

IAPE TNG/CWA LOCAL 1096

RESPONSE to DOW JONES PROPOSALS (select issues)

July 25, 2023

All union proposals remain unchanged except as provided below. All union responses to company proposals remain unchanged except as modified below.

**Company's Proposal:** H. Eligibility for increases. Only employees active on payroll or active but on authorized leave as of the date the Company processes the increases in the payroll for any year will be eligible for any increases, including retroactive amounts, if any. Any changes to shift differential, Stand-By pay, or other premium payments (other than base wages, including scale increases) will not be retroactive. (This revision clarifies the Company's intent and corrects an error regarding treatment of scale increases, which are retroactive.)

*IAPE needs clarification around potential layoffs in July. If someone is laid off in July, but payroll does not process until August, will the salary include the negotiated increase?*

**Company's Proposal: 4. Contract Administration Issues**

C. Interns. Modify the contract to provide that Interns are excluded from the bargaining unit. Interns are defined as any current student, including graduate students, and any person who has completed a program of study within the past year.

**IAPE's Counter-Proposal**

C. Interns. *Interns are defined as any current student, including graduate students, and any person who has completed a program of study within the past year.*

- 1) *Union open to accepting the exclusion of interns from the bargaining unit with the following condition:*
- 2) *Union proposes a 12-month cumulative cap on intern status.*

**Company's Proposal:** Notice of Meetings. Modify the contract to provide that employees should have not less than one (1) hour of notice of a disciplinary or investigatory meeting, provided that the Company shall notify the union via an acknowledged email or answered telephone not less than one hour before the meeting **and agree upon a mutually acceptable time for such a meeting**. If the Company cannot confirm notice to the union, then the meeting may be scheduled on not less than two (2) hours' notice by email to both the employee and the union, unless exigent or emergency circumstances require the meeting to happen sooner, in which case the Company shall make good faith efforts to notify the union as soon as possible.

*Provide IAPE with some examples of when the company may need to move quickly, so we can better understand the reasoning behind changing the wording for this.*

**Company's Proposal: 3. Procedures for Reductions in Force**. - Union reviewing.

**Company's Proposal:** B. Volunteer Process . (Same proposal) Modify the current contract so that, in circumstances where employees have the option to volunteer for a layoff, such eligible employee(s) must state their interest in a volunteer package within 7 calendar days of the announcement of the reduction in staff, and must make a final, irrevocable decision to accept or reject the package within 7 days of receiving the full details of the package. (Company's Proposal #3)

*Would the company be willing to re-assume responsibility for notification of the volunteer process to eligible employees, since this was once an employer function (pre-2016)?*

**Company's Proposal:** C. Process for applying for an available position (Art. VI(J)). (**Same Proposal**) In a circumstance where an employee who has been laid off has the right under the contract to have priority consideration for available jobs for which they are qualified for a period of thirty days after the layoff date, such employee must elect to invoke their priority right and termination payments will not be paid until the first pay cycle after the end of the thirty-day priority period or after the date the employee waives further priority consideration.

*Accept T/A.*

**IAPE's Proposal:** Revise "Rehire" section to increase rehire rights from one month to six months.

*Withdraw. Maintain the existing contract language of one month.*

**Company's Proposal:** D. Layoffs involving outsourcing. (**Same Proposal**) Remove the contractual requirement for 45-days' notice when layoffs involve outsourcing in circumstances where the outsourcing does not trigger the obligation for a 2-week consultation period between the Company and the union.

*Can the company provide us some background on why you are making this proposal?*

**Company's Proposal:** E. Department Head List. (**Same Proposal**) Delete the contract requirement for the Company to provide a Department Head list to the union periodically. The Company will provide the Department Head list at the time of any announced layoffs for those departments affected by the reduction in staff.

*We're not inclined to accept this proposal. We continue to stand by our proposals to clarify language around location and department structure. We recognize the impact these proposals have in job security and department clarity. In that context, we wonder if there's additional conversation we can have to smooth out these wrinkles.*

**Union's Proposal:** Article 6 - Job Security

- 1) Change probation period from nine months to six months, with a Company option to extend by an additional three months when a clear pattern of disciplinary or performance issues exists. The Company must file for extension of probationary period at least one month prior to the end of the six month probation period.

Additionally, the company must clearly inform all new employees of their probationary status in their offer letter.

*Union stands by our proposal.*

*Can the company extrapolate on the reasoning behind your rejection?*

*Can the company make considerations about other language that might lead to the reduction from 9 months to 6 months?*

**Company's Response: #20** – Reject proposal to reduce the length of the probation period, but **accept** the proposal regarding notice to employees as follows

“The Company will include a reference to the probationary period in offer letters for new hires, provided that, if the Company fails to include the reference, the probationary period shall remain in effect.”

*We make this counter-proposal, which includes your language, but also seeks to have the employee notified in writing of their status should they not be informed appropriately in their offer letter”*

**Counter-proposal:**

“The Company will include a reference to the probationary period in offer letters for new hires, provided that, if the Company fails to include the reference, the probationary period shall remain in effect. Upon notification of the company's failure to notify an employee in their offer letter, the company shall notify the employee of their probationary status in writing.”

**Union Proposal:** Job Security (Union's original proposal)

1) Replace Section B with the following:

The Union and the Employee shall be notified in writing at least four weeks in advance of each dismissal with specifications of the facts alleged to constitute just and sufficient cause.

**Company's Response: #21** – Reject proposal to require payment upon discharge for cause.

*We withdraw our proposal to require payment upon discharge for cause.*

**Company's Counter-Proposal on Retraining Allowance**

*We appreciate the company's movement here. Pending the data we requested, we may have a possible T/A on this.*

**Union's Proposal:** Job Security (Union's original proposal)

7) Add new: Any Employee laid off within twelve (12) months of receiving a change in classification shall have the option of returning to their former position, so long as the vacancy still exists or if the laid-off employee is more senior than the replacement hired into the laid-off Employee's former position.

**Company's Rejection: #26** – Reject union's proposal regarding bumping rights.

*We have a counter proposal to this, which removes the bumping rights, but allows employees to return to their former position if there's still a vacancy.*

### **Union's Counterproposal**

*Any Employee laid off within twelve (12) months of receiving a change in classification shall have the option of returning to their former position, so long as the vacancy still exists. If the job change requires a relocation, the move would be at the employee's expense.*

### **Union's Proposal: Severance Pay (Union's original proposal)**

1) **Sale of business unit or transfer to a new Employer.** Modify as follows:

If the Employee declines the position, then ~~half~~ full severance will be paid, along with full benefits, retraining and outplacement.

**Company's rejection: #28** – Reject proposal to modify the existing contract language re: sale of a business unit severance.

*While this is certainly a concern our members have given the uncertainties of the economy and the recent dealings of Rupert, we can revisit this conversation in the future. We withdraw this proposal without prejudice/reserve the right to discuss in future bargaining years.*

### **Union's Proposal: Severance Pay (Union's original proposal)**

**Retirement severance.** Employees who have attained twenty (20) years of continuous service may retire and receive a lump-sum payment equivalent to 75% of their severance pay entitlements as calculated in Section A.1.

**Company has rejected.**

*We might be willing to withdraw our proposal for a retirement payment, if the company is willing to raise contributions to the retirement plan per our other proposal.*

**Company's Counterproposal: #84** – Proposal in response to union's proposal re: amendment of Article XX (non-discrimination)

*Union still reviewing.*

*On the subject of DEI, and we had emailed briefly with Tom about this, we wanted to follow-up as there was some confusion about the rejection to what you've labeled as proposal #84. Was it your intention to reject the union's initial proposal specific to the Nondiscrimination language that you've made a counter for or was it your intention to reject the entirety of our DEI proposals?*

### **Union Classification Proposals (Tier Adjustments)**

*We agree this should be handled in a sub-committee. In the past, that sub-committee has met after our monthly joint committee meetings. We think that would be appropriate for this round of bargaining. We recognize it's a quick turnaround for this Thursday's joint meetings, so we propose starting those conversations following our August joint committee meetings.*

