

DOW JONES & COMPANY

PROPOSAL 10 (all open issues)

October 19, 2023

Any union proposals not specifically addressed here are rejected except for items the parties have withdrawn and those on which the parties have previously reached tentative agreements.

**I. Company Proposals Under Discussion**

**1. Compensation Issues**

1-A. **General Compensatory Increase** (also responsive to Union Prop (Art IV-(1) [#15]).

Year 1 – (New Proposal) 3% compensatory plus a lump sum payment equal to 0.25% of annual base salary paid in January of 2024 or on the date that bargaining unit employees are subject to increased medical premiums, whichever is later.

Year 2 – 3%

Year 3 – 3%

1-B. **Minimum Increase** (New Proposal also responsive to Union Prop Art. IV-(3) [#17]) – The Company proposes that the minimum increase should be the general compensatory increase applied to a salary of \$1,400/wk. [At the same level as the minimum scale for a Reporter]

1-C. **COLA** (also responsive to Union Prop Art. IV-(4) [#18]) Delete the COLA provision from the agreement. [**Same Proposal**] [The Company continues to reject the union’s proposals to maintain the COLA, but to delete the cap on increases and to change the calculation date from December to April.]

1-D. **Minimum Scales** (also responsive to Union Prop Art. III-(5) [#11]) Increase all minimum scales in the contract by three percent (3%) in the first year of the contract, then by one-half the percentage amount of the compensatory increase for year 2 and year 3. [**Same proposal**]

- Art. IX(3) [#36] – vacation sell-back. The Company has proposed that the sell-back threshold be the same as the amount established for the calculation of the minimum salary increase. The Company agrees to set the sell-back to \$1400 (the same level as the Company’s proposal for the minimum increase threshold).

- 1-F. **Stand-by Pay** (also responsive to Union Prop Art. III-(8) [#14])  
A. WITHDRAW proposal that Stand-By assignments may be issued for half-day periods, and shall be paid at half the amount of a full-day of Stand-By.  
B. Increase Stand-by Pay from \$215/255/wk to 240/285/wk (11% increase) **[T/A]**

## 2. **Benefits (Including Healthcare)**

2-A. **Coordination of Health Benefit Plan Design and Premiums** The Company has presented a schedule of maximum changes to health plan cost elements and premiums, including enhancements to the plans.

2-B. **Coordination of other benefits (excluding physical fitness)** Other than Health Insurance (covered above) and the physical fitness benefit (applicable only to IAPE-represented employees currently), IAPE-represented employees shall participate in the same corporate benefits plans as non-union, non-management employees.

2-C. **Premium Increases for supplemental Canadian coverage. (Added)** After receiving notice from our insurance carrier in Canada that premiums are being increased for our supplemental coverage, the Company advised the union that premiums for employees would be increasing slightly for 2024. The union has rejected the increases. The Company maintains as a proposal to increase premiums and to have the discretion to increase such premiums in the future so long as the increases are no larger than increases applicable to equivalent US medical plan options.

## 3. **Procedures for Reductions in Force, Severance**

3-A. **Structure of Seniority Groups** (as modified) Increase new-hire seniority equivalency from 2 years to 3 years. (Accept union counter-proposal) Increase seniority equivalency group for employees with more than 3 years of service to **2-year** bands. **(New Counter-Proposal)** Pay an additional 2 weeks of severance pay to any employee selected for layoff who has more than 3 years of longer service than a retained employee in the same seniority group.

**[In response to Union's proposal Art VI-(4)&(5) [#24 & #25] concerning the structure of Departments, the parties are continuing to discuss and investigate options and the Company expects to have something for the union soon in response to the union's list of departments the union proposes to consolidate]**

3-D. **Layoffs involving outsourcing.** Remove the contractual requirement for 45-days' notice where the outsourcing does not trigger the obligation for a 2-week consultation period. **[Same Proposal]**

#### **4. Contract Administration & Miscellaneous Issues**

4-E. **RTO Sideletter**. The sideletter negotiated in 2022 regarding, among other RTO items, the process for notification of departmental policy changes regarding days of work in the office, shall be terminated, except for the following provision (as modified) which will remain in effect for the term of the Agreement:

If any departmental plan is implemented or changed to require more days per week/month of in-office work, the Company will provide employees and the union with not less than ~~45~~ **30-days'** notice. The Company agrees that the in-office requirement shall not exceed 3 days for the remainder of calendar year 2023. [**Same Proposal**]

## **II. Union Proposals**

### **Compensation Issues**

- Union Prop Art II-(2) [#5] – Comp Time for overtime exempt employees working extra hours on regularly scheduled work days. [The Company continues to reject this proposal]

### **Benefits Issues**

- Art VIII – (1) [#32] – add two additional paid holidays per year. [The Company has agreed to add the day after Thanksgiving as a Company Holiday. The Company continues to reject the addition of a second additional holiday.]
- Art. IX – (1) [#34] – adding vacation time. [The Union has modified its proposal to request a one-time 4-week paid block of vacation time, in addition to regular vacation time, for all employees with more than ten years of service. The Company rejects this new proposal. Employees may take Personal Leave under current company policy and may use existing PTO time during such leave.]
- Art XVIII-(1) [#58] – increasing the Company's contributions to the 401K plan. [The Company continues to reject the proposed modifications to the 401K plan.]
- Art. IX(3) [#36] – vacation sell-back. The Company has proposed that the sell-back threshold be the same as the amount established for the calculation of the minimum salary increase. The Company agrees to set the sell-back to \$1400 (the same level as the Company's proposal for the minimum increase threshold). [Same as Above]
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### **Job Security/Layoff Issues**

- Art VI-(4)&(5) [#24 & #25] – to modify the definitions for the determination of seniority groups. [Addressed above]

- Art VII-(2)(third additional added section) [#31] – pay 2 weeks of extra severance whenever an employee with equal seniority is selected for layoff where another employee in the seniority group has less service. [Addressed in Company Prop. 3-A, above.]

### **Additional/Miscellaneous Issues**

- Art I-(2) & (3) [#2 & #3] – to remove Photo Editors from the list of agreed-upon exclusions from the CBA.  
 [The Company will agree to remove Photo Editors from the current list of agreed-upon exclusions, subject to the union agreeing to a sideletter as follows: The parties have agreed to include Photo Editors in the bargaining unit to the extent required by a final order in NLRB case No. 02-RC-304551 (request for review pending) and without prejudice to the Company’s position that any employees who perform the job functions listed in the current exclusion language would be excluded.]
- Union Prop Art III-(1) [#7] – Reports to the Union. The parties are scheduling an offline meeting to discuss.
- Art X-(1) [#41] – requiring the company to refund overpaid union dues. [The Company continues to reject this proposal.]
- Union Prop XVI-(2) [#56] – 90-day requirement to agree on new job classifications. [This issue is still under discussion and has been taken up in the classification subcommittee, where the Company has made a counter-proposal.]
- Art XXIV-(2; first and second bullets) [#65] – [IP Rights] Granting employees ownership rights in work product for purposes of use in books and derivative works. [The Company continues to reject these proposals.]
- Art XXIV-(2; third bullet) [#66] – [AI] restricting the use of AI by the company. [The Company made a counter-proposal, agreeing not to use AI-generated speech in the voice of unit employees and agreeing to pay 4 additional weeks of severance pay in the event of a layoff resulting from the Company’s use of AI technology. The Company maintains this counter-proposal.]
- Art XXIV-(2; fourth bullet) [#67] – [Appearance fees] Union proposes to permit employees to solicit and negotiate appearance fees for non-DJ programs and to pay overtime or comp time for appearances on DJ programs that occur outside regular work hours on a regular work day. [The Company continues to reject this proposal.]
- Art XXIV-(2; seventh bullet) [#70] – [Princeton shuttle] The union proposes to require the reinstatement of the Princeton shuttle or to permit employees to expense transportation from the PJ train station to the office if no shuttle is available. [The Company is already allowing employees to expense transport from the PJ train station. The Company continues to reject putting this into the CBA.]
- Art XXIV-(2; eighth bullet) [#71] – reimbursements of expenses created by last-minute out-of-town travel assignments. [The Company continues to reject this proposal]
- Art XXIV-(2; ninth bullet) [#72] – changing the company’s cell phone reimbursement

amount. [This is a Company-wide policy and the Company declines to increase the monthly allowance for union-represented employees only.]

- Art. XXIV-(2; tenth bullet) [#73] – cap the number of days in office for all employees and prohibit monitoring of badge swipes. [The Company has proposed to cap the number of required in-office days for hybrid employees at 3 through the end of 2023. The Company agrees that work assignments outside the office count as days “in office.” The Company rejects the remainder of the union’s proposal.]
- Art XXIV-(2; eleventh bullet) [#74] – require dedicated desks for all employees. The Union has revised the proposal to apply only to employees who have special equipment needs. [The Company continues to reject this proposal. All employees with special equipment needs have been accommodated under the current system.]
- Art XXIV-(2; twelfth bullet, parts A,B&C) [#75] – Allowing employees to dictate the Company’s responses to certain subpoenas. [The Company continues to reject this proposal. The Company has always protected our employees and sources and we are not aware of any circumstances where the Company’s decisions have been an issue.]
- Art XXIV-(2; thirteenth bullet, parts A,B&C) [#76] – restricting the use of personal social media accounts and disclosure of passwords. [The Company continues to reject the proposal to develop contractual language to address the hypothetical issue.]
- Art XXIV-(2; fourteenth bullet) [#77] – imposing requirements regarding disclosure of digital metrics in the news department. [The Company continues to reject the proposal to develop contractual language to address the hypothetical issue.]
- Art XIX-(1)&(2) (Prop #2) [#78 & 79] – imposing specific standards and reporting requirements re: indoor air quality. [The Company provides a safe workspace for all its employees. The union has not asserted, and the Company is not aware of any circumstances where indoor air quality has been a problem. The Company continues to reject the proposal to develop contractual language to address the hypothetical issue.]
- Art XIX-(3) (Prop #2) [#80] – granting permission for all employees to work from home whenever outdoor air quality reaches specific reported levels. [The union has not asserted and the Company is not aware of any circumstance when an employee was forced to be exposed to unhealthy outdoor air in order to satisfy work requirements. The Company continues to reject the proposal to develop contractual language to address this hypothetical issue.]
- Art XX-(1); second bullet) (Prop #2) [#82] – imposing specific new requirements (including salary ranges) on the contents of job postings. [The Company already complies with legal requirements in this area and continues to reject the development of contractual language that expands legal obligations.]
- Art XX-(1); sixth bullet) (Prop #2) [#86] – requiring gender-neutral bathrooms on all work floors. [The Company does not control the existence of or designation of bathrooms in many of its offices. Where possible, the Company already provides single-use or gender-neutral bathrooms. The Company is not aware of any complaints or issues raised by employees over this issue and continues to reject the proposal to develop contractual language to address the hypothetical issue.]
- Union Prop. Supplemental (Prop #2) re: Classification Issues [#89] – to move up 44 job

titles to higher Tiers. [This proposal is still under discussion in subcommittee, where the Company has agreed to change 35 out of the 44 job titles.]

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