

DOW JONES & COMPANY

PROPOSAL 13 (Comprehensive – All Open Issues)

January 25, 2024

Any union proposals not specifically addressed here are rejected except for items the parties have withdrawn and those on which the parties have previously reached tentative agreements.

**1. Compensation Issues**

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

- Year 1 – **3.50%** (effective upon ratification) + a lump sum payment equal to 0.25% of annual base salary, paid in the first payroll cycle following the date that bargaining unit employees are subject to increased medical premiums.
- Year 2 – 3.0%.
- Year 3 – 3.0%.

**Minimum Increase** Company 1-B. -- (also responsive to Union Prop Art. IV-(3) [#17]) – The minimum compensatory increase will be the general compensatory increase percentage applied to a salary of **\$1,500/wk.** (\$78,000 annually). All employees earning less than **\$1,500/wk** will receive the dollar amount paid to an employee earning **\$1,500/wk** as their compensatory increase, unless they are due a scale increase that is higher. **[Accept Union proposal]**

**COLA** Company 1-C. -- (also responsive to Union Prop Art. IV-(4) [#18]) The Company will withdraw its proposal to delete the COLA entirely. **New proposal is to maintain the current COLA terms. Reject the union’s proposal to increase the cap on COLA adjustments.**

**Minimum Scales** Company 1-D. -- (also responsive to Union Prop Art. III-(5) [#11]) Increase all minimum scales in the contract by **three and one-half percent (3.5%)** in the first year of the contract, then by one-half the percentage amount of the compensatory increase for year 2 and year 3.

**Vacation sell-back.** Union Prop Art. IX(3) [#36] 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 level to **\$1,500/wk.** **[Accept Union proposal]**

## 2. Benefits (Including Healthcare)

**Health Benefit Plan Design** Company 2-A; Union Art XII(1-8) [#44-51] The Company has agreed to maintain all health plan elements unchanged for 2024, with the exception of deductible amounts in the CDHP plan that are required by law to go up to new minimum levels, and except for an enhancement to mental health coverage. For 2025 and/or 2026, the Company and the union have reached tentative agreements on some maximum plan design adjustments, which may be implemented up to the maximum amounts at the Company's discretion in 2025 or 2026. **[T/A – subject to agreement on premiums and all other items included in Benefits package]**

**The company will ACCEPT the Union's proposal that the company will consult about any enhancements to healthcare programs and allow the union to opt in.**

**Premiums.** The company has proposed a specific schedule of premiums (Company Proposal #4), including zero increase for employee-only plans and modest increases capped at 0.5% of pay for each year for multiple/family plan options. These premium changes will take effect at the earliest date possible after ratification. [Same proposal. Reject union's proposal for a 0.25% increase for all employees in the first year, followed by cost-of-living increases in future years.]

Included in the general benefits are:

- Union #53 – **Parental Leave** – eliminate the distinction between “primary” and “secondary” caregivers to allow 20 weeks of paid leave for both. [Currently in place for 2024]
- Union #52 – **Bereavement Leave** – increase the number of days of benefits available and remove the restrictions on the identity of persons whose deaths qualify for leave.
- Union #47 – **Mental Health Care** – apply in-network rates and rules to out-of-network providers for mental health services. [Currently in place for 2024]
- Union #46 – **Doula Coverage** – Union proposes to allow coverage for Doula services under health plan. Company has tentatively agreed to consult with the union and discuss ways to provide reimbursement for Doula services, which are not covered by the Aetna health plan, starting in 2025.
- Union #32 - Art VIII – (1) – **additional paid holidays.** The Company has agreed to add the day after Thanksgiving as a Company Holiday.
- Union #48 – **Physical Fitness Benefit** – Union proposes to add “wellness programs” to the list of expenses subject to reimbursement. [OPEN]

**Coordination of other benefits (excluding physical fitness)** Company 2-B; [Union #45] Other than 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. [Same Proposal]

**Premium Increases for supplemental Canadian coverage.** Company 2-C. Premiums for employees will be increasing slightly for 2024, by the amounts determined by our insurance carrier in Canada. The Company maintains the discretion to increase premiums in the future so long as the increases are no larger than increases applicable to equivalent US medical plan options. [Same proposal]

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

**Structure of Seniority Groups** (Company Prop. 3-A; Union Prop. #24&25 (Art VI(5&6)) 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. 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. [T/A subject to agreement on Department List.]

**Department Definition and Department List** -- Union #24 & 25 - Art VI-(4)&(5) –The Company has agreed to fundamentally change the definition of a “Department” in the contract to remove the references to “department heads” and to instead create a list of named departments designated by the Company as distinct functional/operational groups. Employees will have seniority rights under the contract within their department, regardless of their individual managers or the identity of the departmental leaders. The names of such departments and the employees in each will be included in periodic reports provided to the union. The Company and the union have reached tentative agreement on the specific lines of demarcation that separate departments within larger company units, but a few issues remain unresolved (e.g., D.C. News Bureau, Investigations Team, Barron’s News etc.). At the conclusion of negotiations, the Company and the union will continue the process of placing each unit employee into a newly designated Department.

The related issue of the definition of a “Location” under the contract and the status of employees who report to distant managers is still under discussion. [Under discussion]

Current state of proposals re: changes to contract language:

#### ARTICLE VI – JOB SECURITY . . .

K. “Department” for purposes of this Article means the area of the Company in which the Employee in question works and which is a distinct functional/operational group. The names of such departments and the

employees in each will be included in periodic reports provided to the union.  
[agreed]

ADD:

1. For any newly created Departments, the Company shall determine in the first instance the name of the Department and the employees included in it. The Union may challenge the Company's determination by raising the issue in the Classification Committee and, if not resolved there, through the grievance process. The parties agree that the Company may, at its sole discretion, combine two or more existing Departments into a single Department

2. Nothing in this Article shall limit the right of the Union to bring any questions concerning duties and Departmental assignment of any employee to the Classification Committee. In any such dispute, the wording of the relevant job descriptions and duties performed by the Employee shall determine the proper Department assignment. [agreed]

====

L. "Location" for purposes of this Article means one of the locations of the Company specified in the "Scope of Agreement" clause, as may be amended. In addition, the location of an Employee assigned to work out of their residence, or a News Employee who is **[the only employee in their job classification in their physical work location]** assigned to report to a manager located in a ~~bureau~~ different ~~from that in which the Employee is physically located location~~, (a "telecommuter"), shall be the location of the manager ~~who supervises the telecommuter's work~~, except for telecommuters whose assignment to cover a specific geographical area requires them to maintain a residence in that area. In such cases, the Employee's location for purposes of this Article shall be their residence and the Employee will be notified that their residence is their location for the exercise of seniority. **[highlighted language in dispute]**

**Out-of-seniority severance premium (Union Prop # 31 - Art VII-(2)(third additional added section)** – Whenever an employee with equal seniority is selected for layoff where another employee in the seniority group has a later hire date, but with more than 3 years of service, the employee selected out-of-seniority will receive 2 additional weeks of severance pay. [T/A subject to agreement on full job security package]

#### 4. Contract Administration & Miscellaneous Issues

**Return-To-Office Sideletter** Company 4-E (and Union Art XXIV(2-J) [#73]. The current 3-days-per-week in-office maximum requirement shall remain in effect through March 31, 2024. The Company will continue to provide not less than 30 days' advance notice to the affected employees and to the union whenever there is a change to the in-office work expectations for any group. [Same Proposal]

**Photo Editors** Union # 2&3 - Art I-(2) & (3) [#2 & #3] – Remove from the list of agreed-upon exclusions from the CBA and clarify that the union may challenge agreed-upon exclusions on a title/classification basis as well as on an individual basis. Add a footnote to the agreement 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.”* [OPEN]

**Reports to the Union** Union Prop III(1) [#7] – The union has Withdrawn this Proposal.

**Artificial Intelligence Issues** (Un. #66, Art XXIV(2-c)). The Company has accepted the union’s proposal to bar the use of voice recordings in connection with AI-generated speech without the consent of the employee and has agreed to apply the extra 4 weeks of severance pay applicable to outsourcing when a job is eliminated because of the use of AI. (Co. Prop #10)

All remaining open issues not addressed above are rejected, including:

- 401K Plan (union #58) – to increase the company contributions to the 401K plan.
- ~~Overpaid union dues (Union #41) – to have company pay any overpayments.~~ [ Union has withdrawn this proposal]
- Book Leave/IP rights (Union #64 & 65) – to grant reporters IP rights over potential books based on reporting.
- AI Restrictions (Union #66) (except as noted above)
- Cell Phone Reimbursement Rate (Union #72) (as modified)
- “Source Protection” (Union #75)
- Digital metrics reporting (Union #77)
- Job Posting Requirements/Pay Transparency (Union #60) – Union has modified the proposal to include only the required listing of pay ranges on all job listings.
- Indoor Air Quality Reporting & Standards (Union #78&79)
- Outdoor Air Quality (Union #80) – allows employees to work from home if external air quality exceeds specific number.

