IAPE TNG/CWA LOCAL 1096

COMPREHENSIVE PROPOSAL

for a new collective bargaining agreement with

DOW JONES & COMPANY

June 23, 2022

(The Union reserves the right to modify or withdraw any of the following proposals during bargaining. These proposals are made without prejudice to the Union's position regarding the proper interpretation of the existing contract language or existing practices or policies. All proposals are part of a complete package, and no agreements reached during bargaining are final until agreement has been reached on all issues.)

Unless specifically noted in the following proposals, all calendar dates within the 2019-22 Agreement shall be adjusted to reflect the term of the new Agreement.

Article I - Scope of Agreement

1) **Covered Locations.** Delete references to locations closed since 2019 and where Employees are no longer located (Bowling Green, Highland)

2) Add new section:

   This contract is also applicable to each Telecommuter who regularly works at or reports to a manager at any Covered Locations or who regularly works from a home office located within fifty (50) miles of any Covered Location.

3) **Excluded Personnel.**

   Delete exclusions for Assistant News Editor, Graphics Editor, Photo Editor, Film Editor, Assistant Editor and Associate Editor.

Article II - Hours and Overtime

1) Add to overtime section:
Employees shall not be required to work in excess of fifteen (15) overtime hours during any work week.

2) Add to Compensatory Time Off section:

**Extraordinary Hours Worked.** When an overtime exempt Employee is assigned by their supervisor to perform work in excess of seven (7) hours on a regular work week day and such work requires three (3) or more additional hours, the Employee will be granted Comp Time for all additional hours worked.

**Article III - Job Classifications and Wages**

1) Update language to reflect current practice of delivery of employee reports to the union (weekly hire, termination and transfer reports; bi-weekly dues and address reports; quarterly employee data reports).

2) Add requirements for delivery to the union copies of every disciplinary notice, offer letter and separation agreement for any IAPE-represented employee.

3) Add new section after Section D:

Each Employee paid a salary in excess of the A scale but less than the B scale shall be determined to have level A experience. Each employee hired or classified into a position and paid a salary in excess of the B scale but less than the C scale shall be determined to have level B experience. Each employee hired or classified into a position and paid a salary in excess of the C scale but less than the D scale shall be determined to have level C experience. Each employee hired or classified into a position and paid a salary in excess of the D scale but less than the E scale (if any) shall be determined to have level D experience. Each employee hired or classified into a position and paid a salary in excess of the E scale (if any) but less than the F scale (if any) shall be determined to have level E experience. Each employee hired or classified into a position and paid a salary in excess of the F scale (if any) shall be determined to have level F experience.

4) Add new section providing Employees with experience credit when they migrate to a position with a higher Tier. For example, an employee with ‘B’ level experience in a Tier 2 title will retain that ‘B’ scale placement upon promotion or reclassification to a higher Tier.
5) Effective July 1, 2022, July 1, 2023 and July 1, 2024, all scales shall be increased by a percentage equal to the negotiated compensatory increase.

6) Adjust **Shift Differentials** as follows:

   Effective **November 17, 2019 July 1, 2022**, regular full-time Employees whose shifts start between 5:00 p.m. and 5 a.m., or who work at least 50% of their scheduled shifts between said hours ("night shift"), shall receive shift differential payments of $140 $200 per week.

7) Delete “newsroom Employees” exemption from Section I, **Stand-By Pay**.

8) Adjust **Stand-By Pay** rates as follows:

   **Overtime eligible Employees.** Upon ratification **Effective July 1, 2022**, stand-by pay shall be $205 $250 per week. An Employee required to be on stand-by on weekends or holidays only, will be paid $61.50 $75 per day. Stand-by pay for an individual weekday, or any portion thereof, shall be $41 $50. Stand-by pay for a full week in which a holiday occurs shall be $225.50 $275. Effective 7/1/21, stand-by pay shall increase to $215 per week. An Employee required to be on stand-by on weekends or holidays only, will be paid $64.50 $75 per day. Stand-by pay for an individual weekday, or any portion thereof, shall be $43. Stand-by pay for a full week in which a holiday occurs shall be $236.50. **Effective July 1, 2023, and July 1, 2024 all rates shall increase by the same amount as the compensatory increase.**

   **Overtime exempt Employees.** Upon ratification, stand-by pay shall be $245 $300 per week. An Employee required to be on stand-by on weekends or holidays only, will be paid $73.50 $90 per day. Stand-by pay for an individual weekday, or any portion thereof, shall be $49 $60. Stand-by pay for a full week in which a holiday occurs shall be $269.50 $330. Effective 7/1/21, stand-by pay shall be $255. An Employee required to be on stand-by on weekends or holidays only, will be paid $76.50 per day. Stand-by pay for an individual weekday, or any portion thereof, shall be $51. Stand-by pay for a full week in which a holiday occurs shall be $280.50. **Effective July 1, 2023, and July 1, 2024 all rates shall increase by the same amount as the compensatory increase.**
Article IV - Compensatory Increase

1) Effective July 1, 2022, July 1, 2023 and July 1, 2024, Employees for whom the compensatory increase is the largest applicable wage increase under the Agreement shall receive increases in amounts TBD.

2) Add new:

If, during the term of this contract, the exchange rate between the Canadian Dollar and the US Dollar exceeds 1.25 (1.25 Canadian dollars = $1.00 US) for a period of more than 180 days, the following compensatory increase for Employees in Canada shall increase by 0.5%.

3) Minimum Increase. The minimum increase for each contract year shall be adjusted to reflect a weekly increase equal to the compensatory increase applied to a weekly gross wage of $1,000.

4) Cost of Living Adjustment (COLA). Delete references to maximum adjustments.

5) Adjust computation of the cost of living as follows:

Computation of the cost-of-living. The cost-of-living shall be computed based on a comparison of the annual average of the Consumer Price Index for all urban consumers (CPI-U) as reported by the U.S. Department of Labor – Average Price Data for All Urban Consumers (current series), U.S. all items, 1982-84=100 (CUUR0000SA0) where the 2005 average index is 195. To calculate the cost of living, take the annual average CPI index for the calendar year twelve-month period ending immediately on the last day of April prior to the scheduled wage increase (e.g., the 2011 annual index for the wage increase due on July 1, 2012), divide by the annual index for the same period during the prior year, and subtract 1. Convert this number to a percentage and compare to the compensatory percentage increase due the following July 1st.

Article VI - Job Security

1) Change probation period from nine months to six months.

2) Adjust retraining allowance sums as follows:
Outsourcing or automation:

- 9-18 months -- $9,000 $4,000 retraining allowance + Level 1 outplacement
- 18 months-3 years -- $6,000 $7,000 retraining allowance + Level 1 outplacement
- 3-5 years -- $9,000 $10,000 retraining allowance + Level 2 outplacement
- 5+ years -- $12,000 $14,000 retraining allowance + Level 2 outplacement

Reductions in force or job elimination:

- 9-18 months -- Level 1 outplacement
- 18 months-3 years -- Level 2 outplacement
- 3-5 years -- $3,500 $4,500 retraining allowance + Level 1 outplacement
- 5+ years -- $5,000 $6,000 retraining allowance + Level 2 outplacement

3) Revise “Rehire” section to increase rehire rights from one month to six months.

4) Revise Section K. “Department” as follows:

“Department” for purposes of this Article means the area of the Company in which the Employee in question works and which is supervised by a Department Head who reports to a Manager at a level equivalent to a Vice President or a Deputy to a Vice President. A list of such departments and Department Heads will be provided to the Union annually at its request, as well as in advance of any layoffs. The department list provided to the Union most immediately prior to the notice of reduction in force shall govern all layoffs.

5) Add new: Any Employee laid off within twelve (12) months of receiving a transfer or promotion 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.

**Article VII - Severance Pay**

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.

**Article VIII - Holidays**

1) In VIII-A, add Juneteenth
2) In VIII-B, add Truth and Reconciliation Day

3) In both A and B, extend employee discretion to choose cash or day in lieu of a holiday to all holidays, not only those after July 3 in any calendar year.

**Article IX - Vacations**

1) Add a sixth week of vacation time for Employees who attain 10 years of continuous service.

2) Modify Section D as follows:

   Any Employee who leaves the employ of the Company during the current applicable vacation year without taking his or her their vacation shall be entitled to receive a cash settlement corresponding to the greater of Employee’s vested unused vacation time or all scheduled unused vacation time if the Employee is eligible for severance pay under Article VII. Vacation time shall vest monthly (pro rata). Employees whose employment terminates on or before the first working day of a month do not accrue unused vacation pay for that month.

3) Modify Section E as follows:

   An Employee who is entitled to at least three weeks of vacation and whose compensation is $1,250 1,500 per week or less will be granted one week's pay in lieu of one week's vacation at the request of the Employee.

4) Modify Section I as follows:

   **California Vacation and Personal Day Accrual Cap.** Employees in California shall be subject to an annual cap on accrual of vacation and personal days set at 175% 200% of the Employee’s single-year annual allotment as set forth in this Article and Article VIII. Employees at the cap shall not accrue additional vacation or personal days until their total accrual falls below the cap.

**Article X - Union Membership**

1) Modify Section D.3 as follows:
All refunds of dues, 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, 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. **In the event the Company fails to update an Employee’s payroll status within two (2) weeks of an Employee transferring to a non-covered position, the Company shall be responsible for reimbursing the Employee for dues or assessments withheld from the Employee’s pay after the effective date of the transfer.**

**Article XI - Grievance Procedure**

1) Modify Section E to require simultaneous notice to the Union when an Employee is summoned to a disciplinary or investigatory meeting.

2) Incorporate language from the settlement of Grievance No. 2020-005. (See “Contract Side-letter” below, page 17.)

**Article XII - Health Insurance and Benefits**

1) Maintain current plan design and premium structure and existing 2021-22 maximums, for the life of this contract, with the following exceptions:

2) Add doula coverage to maternity and related newborn care services (all plans).

3) Provide the same level of coinsurance for out-of-network mental health treatment (inpatient and outpatient) as with in-network coverage.

4) Add new: “The Company shall cover travel expenses, including airfare, rail fare or mileage, for Employees and their dependents who need to travel out of state to access reproductive health care. Reasonable hotel and meal expenses for the Employee and/or dependent will also be included. Recognizing that individuals seeking reproductive healthcare may have children already, childcare expenses for young children remaining at home will also be covered for up to five days.”

5) Increase physical fitness reimbursement maximum to $700 per year; modify plan to allow for participation in wellness programs and reimbursement of home gym equipment expenses.
Article XIII - Leaves of Absence

1) Modify Bereavement Leave policy to allow for a single Funeral Day (non-family) to be taken up to six times each year.

2) Add new: Restore work/life leave as a permanent benefit.

Article XIV - Parental Leave

1) Remove distinction between primary and secondary caregivers.

Article XIV - Part Time and Temporary Employees

1) Revise Section H to provide for recognition of a temporary employee’s first day of performing work for Dow Jones as their hire date upon conversion to Covered Temporary Employee status.

Article XVI - Special Committees

1) Classification Committee. Agree to classify new jobs that have been established for at least one year and at any one time have been occupied by two or more persons.

2) Add new: If the company fails to respond within ninety (90) days to any union demand for classification, the title shall be assigned to a tier with the 'A' scale nearest the current average salary for the titles in question.

3) Incentive Committee. Remove “The Company reserves all rights to make the final decision concerning the incentive plans” from Section C.

Article XXII - Job Posting

1) Add new: IAPE-represented positions shall be advertised as such in all internal and external job postings.

2) Add new: The Company shall include the rate of compensation (or a range of compensation) in all postings. If the posting includes a range, it must include both the lowest and highest rate the Company might pay for the particular job.

3) All Employees who meet or exceed the posted qualifications and skills required for the position will be granted an interview by the Company for the position.
**General Proposals**

1) Update CBA language to make the Agreement more inclusive. Eliminate he/him/his and she/her/hers. Substitute they/them/their.

2) Book/Project Leave: Under no circumstances shall a Dow Jones policy restrict an employee from writing a book or engaging in a project on the employee’s own time or prohibit an employee from selecting literary representation of their choosing and a publisher of their choosing. The policy will not require an employee to share any advance or their income from the book or project with Dow Jones. Rights related to the use of any editorial material for purposes other than republication of the original work, such as use of the material as the basis for a book, film, television series, or podcast, or other similar story rights, shall remain vested solely with the original employee(s) who created the work.

3) Appearance fees, panel appearances and other “extra” work: Employees who are requested to appear on non-Dow Jones programs including but not limited to television, radio, podcasts, webcasts, streaming video or a live event shall be entitled to negotiate a fee for each appearance. If an employee is requested to appear on a Dow Jones program, production or event, they will be entitled to overtime pay or comp time for any hours which fall outside their regular schedule. Employees offered an opportunity to “volunteer” for Company events such as The Future of Everything Festival will be permitted to participate during paid work time and will not be required to use vacation time or personal days.

4) Dow Jones & Company Employee Wireless Device Policy – Increase reimbursement rate for voice/data to $100 per month.

5) Byline changes: The Company shall permit transgender staffers to change their bylines on articles retroactively, so that they reflect the identities they assumed publicly. (Also extend this courtesy to people who change their names for other reasons, like marriage or divorce.)

6) Classifications: Proposals to come.
Return To Office

1) With the exception of those employees deemed “essential,” in-office work at Dow Jones locations shall remain voluntary until at least September 1, 2022.

2) After September 1, 2022, “Business Units” identified during 2022 discussions over return-to-office issues shall operate with the following number of mandatory in-office working days:

- Experience            Fully remote
- Finance               Fully remote
- Customer Service      Up to 1 day per month
- Print Services        Up to 2 days per month
- B2B                   Up to 2 days per week
- Membership & Marketing Up to 2 days per week
- WSJ News              Up to 2 days per week
- Media Sales           Up to 2 days per week
- New Ventures          Up to 2 days per week
- Barron’s Group        Up to 2 days per week

3) Work Categories. All employees will be deemed to fall into one of three categories: (a) Fully remote; (b) Hybrid; or (c) Anchor. Business Unit plans regarding in-office days apply to all Hybrid workers as defined in “Flexible Work Policy.”

4) Employees who moved to new residences after March 1, 2020, and who no longer have a residence in the vicinity of their office location, and who are required to resume in-office work will be permitted a minimum of 90 days to relocate. Additional time will be considered on a case-by-case basis. The company will honor existing agreements for all employees who moved away with advance approval.

5) Workers hired during the pandemic. Employees hired after March 1, 2020 and who were formally designated as fully remote will have the same status as fully remote workers hired before the pandemic and are subject to all the same rules and conditions as any other fully remote employee.

6) Resignation. When employees’ requests for permanent Remote Working status are declined and employees are required to return to in-office work, employees may choose to resign their employment within 60 days of their first mandatory in-office day, and that such employees will be paid six (6) weeks of severance pay and one (1) month of extended medical coverage. Employees must execute a standard release. No other
post-termination benefits will be provided. The forgoing eligibility does not apply to an employee who has an exemption from working in the office.

7) **Vaccinations.** Dow Jones requires that all employees who are physically present in office workspaces, including temporary workers and independent contractors, be fully vaccinated against COVID-19 according to the latest CDC government guidelines: A person is fully vaccinated two weeks after receiving all recommended doses in the primary series of their COVID-19 Vaccination. Employees who fail to comply with these requirements will have their badge deactivated and as a result, be unable to enter our offices.

8) Unvaccinated employees shall be permitted to work from home where feasible.

9) Unvaccinated employees who are unable to work from home shall be permitted to:
   - Make use of available paid time off, and
   - Be granted unpaid leaves of absence, consistent with the terms of the Personal Leave policy

10) Employees who are unable to return to work at the conclusion of their leave may be subject to termination.

11) The Company agrees to provide the union with not less than 45 days’ advance notice of any intention to modify the policy.

12) **Booster Clinics.** The Company will engage in internal discussions with management and the benefits department about the provision of on-site booster shots, with the understanding that it may not be feasible or efficient to provide on-site boosters rather than having employees get their free boosters at a conveniently located pharmacy or their own doctor’s office.
Flexible Work Policy (Replacement for “Work Anywhere”)

(For inclusion in the Collective Agreement.)

As we embark on new ways of working, Dow Jones and IAPE agree to the following Flexible Work Policy to clearly define the categories of flexible working arrangements, the responsibilities and expectations of employees working flexibly and the resources the Company offers to flexible workers.

Categories of Workers

The Company recognizes the following categories of workers:

● “Remote” and “remote employee” — an employee who works from a location other than a Company office five days per week and only works from a Company office on occasion.

● “Hybrid” and “hybrid employee” — an employee who regularly works from a Company office less than 5 days per week and works from a location other than a Company office the remaining days of the week and who has not been designated “remote.”

● “Anchor employee” — an employee who works from a Company office location 5 days of the week.

Employees may request to change their employment category and/or modify the terms of their flexible working arrangement by discussing it with their Manager and People Business Partner and completing the required request form for our Global Mobility Taskforce. All such requests shall be granted unless approval would impair the normal functioning of the business. If a request is denied, their immediate supervisor will provide a written explanation for why the Employee’s request has been denied.

Terms and Conditions of Employment

An employee’s status as hybrid, remote, or anchor shall not affect their job responsibilities, working hours, overtime eligibility, vacation entitlement, timekeeping responsibilities, lunch and break schedules or any other terms and conditions of employment with Dow Jones, except where legally required or as the parties may agree. An employee’s employment status under the collective bargaining agreement remains unchanged. Benefits may be altered in certain jurisdictions depending on the relevant legal and/or tax position in that jurisdiction.
All Company policies, including but not limited to the Code of Conduct, the Standards of Business Conduct, the Anti-Harassment Policy, the Information Governance Policy, the Electronic Communications Principles, the Global Privacy Principles, and the Acceptable Use Policy (as may be amended from time to time), remain applicable to remote and hybrid employees.

Health and Safety

The Company recommends that all employees working flexibly follow the guidelines in our Ergonomics Policy when setting up their flexible work area, including completion of an ergonomic self-assessment through the Company’s ergonomic assessment advisor, (currently Inspired Ergonomics).

Employees must notify their manager immediately of any situation or circumstance that affects their health, safety, or welfare, or of any accidents or injuries suffered in a remote workspace. Dow Jones will not be liable for any accidents or injuries suffered in the home office by anyone other than the employee, and the employee will hold Dow Jones harmless for any personal property damage incurred while working at home. Except where prohibited by local law, employees participating in a flexible working arrangement will be required to sign a Liability Waiver form to be provided by the Company.

Dow Jones reserves the right to inspect all remote work locations, upon reasonable notice, for the purpose of ensuring maintenance of a proper workspace, adherence to Company policies and standards of performance, or to inspect the workspace in the event of an accident or injury. Such inspection may be performed by a Company representative or third party agent.

Changes to Work Location

Employees working (Hybrid or Remote) from a location other than a Company office must inform the Company of the exact address where they will be working as well as the primary phone number they will use for business. This data will be maintained in the HRIS system for reporting, tax and mailing purposes. All employees working flexibly must notify the Company at least 60 days in advance of any plans to change their flexible working location and obtain sign off from the Company to ensure all potential issues are resolved prior to the move.

Unless the employee receives prior written approval from the People Team, an employee’s modified remote flexible work location must be in the same state and country as the employee’s original flexible work location.
Except where local law, collective bargaining agreements or individual employment contracts require otherwise, flexible working arrangements may be modified or terminated by Dow Jones with forty-five (45) days’ written notice if the employee’s flexible working arrangement no longer meets the legitimate business needs of the Company (as determined by the Company in its sole discretion) or if an employee’s performance falls below a satisfactory standard. In such cases, following the termination or modification of the flexible work arrangement, the employee may be expected to report to a Company office on a regular or more frequent basis as a condition of continued employment. Dow Jones will not be responsible for any losses or costs incurred by an employee as a result of a change in work status unless the employee is eligible for relocation assistance in accordance with the terms of the Company’s relocation assistance program or otherwise under applicable law.

**Employee Responsibilities when Working Flexibly**

Employees working flexibly must provide a work environment at home (or at another approved location) that will permit them to carry out their job responsibilities to the same level of quality, professionalism and timeliness as in an office setting. It must be safe, quiet, ergonomically sensible, free from hazards or obstructions, and well lit.

Employees are expected to continue to work their assigned work hours and to seek their managers’ prior approval for any time off in the usual way. Employees must be exclusively engaged on the rendering of services for the Company and not on other activities during their regular working hours. Overtime hours, if applicable, must be approved by their manager in advance according to the same policies and procedures that apply to employees working in the office.

For hybrid employees, the flexible working location must be within reasonable commuting distance to the employee’s assigned Company office to ensure that there is no disruption to the employee’s days in-office.

Employees working flexibly must continue to be available for calls, meetings and assignments during regular working hours. They also must speak with their manager and colleagues at regular intervals to stay abreast of work issues and to maintain a collaborative, team work environment. Employees working flexibly may be expected to come into a Company office (including for hybrid employees, on days when they are not usually scheduled to do so) upon their manager’s request with reasonable notice.
Flexible working is not a substitute for child/dependent care. The employee must ensure that suitable childcare and dependent care arrangements are in place. In certain jurisdictions (including the US), employees may be asked to provide documentation demonstrating that arrangements have been made.

All flexible workers must take all reasonable measures to ensure the confidentiality of Company information within their remote work locations, including limiting physical access to hard copy files and documents and implementing such cybersecurity measures as the Company’s Cybersecurity Department may require or recommend.

All flexible workers must store Dow Jones data (documents, spreadsheets, e-mail archive, intellectual property, trademarks, etc.) on Dow Jones’s Document Management System, network drives or servers and not exclusively on the local hard drive of their computers. Dow Jones may review and monitor such systems and employees should have no expectation of privacy as to any data or documents stored on the Company’s systems.

All flexible employees should seek receipt of documents electronically whenever possible. To the extent electronic delivery is not possible, remote employees should direct business mail through their manager’s office unless the Company directs otherwise. Hybrid employees should direct business mail to their assigned Company office.

**Equipment and Reimbursements**

The Company will provide Employees working flexibly with the equipment reasonably required to perform their job duties, including a laptop or desktop computer, computer monitor, keyboard and mouse. Such equipment shall remain the property of Dow Jones and employees using such equipment should have no expectation of privacy as to any data stored on such computers. Employees must treat all Company equipment supplied for flexible working with due care and for the purposes for which it is given. Any such Company equipment must be returned in good working order (except for normal wear and tear) upon employee’s termination of employment or at any time at the request of the Company.

Employees working flexibly may also qualify for reimbursement of their work-related mobile phone expenses in accordance with the Company’s Wireless Device Policy.

Additional resources and/or reimbursements shall be provided in accordance with the Employee’s flexible working category. Unless provided otherwise by local law, such benefits will be as follows:
Allowances:

<table>
<thead>
<tr>
<th>Category of Flexible Worker</th>
<th>Home office annual allowance</th>
<th>Office Supplies</th>
<th>Reimbursement of expenses for travel to a Company office?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remote</td>
<td>$500*</td>
<td>To be provided through the Company’s Amazon Business Site or a similar provider to be identified by the Company</td>
<td>1- if employee is hired as a remote employee, travel costs will be reimbursed by their department, according to standard T&amp;E policies 2- if employee chooses to move away from an office location and is granted remote status, employee will be responsible for all travel costs to a company location</td>
</tr>
<tr>
<td>Hybrid</td>
<td>$240*</td>
<td>To be provided through the Company’s Amazon Business Site or a similar provider to be identified by the Company</td>
<td>Employees will not be reimbursed for travel expenses to their assigned Company office but will be reimbursed for reasonable expenses for travel to another Company office in accordance with the Company’s T&amp;E policy</td>
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* All values expressed in USD, subject to local tax obligations, and subject to change at the Company’s sole discretion except where legally or contractually regulated.

**Tax and Salary Implications:**

The tax implications of remote or hybrid work arrangements will depend on the flexible working location and the Company office to which the employee reports or would report, as well as an employee’s personal tax situation. Dow Jones cannot provide tax advice and recommends that employees consult their tax professional as laws often change. Any incremental taxes (including double state taxation) owed as a result of flexible working are the employee’s sole responsibility except as may be provided in the Company’s relocation assistance program.
Investigation Meetings

August 26, 2021

The parties to a current collective bargaining agreement agree that, for purposes of clarifying Article XI, Section E, which reads:

“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 E, 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.”

1. **Notice.** The Union and the Company agree that, in situations where an internal investigation requires an interview with an IAPE-represented employee, but where the employee is not the target of the investigation and is not suspected of any misconduct or wrongdoing, the meeting invitation will also include the following statement, or language with substantially similar meaning:

   “This meeting is related to an internal investigation where we believe you may be a witness or otherwise have information relevant to the investigation. This is not a disciplinary meeting and you are not accused of any misconduct or wrongdoing.”

2. **Providing a Union Representative on Request.** The Union and the Company agree that, in any investigatory interview or meeting (even one in which the employee being interviewed is not the target and is not suspected of any wrongdoing or misconduct), the Company will honor the request of an IAPE-represented employee to have a union representative present during the interview/meeting, and will permit the employee a reasonable opportunity to obtain a union representative before the interview commences (or resumes if the request is made after the start of the interview).

3. **Statements of Unrepresented Employees.** If the Company interviews an IAPE-represented employee after advising the employee that they are not accused of any misconduct or wrongdoing (see Section 1 above), and without a union representative present, any statements made by the employee will not be used as the basis for disciplinary action. (This does not preclude the Company from scheduling a separate meeting with the employee, with
appropriate contractual notices, to conduct a separate investigation involving the same subject matter.)