52625	58000	10%	55724	60900	9%	58927	63945	9%	n/a	67142	5%
3	68749	75000	9%	72635	78750	8%	76627	82688	8%	n/a	86822	5%
4	83244	90000	8%	88076	94500	7%	92855	99225	7%	n/a	104186	5%

- 11. Reporter Scales.** Effective July 1, 2019. Delete current A and B steps in the Reporter scale. Make the current C step the new A step, with steps B, C, and D corresponding to the current steps D, E, and F. Add new steps E and F at 5% increments. New scales would be:

A	61828
B	64896
C	69004
D	73684
E	77376
F	81224

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