

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**The Center for Public Integrity**

**And**

**The Washington-Baltimore News Guild, CWA Local 32035**

**March 3<sup>rd</sup>, 2020 through March 2<sup>nd</sup>, 2023**

## **PREAMBLE**

This Agreement is made effective this 3<sup>rd</sup> day of March 2020, between the Center for Public Integrity, (“CPI” or “Employer”), a not-for-profit corporation and the Washington-Baltimore News Guild, CWA Local 32035 (“Guild”), for itself and on behalf of all employees described in Article I.

The parties to this Agreement recognize that, in order to fulfill CPI’s mission and sustain the organization, CPI must succeed in a highly competitive environment. The parties confirm their shared interest in maintaining a professional culture that recognizes and values excellence and pushes hard to meet the highest standards in the field of investigative journalism, and their commitment to working together toward those goals.

## **ARTICLE I – COVERAGE**

1. This Agreement covers CPI employees within the following Bargaining Unit:

All full-time employees of the Employer, including grant-funded employees, but excluding managerial employees, confidential employees, guards and supervisors as defined by the National Labor Relations Act; and excluding temporary employees, freelancers and interns.

As of the date of recognition, the parties agreed that individuals holding the following CPI positions were excluded from the above described Bargaining Unit based on their managerial, supervisory and/or confidential status:

Chief Executive Officer

Chief Development Officer

Executive Editor

Director of Communications and Strategy

IT Systems Director

Managing Editors

Project Managers (who supervise Bargaining Unit employees)

Executive Assistant

As a general matter the term “employee” when used in this Agreement shall refer to a Bargaining Unit employee covered by this Agreement, unless otherwise specified or the context suggests a different meaning.

2. The parties agree that term-specific “fellows” employed by CPI are included in the Bargaining Unit and are covered by this Agreement during their fellowship period, subject to the following special conditions and limitations:
  - a. Fellowship positions are term-limited positions with a predetermined length of service, generally between six and twelve months, defined at time of hire.
  - b. The parties agree that the Employer retains sole discretion with respect to the creation, elimination and filling of fellowship positions, and that Article X does not apply to fellowship positions. Provided, however, that Fellows shall account for no more than 20 percent of the CPI workforce covered by this Agreement at any given time.
  - c. Termination of a fellow’s employment with CPI at the conclusion of their fellowship (or any agreed upon extension thereof) shall not be subject to this Agreement’s just cause, discipline, termination, layoff or severance provisions or any other provisions relating to separation from employment, shall not be deemed a breach or violation of this Agreement, and shall not be subject to grievance and/or arbitration under this Agreement.
  - d. Upon conclusion of employment as a fellow, if that fellow is offered and accepts CPI employment in a non-fellowship position covered by this Agreement, the employee will immediately be covered by all provisions of this Agreement.
3. During the term of this Agreement, the Employer will not assign work of the kind normally performed by Bargaining Unit employees (“Bargaining Unit work”) to personnel not covered by this Agreement where such assignment results in a layoff or reduction in hours for any Bargaining Unit employee. Notwithstanding the foregoing:
  - a. Nothing in this Article or Section is to be construed to curtail the Employer’s current or historic usage of freelancers, temporaries, or interns.
  - b. Managers and other individuals who are excluded from the Bargaining Unit and whose work for CPI includes performance of Bargaining Unit work may continue to perform such Bargaining Unit work so long as their performance of Bargaining Unit work does not result in a layoff or reduction in hours for any Bargaining Unit employee.
  - c. It is acknowledged that performance of additional Bargaining Unit work by non-Unit personnel may occur as a result of or following a layoff or

reduction in hours, although it is not the cause of a layoff or reduction in hours.

## **ARTICLE II - GUILD SHOP**

1. It shall be a condition of employment of each employee covered by this Agreement that the employee become and remain a member of the Guild in good standing no later than the thirtieth (30th) day following either the effective date of this Agreement, or the date first employed under this Agreement, whichever is later. The provisions of this Article (including any reference to Guild membership in good standing) shall be interpreted, implemented and administered in accordance and consistent with applicable provisions of federal, District of Columbia, and state laws.
2. The Guild shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in complying with this Article.

## **ARTICLE III - DUES DEDUCTION**

1. Upon an employee's voluntary written assignment, the Employer shall deduct each pay period from the earnings of such employee and pay to the Guild each month an amount equal to Guild dues and assessments. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates (including any amendments thereto) furnished to the Employer by the Guild. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.
2. The dues deduction assignment shall be made upon the following form:

### **ASSIGNMENT and AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES**

I hereby assign to the Washington-Baltimore News Guild, CWA Local 32035, and authorize the Employer to deduct, per pay period, from any salary earned or to be earned by me as an employee, an amount equal to Guild initiation fees, dues and assessments as certified by the Treasurer of the Guild starting in the first week in the month following the date of this assignment. I further authorize and request the Employer to remit the amount deducted to the Guild each month.

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 appearing below or until the termination of the contract between yourself and the Guild, whichever occurs sooner. I further agree and direct that

this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between the Employer and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Employer and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable contract between the Employer and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer receives it.

This assignment and authorization is voluntarily made in order to pay my equal share of the Guild's costs of operation and is not conditioned on my present or future membership in the Guild.

This assignment and authorization supersede all previous assignments and authorizations heretofore given by me in relation to Guild initiation fees, dues and assessments.

\_\_\_\_\_  
Employee's signature

\_\_\_\_\_  
Date

3. The Guild shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in complying with this Article.

#### **ARTICLE IV - MANAGEMENT RIGHTS**

All management rights, functions and prerogatives not expressly modified or restricted by specific provision of this Agreement are retained by and vested exclusively in the Employer.

#### **ARTICLE V – ATTENDANCE AT CPI BOARD MEETINGS**

For a one-year trial period beginning on the effective date of this Agreement, two Bargaining Unit employees (designated as representatives of the Bargaining Unit) will be invited to attend each regular meeting of the CPI Board as non-voting participants, provided that both employee representatives have executed Confidentiality and Nondisclosure Agreements (Appendices A, B). Employee representatives will not be admitted to executive sessions of the Board, meetings or proceedings of Board Committees, or special Board meetings. After the conclusion of the one-year trial period, the arrangement will be reviewed by the Board and

may be voluntarily continued or modified if and as CPI and the Guild may mutually agree.

## **ARTICLE VI - HIRING**

1. Whenever the Employer intends to fill vacancies or to hire additional employees in Bargaining Unit positions, the Employer will notify the Guild of such hiring plans. The parties will meet and discuss appropriate ways to advertise the position to foster diversity in the workforce (as well as the proposed compensation level and job description in the case of a newly established Bargaining Unit position). The Employer has the final determination as to qualifications for a position, the appropriate FLSA classification of the position, and whether to fill or refrain from filling a position.
2. The Employer and the Guild are committed to non-discriminatory and diversity-promoting hiring practices and policies while also providing internal opportunities for Bargaining Unit employees. Toward that goal:
  - a. The Employer will continue to hire employees without regard to age, gender, gender identity, gender expression, race, creed, color, national origin, marital or parental status, family relationship, sexual or affectional preference, irrelevant mental or physical disabilities, or other mental or physical disabilities which may be reasonably accommodated, or any other legally protected status. The Employer's hiring standards will remain consistent with those required to perform the job now and in the future.
  - b. The Employer will continue to seek a diverse pool of applicants and will actively recruit women, persons of color and members of other groups historically underrepresented in journalism for all positions covered by this Agreement.
  - c. The Employer will notify all Bargaining Unit employees, by email or similar internal posting/distribution method, of any vacancy in an existing or newly created Bargaining Unit position no later than three working days before the earliest date the position is advertised externally, and qualified internal applicants will be given priority in scheduling interviews.
  - d. The Employer will keep each posted Bargaining Unit position open for applications until at least thirty (30) percent of applicants are women and thirty (30) percent of applicants are people of color, or by mutual agreement of the Guild and the Employer.

- e. Upon the closing of a position posted pursuant to this Agreement, the Employer will report to the Guild the demographic characteristics of the applicant pool.
  - f. All postings or announcements of Bargaining Unit job openings will include the following sentence: “This job is covered under the terms of a collective bargaining agreement with the Washington-Baltimore News Guild, CWA Local 32035.”
3. All new employees will serve a three (3) month probationary period, beginning on his/her first day of work, which may be extended to six (6) months on notice by the Employer to the Guild and the employee prior to the end of month three (3). If the Employer decides to extend the probationary period, the Employer will provide the Guild and the employee a written explanation justifying the extension. During the probationary period, the Employer has the unlimited right to discipline or discharge the employee, and such discipline or discharge shall not be subject to the grievance or arbitration provisions of this Agreement.
  4. The Employer and the Guild are committed to building a productive working environment and workplace free from unlawful discrimination, including harassment, in all phases and all terms and conditions of employment as well as in the administration of this Agreement. In keeping with their respective policies, neither CPI nor the Guild will engage in or tolerate employment discrimination or sexual or other harassment based on any protected status as set forth in Section 2-A, above. The Employer has established an anti-discrimination/anti-harassment policy fully compliant with applicable law and will continue to maintain that policy during the term of this Agreement.

## **ARTICLE VII - INFORMATION SHARING**

1. The Employer will regularly provide the Guild, at least quarterly, a list containing the following information for each employee to the extent it is available:
  - Name, address and year of birth
  - Self-identified gender and race/ethnicity
  - Date of hiring
  - Job title, contractual pay rate/compensation level and FLSA classification

The Employer will provide the Guild in writing the data specified above for each new employee within three weeks after the hiring of that employee. Any

other changes in the above information (including resignations, retirements, deaths) will be flagged, noting effective date, on the next updated list provided.

2. The Employer will also provide the Guild, on request, additional information regarding individual employees (such as date of birth and payroll records) that is relevant and necessary for contract administration, grievance handling and other collective bargaining and representational purposes, including but not limited to seeking compliance with contractual nondiscrimination requirements and fostering diversity, equity and inclusion. At either party's request, the Employer and the Guild will confer in good faith on a case-by-case basis to try to reach a mutually satisfactory agreement regarding appropriate measures to balance employee privacy concerns and collective bargaining needs, which may include a confidentiality/nondisclosure agreement or similar protective stipulation limiting use and dissemination of individually identifiable personal information.
3. The Employer will provide the Guild, upon request, relevant information as to existing hiring and promotional standards and any changes thereto.
4. The Employer will furnish to an employee and to the Guild a copy of any disciplinary action taken against that employee. Any employee has the right to inspect and receive copies of materials in their own personnel file, at reasonable times during normal working hours, upon reasonable request to the Employer. Any employee may also authorize and delegate the Guild to inspect and receive copies of such material in their personnel file.

### **ARTICLE VIII – PERSONNEL ACTIONS**

1. CPI will not discharge, suspend, or take any other disciplinary action against a Bargaining Unit employee, who has completed their probationary period, without just cause. Discipline will be administered in accordance with the applicable provisions below governing problems other than performance (Section 2) or performance problems (Section 3). CPI will give the Guild concurrent written notice when it administers discipline (oral or written) to a Bargaining Unit employee. Steps and actions taken under Sections 2 and 3, below, will be documented, and the documentation will be included in the employee's personnel file along with any responses the employee wishes to be included in their file.
2. Problems other than performance:
  - a. Discipline may be administered orally or in writing and will be applied progressively except in the case of gross misconduct, violence or threatened violence, or criminal activity. CPI will initiate discipline

within thirty (30) working days of the event(s) or circumstance(s) giving rise to the discipline, except in cases of gross misconduct, violence or threatened violence, or criminal activity. In those cases, CPI will initiate discipline within thirty (30) working days of the event(s) or circumstance(s), or the discovery of the event(s) or circumstance(s), giving rise to the discipline. Bargaining Unit employees have the right to request that a Guild representative be present at an investigatory meeting or interview involving potential disciplinary consequences (including the first step conversation described below).

- b. If a supervisor identifies a concern, the supervisor will notify the employee and seek a satisfactory resolution (e.g., prompt correction, accountability and a commitment that the concerning behavior or other issue will not recur). If the concern is not resolved, progressive discipline will be applied as follows:
  - (i) First Step: The supervisor will issue a verbal warning.
  - (ii) Second Step: If the matter is still not resolved to the satisfaction of the supervisor, or if the supervisor subsequently identifies a recurrence or an additional problem, the supervisor will provide a written warning to the employee with a clear indication of the steps or actions the employee must take to correct the issue and the deadline for accomplishing them.
  - (iii) Subsequent Actions: If the prescribed correction is not accomplished within the timeframe outlined in the written reprimand, or if a recurrence of a problem cited in the written warning is identified, the employee may be terminated without any additional procedures.

### 3. Problems involving performance:

- a. Need for Improvement: Where an employee's work is unsatisfactory or their supervisor identifies any other performance-related deficiency or problem, the employee may be given a written "need for improvement" advisory notifying the employee of such problems and/or may be subject to a Performance Improvement Plan (PIP). "Need for improvement" notices and Performance Improvement Plans are an aid to assisting employees in achieving satisfactory performance and are not disciplinary actions. They will outline where and how the employee failed to meet standards or requirements and specify the time (at least one month and not to exceed three months) within which the employee must achieve satisfactory performance.

- b. **Disciplinary Action:** Discipline in response to continued unsatisfactory performance or deficiencies in the employee's work or other performance-related problems or issues will be applied as follows:
  - (i) **Written warning:** If on or after the end of the improvement period referenced in section A, above, an employee's job performance or conduct remains unsatisfactory, or in the event of other performance problems, the employee may be issued a written warning specifying the performance deficiencies or problems and warning that the employee may be subject to further disciplinary action, up to and including termination.
  - (ii) **Final written warning:** If the matter is still not resolved and performance remains unsatisfactory, the employee will be given a final written warning advising that failure to correct deficiencies and sustain satisfactory performance can result in termination.
  - (iii) **Further discipline:** If after both written warnings the employee's job performance or conduct remains unsatisfactory, the employee may be terminated without any additional procedures.
- 4. With respect to an employee hired for positions advertised as limited in duration, specific Visa category or other restricted basis for employment, termination of employment at the expiration of the relevant term (or due to cessation of the relevant status or basis for employment) is not disciplinary action subject to the requirements of this Article.

#### **ARTICLE IX - SENIORITY**

- 1. Seniority will be the length of service of an employee from the date of first employment by the Employer unless a termination of seniority breaks the continuous service of the employee.
- 2. An employee's seniority will be terminated when the employee voluntarily leaves the Employer (by resignation, retirement or otherwise); the employee is discharged for just cause; the employee is laid-off and not recalled during the recall period; or the laid-off employee does not report for work within five (5) consecutive work days upon recall from the recall list without notice to the Employer or without satisfactory reason for not giving notice.

#### **ARTICLE X – LAYOFF AND SEVERANCE**

- 1. This Article shall not apply to probationary employees or fellows on term-specific fellowships. With respect to employees hired for positions advertised as limited in duration, specific Visa category or other restricted basis for employment, termination of employment at the expiration of the

relevant term (or due to the cessation of the relevant status or basis for employment) is not a layoff subject to this Article.

2. CPI shall notify the Guild and the affected employee(s) at least sixty (60) days in advance of any planned reduction in force or layoff or, if faced with more urgent circumstances, as soon as possible in advance. CPI will provide the Guild background information about the need for a reduction in force and the employee(s) under consideration for layoff. Relevant background and context depend on the circumstances and may include, for example, CPI's finances, business and policy decisions as to CPI's direction and focus, changes in funding levels and type of funding, etc. CPI will also provide the Guild information regarding the criteria CPI considers most relevant for determining which employees are to be laid off and which may be retained. If layoffs are determined to be necessary, relevant considerations in selecting employees for layoff may include, among other factors, an employee's seniority, skills, expertise, performance, experience, and geographic location if relevant to continued work in the Bargaining Unit.
3. During the period prior to a layoff, CPI and the Guild will meet to discuss the rationale for the reduction in force, the relevant criteria for making a final determination as to which employees will in fact be laid off, and possible alternatives to layoff. At the end of the pre-layoff period, should CPI deem it appropriate to proceed with a reduction in force, it shall be within CPI's discretion to make a determination which employees to lay off, based on relevant criteria. Where two or more employees are under consideration for layoff and are deemed to be substantially equal in the relevant respects, seniority will be given primary consideration. A laid off employee, upon request, shall be provided a letter making clear that they were laid for economic or other business reasons and not performance issues.
4. Laid off employees shall remain on a recall list for twelve (12) months. Time spent on a recall list will be counted for purposes of computation of seniority but for no other purpose, including the accrual of paid time off. During the twelve (12) month recall period, laid-off employees shall be recalled to their former position if it becomes open, and will receive first consideration for any other Bargaining Unit job openings for which CPI reasonably determines they are qualified. Where two or more laid off employee candidates for recall are deemed by CPI to be substantially equal in the relevant respects, seniority will be given primary consideration.
5. Employees being laid off who have worked for more than six (6) months shall receive two (2) week's salary for every one (1) year of employment subject to a maximum of sixteen (16) weeks' pay, with the amount of partial

years of service prorated. For laid off employees who have worked more than six (6) months, CPI will also pay COBRA premiums for two (2) months for employees with six (6) months to one (1) year of service and three (3) months for employees with more than one (1) year of service. Provided, however, that where CPI demonstrates in a given instance that circumstances are sufficiently dire that implementation of the full extent of layoff benefits as provided in this Section would inflict serious hardship on CPI, the Section 5 layoff benefits may be modified following notice to the Guild and bargaining in good faith over proposed modifications.

6. To receive the severance and employer COBRA benefit specified in section 5, above, an employee must be in good standing and still actively employed by CPI on the layoff date (with no employment break between notification of the layoff and the layoff date) and may be required to execute and not revoke a general release of claims in a form to be provided by CPI. While separation from employment does not relieve employees of previous agreements entered into as CPI employees, CPI agrees not to require new non-compete agreements or non-disclosure agreements as a condition of receiving severance.

## **ARTICLE XI – VISAS**

1. The protections outlined in this Agreement extend to employees who are hired pursuant to an employer-sponsored visa with a limited duration, or whose employment is subject to other visa requirements and/or legal restrictions relating to immigration status and eligibility to work in the United States. Provided, however, that the ending of such employees' employment with CPI upon expiration of the relevant visa (or upon cessation of the relevant status or basis for lawful employment by CPI) is not a personnel action subject to Article VIII, is not a layoff subject to Article X, and is not subject to the grievance and arbitration provisions of this Agreement.
2. CPI will notify the employee and the Guild, no later than 180 days prior to the expiration of a CPI-sponsored visa, of CPI's intention as to whether or not to seek renewal of the sponsored visa. Such notification in itself will not affect the employee's continued employment and performance of their job duties until the expiration date, except as otherwise required by law or this Agreement. CPI's decision regarding sponsorship of an employee or renewal of an employer-sponsored visa is within its sole and unreviewable discretion. If CPI elects not to seek renewal of the relevant visa or sponsorship of an employee, and the employee remains actively employed with CPI until the visa expiration ends their CPI employment, then CPI will provide the

employee upon separation a one-time severance payment equal to two (2) week's salary for every one (1) year of employment subject to a maximum of sixteen (16) weeks' pay, with the amount of partial years of service prorated, plus \$1,500.

3. To receive the severance payment specified above, the employee must be in good standing and still actively employed by CPI up to the point when their CPI-sponsored visa expires (with no employment break between notification and the expiration date) and may be required to execute and not revoke a general release of claims in a form to be provided by CPI. Among other things, the release shall acknowledge that the end of the employee's employment with CPI upon expiration of the employee's sponsored visa is not a termination or layoff before the end of a visa term under applicable federal law including DHS and DOL rules. Under no circumstances shall an employee be entitled to wages and/or benefits from CPI while illegally present in the United States.

## **ARTICLE XII - GRIEVANCE AND ARBITRATION PROCEDURE**

1. A grievance means a dispute or controversy arising out of or involving the interpretation or application of this Agreement, except as explicitly excluded from this Article. Any grievance must be filed with the Employer, in writing, by an affected employee ("grievant") or by the Guild on behalf of the grievant, within 15 business days after the event or circumstance giving rise to the grievance ("occurrence") or within 15 business days after the grievant becomes aware of the occurrence or should reasonably have become aware of the occurrence. A grievance filed beyond this time deadline is conclusively barred.

2. The procedure for resolution of grievances is as follows:

**Step One:** In an effort to resolve the dispute at an early stage, a meeting will be held (on Employer time) between the Guild (by its steward or other representative), the grievant and the Employer's representative within 15 business days of receipt of the written grievance.

**Step Two:** If the dispute is not resolved at Step One, the Guild may advance the grievance to Step Two by written notice to the Employer within 10 business days after the Step One meeting. If the Guild's notice requests a Step Two meeting, the Employer and the Guild will meet (on Employer time) within 10 business days of the request. If the grievance is not resolved at the Step Two meeting, the Employer will respond in writing to the Guild within 15 business days of the Step Two meeting (or, if no Step Two meeting was requested, within 15 business days after receiving the Guild's Step Two notice). In the event a written Step Two response from the

Employer is not received by the applicable deadline, the grievance shall automatically be deemed denied in writing as of that date.

**Notice to Arbitrate:** Any timely grievance involving the interpretation, application, administration or alleged violation of this Agreement (but excluding renewal or extension of the Agreement) that is not satisfactorily settled at Step Two may be submitted to final and binding arbitration by a written Notice to Arbitrate served by either party on the other within 20 business days of the Step Two response (or in the event of an automatic denial by lack of timely response, within 20 business days of the deadline for the Employer's Step Two response).

**Arbitration:** Upon receipt of a timely Notice to Arbitrate, the parties shall either (a) select an impartial Arbitrator by direct mutual agreement, or, if they cannot reach an agreement, (b) jointly request the American Arbitration Association or the FMCS to provide a panel of arbitrators from which the arbitrator shall be selected as follows: absent the parties' mutual agreement on one of the listed names, the parties will alternate (beginning with the party who noticed arbitration) striking names from the list until one name remains, and that person shall be the Arbitrator for the case. The Arbitrator shall have no power to add to, subtract from, alter, amend, or modify any of the terms and provisions of this Agreement. The Arbitrator's decision shall be final and binding. The costs of such arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.

3. The time limits set forth in this Article may be extended upon mutual agreement of the Guild and Employer in writing.

### **ARTICLE XIII - NO STRIKE, NO LOCKOUT**

Neither the Guild nor any employee shall induce, engage in or condone any strike, slowdown or work stoppage during the term of this Agreement. The Employer shall not lock out its employees during the term of this Agreement.

### **ARTICLE XIV – SALARIES**

1. Positions covered by this Agreement shall be categorized by four (4) groups:
  - a. Group I includes the title:  
Fellow
  - b. Group II includes the titles:  
Reporter I  
Data Journalist I

- Audience Engagement Editor
  - c. Group III includes the titles:
    - Reporter II
    - Data Journalist II
    - Design Editor
  - d. Group IV includes the titles:
    - Senior Reporter
    - Deputy Editor
    - Research Editor
    - Grants Accountant
    - Project Manager
    - Director of Individual Giving
2. The minimum full-time annual salary for each group shall be:
    - a. Group I: \$40,000
    - b. Group II: \$65,000
    - c. Group III: \$80,000
    - d. Group IV: \$90,000
  3. Payment of salaries shall be made twice per month, or every two weeks.
  4. There shall be no involuntary reduction in an employee's salary, except (a) if such reduction is negotiated with the Guild to avoid layoff, or (b) in the case of a demotion or transfer to another position with a lower salary.
  5. Each employee who has been employed for at least 90 days as of March 2, 2020 and is employed on the 2020 final ratification date of this Agreement shall receive a 2.5% salary increase upon ratification.
  6. There will be a salary reopener upon either party's request after March 31, 2021 to negotiate over the issue of salary increases for 2021 and 2022.
  7. CPI will conduct annual performance evaluations of employees, in which supervisors and/or managers will review the employee's performance and will meet with the employee to discuss the review and any plans for development. The performance evaluation process will provide the opportunity for the employee to submit written input on their own performance over the review period, including feedback regarding their supervisor's and/or manager's impact on their performance (which

employee feedback will not be shared with their supervisor/manager until after supervisor/manager submits their initial evaluation of the employee).

## **ARTICLE XV – GRANT FUNDING**

Where possible, the Employer will provide the Guild at least forty-five (45) days advance notice that it is applying for a grant that would wholly or partially fund a Bargaining Unit position. At least ninety (90) days before the expiration date of a grant that wholly or partially funds the salary of a Bargaining Unit employee, the Employer will inform the Guild of the grant expiration date, the Bargaining Unit position(s) affected, and the status of any renewal or extension request. On a case by case basis, the Employer may limit disclosure of other, nonpublic grant-related information (including internal information regarding CPI funding, finances and development and information provided by or regarding actual or potential grantors and donors) to persons who have executed an acceptable confidentiality/nondisclosure agreement.

## **ARTICLE XVI - HOURS AND OVERTIME**

1. The default work schedule for employees is forty (40) hours per week, Monday through Friday, including a paid daily one-hour lunch break. CPI in its discretion may allow a given employee to work on a reduced part-time schedule, with an associated proportional reduction in salary and benefits (subject to applicable eligibility requirements).
2. Employees who are subject to FLSA overtime requirements (“non-exempt”) must maintain and submit accurate weekly time records and will be paid in accordance with applicable law for hours worked over and above 40 hours in a week, provided that no employee is allowed to work overtime without advance approval in writing from a supervisor.
3. Employees shall not be required to work during their approved vacations. However, in rare instances where they are asked to do so and agree, they shall receive compensatory time off in accordance with Section 4 below.
4. Compensatory time off will be granted if an exempt employee works or travels for work-related duties in excess of one day (8 hours) more than the employee’s regular work week. Any compensatory time off earned as provided above must be approved upon request within three months of earning it. Unused compensatory time will be forfeited.
5. Guild meetings and Guild business shall not be conducted during work hours, except as provided in Article XII or as otherwise mutually agreed to by CPI and the Guild in a particular instance.

6. Employees will be allowed to telecommute on an ad hoc basis subject to the approval of their manager.

## **ARTICLE XVII – TRANSFERS AND PROMOTIONS**

1. As of the execution of this Agreement, CPI's headquarters and sole physical office is located in Washington, D.C. If CPI establishes an additional office located outside the Baltimore- Washington metropolitan area, CPI will not require employees to move or commute to that satellite location as a condition of retaining employment with CPI. This is not intended to prohibit any employee's approved, voluntary relocation or preclude CPI from requiring an employee to travel to a location outside the Baltimore- Washington metropolitan area for a project or assignment that is not a permanent move to said location.
2. No employee shall be required to accept a promotion or transfer to a position outside of the Bargaining Unit. In the event a Bargaining Unit employee voluntarily accepts a promotion or transfer to a non-Unit position with CPI, the employee will retain for up to three months the right to return to their former Bargaining Unit position if that position has not been filled or eliminated, and such return will take place without penalty or prejudice, at the rate of pay the employee would have received had they not left the former position.
3. When an employee applies for a Bargaining Unit position pursuant to Article VI and is offered that position, CPI's offer may include a reasonable trial period determined in consultation with the Guild. If, at the end of the trial period either CPI or the employee desires the employee's return to their former position and that position has not been filled, such return will take place without penalty or prejudice, at the rate of pay the employee would have received had they not left the former position. For the duration of the trial period the employee will be compensated at the rate of the new position.
4. Although the final determination whether to hire a given applicant for a given Bargaining Unit or non-Unit position remains in each instance within CPI's sole discretion, CPI will make available to the Guild upon request the criteria used in evaluating applicants (employee- applicants and non-employee applicants alike) and, for positions not subject to Article VI, a copy of the job description for that position.

## **ARTICLE XVIII – HOLIDAYS**

Employees shall receive the following paid holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day and the day after
- Christmas Eve and Christmas Day

Upon advance notice to the Employer, an employee may elect to substitute another religious holiday of their choice for one of the above holidays. In other cases, a supervisor's assignment is required for work on any of the above holidays, and an employee who is required to work on one of the above holidays will be awarded a compensatory day and one half off.

In addition, during the period when CPI annually closes, December 26-December 31, employees not required to work will be paid as usual. An employee who is required to work during this period will be awarded compensatory time on a one-to-one and a half basis.

All authorized hours worked by non-exempt employees on any holiday or during the above annual closing period are to be recorded as usual so that, in the event they work more than 40 hours in a workweek, any overtime hours are compensated at the FLSA required rate.

Employees' eligibility for paid holidays begins immediately upon hire. If a holiday occurs during an employee's vacation period, the employee will be paid for that day. Employees on unpaid leaves of absence will not be paid for holidays occurring during their leave period.

A holiday that falls on Saturday is observed on the preceding Friday. A holiday that falls on Sunday is observed on the following Monday.

#### **ARTICLE XIX – PAID AND UNPAID TIME OFF**

1. Paid time off must be approved by an employee's supervisor. Employees shall seek to schedule paid time off so as to avoid periods of heaviest workload. Requests for more than five consecutive vacation days will be submitted two weeks in advance. Time spent on leaves provided for in this Article shall be considered service time with the Employer in computing and accruing seniority.

- a. **Vacation:** Regular full-time and part-time employees accrue vacation leave based on seniority. Regular part-time employees also accrue vacation leave proportional to the hours worked.
  - (i) New full-time employees shall begin employment with a minimum of fifteen (15) days of annual vacation leave allowance, and earn one (1) additional day of vacation leave per year of service up to a maximum combined annual leave allowance of twenty five (25) days.
  - (ii) Unused vacation days may be carried over from year to year, with employees allowed a maximum accrual of fifty (50) vacation days.
  - (iii) Upon separation from employment with CPI an employee will be entitled to a payout of no more than thirty (30) accrued but unused vacation days, with the payment amount based on the number of unused vacation days the employee has accrued and the employee's pay rate as of their employment termination date.
  - (iv) An employee on vacation leave continues to accrue vacation leave.
- b. **Personal Leave:** Regular full-time employees accrue personal leave at the rate of three (3) days of personal leave per year.
  - (i) Personal leave days do not carry over from year to year.
  - (ii) Employees shall make every reasonable effort to conduct tasks, errands, and business outside of regular working hours.
  - (iii) Employees may use personal leave for tasks, errands, and business that cannot reasonably be conducted outside of regular working hours, and for tasks, errands, and business of family members that cannot reasonably be conducted outside of regular working hours.
  - (iv) For purposes of this policy, family members include spouse, child (including foster child, grandchild, and other children living with the employee for whom permanent parental responsibility is discharged), parent, domestic partner, sibling, parent-in-law, sibling-in-law, child-in-law, or a person with whom the employee shares or has shared, for not less than the preceding 12 months, a mutual residence and with whom the employee maintains a committed relationship.
  - (v) An employee on personal leave continues to accrue personal leave.
- c. **Professional Development:** Subject to supervisor's approval, employees may participate in meetings and conferences for professional development during their regular work day with CPI paying registration fees and without loss of pay.
- d. **Guild Business Leave:**

- (i) Upon advance request, employee designated as Guild representatives will be granted limited time off from work, without loss of pay, to conduct necessary Guild business administering this Agreement. The request for use of Guild business time should be submitted as early as possible, and such requests will be granted by CPI except in the case of a legitimate organizational necessity requiring the employee's attendance. No more than one (1) employee shall be entitled to Guild business time off at any one time. The Guild shall notify CPI in writing of employees designated as Guild representatives under this provision.
- (ii) For the purposes of contract bargaining between CPI and the Guild, up to four (4) employees designated by the Guild as members of the Guild's negotiating committee may be given negotiating leave from their work, without loss of pay, for a maximum of two (2) hours per week per negotiating committee member, for use at the bargaining table and in caucus during bargaining sessions, for the duration of contract negotiations. Negotiating leave available under this section shall be in addition to Guild business available under Section 1, ((d, (i))) above. The Guild shall notify CPI in writing of the members of the negotiating committee before commencement of contract bargaining.
- e. **Office Closure:** The Center for Public Integrity follows federal Office of Personnel Management (OPM) guidelines regarding office closures, delayed start times and telecommuting. If the office is closed due to severe weather, power outage, internet failure, or other catastrophe, regular full-time employees and regular part-time employees scheduled to work that day will be paid for the day. Employees shall be notified by email or telephone at the earliest possible time if the office is to be closed.
- f. **Jury Duty:** An employee who is appointed to jury duty or subpoenaed for court appearance is allowed the time off required to perform these duties, and will continue to be paid for up to two weeks of such service (less any pay the employee receives as a result of jury duty or witness appearance). Days off for jury duty or subpoenaed court appearances shall not reduce an employee's unused paid days off.
- g. **Bereavement Leave:** Employees who experience the death of a loved one are entitled to five (5) days off. Employees may also discuss their needs for additional time off with the Employer, taking into consideration needs such as travel.

- h. **Maternity and Paternity Leave:** Employees, other than probationary employees and fellows on term-specific fellowships, are allowed twelve (12) weeks paid time off at 100% of salary in association with the birth or adoption of a child. Such leave shall be coordinated with and shall run concurrently with any parental leave benefits available under a mandated public paid family leave program (e.g., in order to receive CPI paid maternity/paternity leave an employee covered by the New York or District of Columbia Paid Family Leave program must file a claim with the relevant governmental agency, and if the benefits awarded to the employee from the public program are paid at less than 100% of the employee's salary CPI will make up the difference so that the employee receives in total 100% of salary for the extent of maternity or paternity leave available to the employee under this CBA). This paid time off may be taken at once or in multiple segments, at any point during the year following the birth or adoption of a child. With the agreement of CPI, maternity or paternity paid time off may continue beyond that time through the use of unused paid time off and unpaid time off. An employee will not accrue paid time off during maternity or paternity leave. Leave under this provision shall run concurrent with Family Medical Leave Act (FMLA) leave.
2. Employees may be granted an unpaid leave of absence, at CPI's discretion, for professional development including but not limited to a fellowship, authoring a book or unique training opportunity. Employees with at least five (5) years of employment may request to take up to six (6) months unpaid leave of absence once every five (5) years, while employees with at least 10 years of employment may request to take an unpaid leave of absence of up to one year once every five years. Approval by the Employer is required and will be provided on a case by case basis after weighing the needs of the employee and the Employer.
  3. The Family Medical Leave Act and the Americans with Disabilities Act shall apply to employees under this Agreement. For the purposes of this section, a domestic partner shall be treated the same as a spouse. CPI does not waive any statutory defense to any legal claim made by any employee pursuant to the FMLA or ADA (including that CPI is not covered by one or both statutes).

## **ARTICLE XX – REIMBURSEMENT AND EQUIPMENT**

Employees will be compensated for authorized business expenses in accordance with the policies and procedures set forth in the CPI Employee Handbook in effect on January 1, 2020. An employee who is asked to conduct CPI business using a

personal vehicle will be reimbursed at the prevailing IRS mileage rate. Receipts are required for all expenses incurred, regardless of payment method and regardless of whether paid by the employee or charged to and paid directly by CPI. Timely expense reports, accompanied by receipts, are required for expense reimbursement.

## **ARTICLE XXI – HEALTH BENEFITS**

The provisions of the benefit plans described below are fully set forth in the formal Plan Document(s) (including any insurance policy documents). In the event of any difference between the Plan Document(s) and anything stated in this Agreement or in any benefits summary provided to employees, the Plan Document(s) will control, and no provision of this Agreement or of any such benefits summary can amend, supplement or otherwise change the Plan Document(s). PROVIDED, however, that the current level of benefits as of the date of ratification of this Agreement shall not be reduced during the term of this Agreement.

1. **Medical Insurance:** The Employer will provide access to a health insurance plan rated “platinum” on the Washington, DC Affordable Care Act exchange at no premium cost to all full-time and part-time employees working at least 30 hours per week and to fellows on term-specific, grant-funded fellowships. Such employees may elect to include their partner and child/children with the Employer paying at least 60% of the premium cost at the time of ratification, and at least 70% for health plans with effective dates beginning December 1, 2020 or later.
2. **Dental insurance:** The Employer will provide access to dental insurance to all full-time and part-time employees working at least 30 hours per week and to fellows on term-specific, grant-funded fellowships. The monthly employee share of the premium shall not be greater than the following:
  - a. Employee: \$0
  - b. Employee and spouse: \$20
  - c. Employee and child/children: \$20
  - d. Employee, spouse and child/children: \$40
3. **Vision insurance:** The Employer will provide access to vision insurance to all full-time and part-time employees working at least 30 hours per week and to all fellows on term-specific, grant-funded fellowships. The monthly employee share of the premium shall not be greater than the following:
  - a. Employee: \$0
  - b. Employee and spouse: \$10
  - c. Employee and child/children: \$10

- d. Employee, spouse and child/children: \$20

## **ARTICLE XXII - DISABILITY INSURANCE**

The provisions of the benefit plans described below are fully set forth in the formal Plan Document(s) (including any insurance policy documents). In the event of any difference between the Plan Document(s) and anything stated in this Agreement or in any benefits summary provided to employees, the Plan Document(s) will control, and no provision of this Agreement or of any such benefits summary can amend, supplement or otherwise change the Plan Document(s). PROVIDED, however, that the current level of benefits as of the date of ratification of this Agreement shall not be reduced during the term of this Agreement.

1. The Employer will provide the current level of long-term disability insurance for all full-time and part-time employees, as well as short-term disability insurance.
2. Short-term disability. In case of accident or illness (and for these purposes, pregnancy is considered “illness”) employees will first use available days off for the current year. Rolled over paid days off will then be used to a maximum of ten such days. Thereafter, upon proof of disability from a state-licensed health care practitioner, a weekly benefit will be paid at the lesser of 50% of covered compensation or \$1,000. The coverage will continue for 13 weeks from the first day of the precipitating accident and the eighty day of the precipitating illness. Leave under this provision shall run concurrent with FMLA leave.
3. Long-term disability. Long-term disability coverage will begin after a waiting period of 90 days. Benefits will normally continue to age 65 so long as the employee meets the definition of disability. The plan will provide coverage for the first two years of disability if an employee is unable to perform the main duties of the employee’s job description. Thereafter, the employee must be unable to perform the duties of any occupation for which the employee is reasonably suited by education or experience. The long - term disability coverage will be equal to the lesser of 60% of the employee’s monthly covered compensation or \$3,000 per month. The group long-term disability benefit will be integrated with Social Security benefits for which the employee must apply when eligible to do so. Leave under this provision shall run concurrent with FMLA leave.

## **ARTICLE XXIII - LIFE INSURANCE & ACCIDENTAL DEATH & DISMEMBERMENT**

The provisions of the benefit plans described below are fully set forth in the formal Plan Document(s) (including any insurance policy documents). In the event of any difference between the Plan Document(s) and anything stated in this Agreement or in any benefits summary provided to employees, the Plan Document(s) will control, and no provision of this Agreement or of any such benefits summary can amend, supplement or otherwise change the Plan Document(s). PROVIDED, however, that the current level of benefits as of the date of ratification of this Agreement shall not be reduced during the term of this Agreement.

Employees working at least 30 hours per week may enroll in CPI's accidental death and dismemberment coverage and life insurance benefit programs. Life and accidental death and dismemberment insurance is double an employee's salary up to \$400,000. Internal Revenue Service regulations currently require employees who receive more than \$50,000 in life insurance to pay taxes on this benefit. The amount for an employee's coverage is added to the employee's gross pay each pay period.

#### **ARTICLE XXIV - RETIREMENT BENEFITS**

During the term of this Agreement the Employer will maintain its existing 403(b) Retirement Savings Plan without changing its provisions, including those governing eligibility, vesting, employee contributions and employer contributions. Briefly summarized, eligible employees participate in the Plan through pre-tax payroll deductions, and for each employee who defers at least 1% of salary through such deductions the Employer will contribute [4%] of the employee's salary. The Plan's provisions are fully set forth in the formal Plan Document(s) and are summarized in a Summary Plan Description (SPD) provided to employees. In the event of any difference between anything in the SPD or this Article XXIV and the Plan Document(s) the Plan Document(s) will control, and no provision of this Agreement or the SPD can amend, supplement or otherwise change the Plan Document(s). PROVIDED, however, that the current level of benefits as of the date of ratification of this Agreement shall not be reduced during the term of this Agreement.

#### **ARTICLE XXV – GENERAL PROVISIONS**

1. An employee shall not be required to cross lawful union picket lines in the course of work.
2. An employee required to work on Election Day during the hours polls are open shall receive adequate time, of no more than two hours, off with pay to enable the employee to vote, or greater if state laws require a longer period.

3. CPI will not subject employees to secret electronic tracking, tape recordings, telephone monitoring systems, surreptitious monitoring of employees' electronic files or voice mail, or similar secret surveillance. It is understood that an employee's electronic work files and work emails are open and available to inspection by CPI.

## **ARTICLE XXVI – EMPLOYEE INTEGRITY**

Employees must adhere to the professional Code of Ethics and the specific standards and requirements for investigative journalism as set forth in CPI's Employee Handbook (Appendix C). Any employee who believes in good faith that an assignment or directive would require them to perform an unsafe, unlawful or unethical act on behalf of CPI, or who observes or learns of an apparently unsafe, unlawful or unethical act by other CPI personnel, may promptly notify CPI management and will not be subject to reprisal for doing so. An employee's byline or credit line will not be used over the employee's protest, although CPI retains the right to publish without the objecting employee's byline or credit line. Substantive changes in material submitted for publication will be brought to the employee's attention before publication. CPI, in good faith, shall determine what constitutes a substantive change. If a question arises as to the accuracy of published material, CPI will notify the employee(s) involved and consult with them in a timely manner before publishing a correction or retraction.

## **ARTICLE XXVII – LEGAL DEFENSE**

1. If an employee is sued or charged under any federal, state or local law, or is subpoenaed as a witness, in connection with the employee's performance of work for CPI within the scope of his or her authorized duties and in compliance with CPI's Code of Ethics and Editorial Standards and Practices (as attached to this Agreement), CPI will defend and provide legal counsel for the employee at CPI's expense. CPI and the involved employee will notify each other immediately upon receiving notice of such litigation or threat of litigation. CPI will have full control over any such litigation and its resolution, and the employee agrees to cooperate fully with CPI in connection with such litigation.
2. Subject to the employee's compliance with the obligations in Section 1, above, CPI will indemnify the employee for the monetary liability, if any, imposed on the employee as a result of any final judgment rendered or settlement reached in such litigation, if and to the extent allowable by law.
3. The CPI obligations set forth in Sections 1 and 2, above, do not apply to content produced or actions taken by the employee outside of the employee's authorized duties or not in compliance with CPI's Code of

Ethics and Editorial Standards and Practices (as attached to this Agreement), including any criminal or tortious acts.

4. An employee will not be disciplined or penalized by CPI:
  - a. for complying with CPI's Code of Ethics and Editorial Standards (as attached to this Agreement) or with any CPI confidentiality agreement or requirement; or
  - b. for refusing to disclose to anyone outside CPI, or to relinquish custody of to anyone outside CPI, any knowledge, information, notes, records, documents, films, photographs or tapes or the source thereof, which relate to news, commentary, advertising or the establishment and maintenance of the employee's sources, in connection with the employee's CPI employment.

However, employees must comply with CPI's Code of Ethics and Editorial Standards (as attached to this Agreement), including by furnishing such information to CPI (including CPI's legal representatives) as is reasonably necessary for CPI to fact-check and ensure the accuracy of employee work that is intended for publication. Except to the extent required by law, CPI will not surrender and will maintain the confidentiality of an employee's sources, notes, records, documents, films, photographs or tapes relating to the employee's authorized, approved performance of work for CPI. CPI will promptly notify the employee concerned, and the Guild, of any demand on CPI for surrender or disclosure or authentication of the confidential material described above when legally permissible. Likewise, the employee will promptly notify CPI of any demand for such surrender or disclosure or authentication made upon them when legally permissible.

#### **ARTICLE XXVIII – SUCCESSION**

1. In the event that CPI agrees to a merger, consolidation, or other transaction by which operations covered by this Agreement are transferred, in whole or in part, to another employer, this Agreement shall be binding upon the other employer for Bargaining Unit employees working in said transferred operations.
2. CPI shall give the Guild reasonable advance notice of any such anticipated agreement described in Article 1 and shall call this provision to the attention of the other party to the transaction prior to concluding any such agreement.

#### **ARTICLE XXIX – DURATION AND RENEWAL**

This agreement shall be effective for a three year term beginning March 3rd, 2020 and expiring on March 2nd, 2023. Upon written notice by either party to the other

at least 60 days prior to the expiration date of this Agreement, the Employer and the Guild shall promptly initiate negotiations for a new agreement.

For the Guild:

For the Employer:

Rick Ehrmann

Susan Smith Richardson