

AGREEMENT

This Agreement, effective October 1, 2007, entered into between Public Citizen, hereinafter referred to as the "Employer," and Service Employees International Union, CTW, Local 500 hereinafter referred to as the "Union."

ARTICLE 1 RECOGNITION AND COVERAGE

- A. Public Citizen recognizes the Union as the exclusive collective bargaining representative of the employees of Public Citizen as defined in section B of this Article.
- B. All employees excluding guards, the President, Directors, Deputy Directors, Controller, Senior HR Staffer, Executive Assistant to the President, and temporary employees.
- C. For the purposes of this agreement, the term "employees" will hereinafter be defined as the members of the bargaining unit, except as otherwise noted.

ARTICLE 2 NO LOCKOUTS

Public Citizen agrees that during the term of this Agreement it will not lockout employees covered by this contract.

ARTICLE 3 NO STRIKES

The union agrees that during the term of this Agreement, neither it nor its officers, agents, representatives or members will in any way, directly or indirectly engage in, authorize, sponsor, cause, assist, encourage, participate, ratify, or condone any strike, sit down, sit-in, sick-out, slowdown, work stoppage, or sympathy strike, boycott or picketing, or any other action by the employees in the bargaining unit that would interrupt or interfere with any operations of Public Citizen. In addition, in the event of any violation of this section, the union shall within twenty-four (24) hours of any request by Public Citizen: (a) publicly disavow such violation; (b) advise Public Citizen in writing that such violation has not been called or sanctioned by the union; and, (c) notify the employees of the union's disapproval of such violation and instruct such employees to cease such violation.

ARTICLE 4 MANAGEMENT RIGHTS

Public Citizen shall have the sole and exclusive right to manage its business; to decide each and every question pertaining to that business; and it shall retain all inherent rights, privileges and prerogatives generally held by management, except to the extent they are clearly and unequivocally waived or limited in this Agreement. This includes the right to determine the type of work to be done, the location of work, the method and process of rendering services, and the right to establish work, quality and safety standards. Public Citizen further has the exclusive right to establish new jobs and to adjust the content of existing jobs. Neither the management rights reserved by Public Citizen, nor their use in the conduct of its business, shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 5 UNION BUSINESS

A new employee is entitled to a one-hour union orientation meeting with a Local 500 Staff Person or union-side Joint Labor/Management Committee (JLMC) representative. Twice a year, all employees are entitled to attend a 2-hour organization-wide meeting to discuss union-related matters. The union will provide Public Citizen with at least two work-days notice of such meetings. Employees are also permitted to hold union meetings at Public Citizen during their lunch periods and outside work hours with prior notice and approval for use of the facilities.

ARTICLE 6 EMPLOYEE DEFINITIONS

- A. Regular employees are those who (i) have been hired to work at least 20 hours per week and have been hired for an indefinite period; (ii) have been hired for a specific period of more than six months; or (iii) have been employed by Public Citizen for more than six consecutive months. Regular employees who are hired to work less than 40 hours per week are part time regular employees; those hired to work at least 40 hours per week are full time regular employees.
- B. Temporary full- or part-time employees are those who are hired for a specific period of less than six months and have not been employed by Public Citizen for a period of six consecutive months. At the end of six months, all temporary employees' status will be reviewed by the Human Resources Staff. Any temporary employee who becomes a regular employee will have all time as a temporary employee credited toward accrual of benefits.
- C. Employees whose offer letter notifies them that they are grant contingent shall be deemed grant contingent employees. Grant contingent employees are entitled to

the same benefits as any other regular employee except with regard to severance.

- D. If Public Citizen rehires a former employee, and the former employee's resignation date is equal to, or less than five (5) years from the date of rehire, then:
- 1.) The time previously employed is counted towards the determination of vacation accrual schedule and all other benefits.
 - 2.) The previous amount of unused accrued sick leave on the date of resignation is returned to the employee. If the employee's previously accrued sick hours are not recorded in the accounting system, and there is no other documentation as to the amount of sick leave remaining on the last day of the previous employment, the Human Resources Staff will make a reasonable estimate from available information.
 - 3.) Previously taken personal days will be deducted if rehired before October 1.
 - 4.) The employee's eligibility for the SEP-IRA follows the Federal IRS rules.
- E. If Public Citizen rehires a former employee, and the former employee's resignation date is greater than five (5) years from the date of the rehire, then:
- 1.) The time previously employed is counted towards the determination of vacation accrual schedule.
 - 2.) The previous amount of unused accrued sick leave on the date of resignation is returned to the employee. If the employee's previously accrued sick hours are not recorded in the accounting system, and there is no other documentation as to the amount of sick leave remaining on the last day of the previous employment, the Human Resources Staff will make a reasonable estimate from available information.
 - 3.) The former employee is considered a new hire for purposes of all other benefits, except SEP-IRA.
 - 4.) The employee's eligibility for the SEP-IRA follows the Federal IRS rules.

**ARTICLE 7
BENEFIT AND COMPENSATION ENTITLEMENT**

- A. Full-time regular employees are entitled to holidays, and part-time regular employees are entitled to proportional holidays that fall on their regularly

scheduled workday. Full and part-time employees are entitled to full or proportional vacation, sick leave, disability, and health insurance benefits, as described below. Public Citizen will follow federal and state laws regarding overtime compensation for non-exempt employees. An employee who works at least 40 hours per week is considered a full time employee for purposes of calculating benefits. A part-time regular employee shall have benefits calculated on a proportional basis according to the number of hours worked.

- B. Unless waived by the director and Union, every new employee shall be subject to an Initial Probation, during which employment may be terminated at any time at the discretion of the director. Initial Probation for all employees is three months, with a one-time 30-day optional extension. Termination during or at the end of this Initial Probation is not grievable. Every new employee will be informed of this policy in the "Welcome to Public Citizen" package. The employee may seek assistance from the HR staff during Initial Probation. Each new employee will be given an informal evaluation by their director halfway through the Initial Probation.

ARTICLE 8 JOB POSTINGS-JOB DESCRIPTIONS-OVERTIME

- A. The purpose of having job descriptions is to inform employees of their work responsibilities and major duties, how they should allocate their time, to whom they report, and, for career ladder positions, the grades within that ladder and the criteria that may be used to evaluate eligibility for promotion to the next higher job title. Employees are expected to fulfill their responsibilities and duties for the duration of employment. The responsibilities and duties will be included in the job description along with the amount of notice the employee agrees to give before leaving (a minimum of 2 weeks; there are certain positions that require longer notice). All positions in the bargaining unit must have job descriptions. Job descriptions may be changed as circumstances change, upon discussion between the employee and his/her respective director or the President.
- B. Changes to job workload are not subject to the grievance and arbitration procedure for a period of 45 calendar days. Employees are encouraged to bring concerns about their job workload to their director at anytime. Employees may bring concerns about their job workload to Human Resources Staff at anytime after discussing such concerns with their director. However, employees are expected to share the workload if positions are vacant and cannot be quickly filled. Therefore, changes to job content and workload that result from a vacancy are not subject to the grievance and arbitration procedure for a period of 120 calendar days. The director or appropriate supervisory representative designated by the director shall assign priorities to the work of an employee whenever the employee so requests.

- C. Each employee's job description shall indicate whether the employee is classified as exempt or nonexempt from the requirements of the Fair Labor Standards Act. Non-exempt employees are entitled to overtime pay based on federal and state laws. Overtime must be approved in advance by the employee's supervisor.
- D. A central list of current employees and their areas of work responsibility and expertise will be compiled by the Human Resources Staff and will be updated periodically.
- E. All regular full time Public Citizen job openings in the bargaining unit will be posted internally for at least one week before the position is filled. Exceptions to this requirement will be made in emergency situations (i.e., when less than two weeks' notice was given by the departing employee). Current employees will be given full consideration for job vacancies and an employee's length of service to Public Citizen is a factor that will be considered.
- F. All Public Citizen job descriptions contain the following information: job title, grade, department or group; to whom the position reports; Fair Labor Standards Act status; a general description of the position; specific responsibilities (including essential duties and details of any supervisory responsibilities); requirements (including education, knowledge, experience, skills, capabilities, and conditions); and, for career ladder positions, the grades within that ladder and the criteria that may be used to evaluate eligibility for promotion to the next higher job title. Each job description will be signed and dated by the employee and his or her supervisor.
- G. Job descriptions will be maintained by the Human Resources Staff, and the applicable job description will be provided to each new employee before he/she is hired.
- H. An employee who believes that his or her job description is inaccurate may submit a revised job description to his or her director for approval. The employee may seek assistance from the Human Resources Staff in revising the job description.
- I. If the employee's job description is revised, the employee may request that the director submit the job description to the Human Resources Staff for possible re-grading.

**ARTICLE 9
JOINT LABOR/MANAGEMENT COMMITTEE (JLMC)**

- A. The JLMC will be used as a forum to facilitate labor/management communication, and to discuss issues that are not current matters of negotiation or grievance. The JLMC shall act by mutual consent and will provide for regular,

ongoing discussions, non-binding recommendations on matters germane to union-management relations and, when appropriate, to the continuous improvement of Public Citizen operations. Each party (Management and Labor) shall identify at least 2 representatives, and no more than 4 representatives. At least half of the union members must have at least one (1) year of Public Citizen work experience. At least half of the management members must be directors. Term of service on the committee will end each year on September 30. A person may be reappointed at the discretion of each party. Empty positions on the JLMC may be filled at any time. Appointees to the committee should be individuals with sufficient knowledge and authority to effectively represent their respective parties. Each party will select a co-chair.

- B. The JLMC can present their recommendations directly to the Directors' Forum and the President, as needed. Each member of the JLMC is allowed to spend a maximum of 5 hours per month of work time for JLMC matters, including time spent at JLMC meetings. Any time beyond 5 hours per month must be outside of work hours. Confidential information received by the JLMC will remain confidential and not be distributed to other employees. Reports distributed by the JLMC shall be generic in nature and will not link a position, grade, and/or salary information to any specific employee. The JLMC shall not disclose outside the committee any compensation information that includes the identity of a specific individual.
- C. Guidelines for the JLMC:
 - 1.) Facilitate discussion of issues that affect the work environment and effective working relationships,
 - 2.) Evaluate information to address issues brought to the JLMC,
 - 3.) Make non-binding recommendations concerning resources and support to sustain an effective work place,
 - 4.) Monitor the effectiveness of the compensation policy and make non-binding recommendations based on a review of salary changes and new hires, with any report not linking a position, grade and/or salary information to any employee and such information not being disclosed or discussed outside the committee,
 - 5.) Encourage research-based professional development practices for improved individual and organizational performance, job satisfaction, and retention, including low cost/no cost opportunities.

ARTICLE 10 COMMUNICATIONS

- A. The purpose of holding organization wide meetings is to improve communication between employees and the directors/President. General meetings of all employees will be held at least three times a year, with the agenda to be drawn up jointly by the co-chairs of the Joint Labor/Management Committee (hereafter known as "JLMC") and the President. Each meeting will include an opportunity for employees to pose questions to the directors and President. Either the President or the Committee may request additional meetings, when necessary.
- B. Public Citizen will provide a copy of the labor agreement to all employees, including those outside the bargaining unit. New employees will receive a copy of the labor agreement from Human Resources during their scheduled new employee orientation. New employees will receive a copy of the union's constitution and bylaws, and a copy of the Section 105 Summary of Member Democratic Rights Under the LMRDA, during their union orientation.
- C. Except in extraordinary circumstances, employees must be informed of major policy decisions under consideration (e.g., the simultaneous elimination of multiple positions, the elimination of publications or programs that might result in job losses, etc.) and major changes in circumstances affecting their employment. This is essential so that employees are informed about matters affecting them personally, and to provide for employee input, when feasible, on major decisions affecting the organization as a whole.
- D. The requirement in Section C of this Article can be complied with by any of the following methods, to be selected by the President or designee: (1) presenting the issue at a meeting of the JLMC; (2) placing the matter on the agenda for a general or special staff meeting; or (3) issuing a memo to all staff.
- E. To facilitate the flow of information, the JLMC will meet upon request with the President and/or with the Directors' Forum (comprised of the President and group directors) to discuss employee and/or management concerns. The JLMC, the President or Directors' Forum may request additional meetings as necessary.
- F. The Chief Operating Officer (COO) or designee will make a presentation to the JLMC on the budget at least 2 weeks before the budget is established at the Directors' Forum meeting. A union representative on the JLMC shall be present at the final directors' meeting at which the budget is established for each fiscal year.

**ARTICLE 11
COMPENSATION POLICY**

- A. The goal of Public Citizen’s compensation policy is to attract and retain competent staff throughout all levels of the organization. The objectives of the policy are to:
- 1) ensure internal equity within the organization;
 - 2) ensure that Public Citizen salaries keep pace with inflation by providing for annual cost-of-living-adjustments (COLAs);
 - 3) establish career ladders to allow for promotions based on experience, performance, and improved knowledge, skills, and abilities.
- B. Every position will have a job title, job description, and corresponding grade. On the effective date of this agreement, every current bargaining unit position will be assigned one of the following job titles and corresponding grade:

Job Title	Grade
Janitor Mail Clerk	Grade 1
Administrative Assistant I Receptionist I Fundraising/Major Gifts Assistant I Membership Services Assistant I Marketing Assistant I Legislative Assistant I Communications Assistant I Researcher I Policy Analyst I Accounting Assistant I Editorial Assistant I	Grade 2
Administrative Assistant II Receptionist II (Facilities Asst.) Membership Services Assistant II Fundraising/Major Gifts Assistant II Marketing Assistant II Researcher II Accounting Assistant II Editorial Assistant II Legislative Assistant II Communications Assistant II Policy Analyst II	Grade 3

Administrative Assistant III Policy Analyst III Accounting Assistant III Organizer I Legislative Asst. III Researcher III Office Manager I Fundraising/Major Gifts Assistant III Communications Assistant III Editorial Assistant III Marketing Assistant III	Grade 4
Accounting Assistant IV Policy Analyst IV Policy Counsel I Organizer II Fundraising/Major Gifts Assistant IV Admin and Support Texas Office Manager II Researcher IV	Grade 5
Graphic Designer I Legal Fellow Attorney I Program & Admin. Support Mgr (Texas) Organizer III Press Officer I Member Services Manager Editor I Systems Analyst Policy Analyst V Policy Counsel II Researcher V Lobbyist I	Grade 6
Manager of On-line Initiatives I Press Officer II Web Master I Web Developer I Researcher VI Attorney II Editor II Organizer IV Graphic Designer II Lobbyist II	Grade 7

Health Researcher I Press Officer III Web Developer II Web Master II Manager of Online Initiatives II Attorney III Lobbyist III Editor III Researcher VII Organizer V	Grade 8
Direct Response Manager I Manager of Online Initiatives III Lobbyist IV Press Officer IV Legislative Director I Research Director I Field Director I Attorney IV Major Gifts/Planned Giving Officer I Health Researcher II Editor IV Web Master III	Grade 9
Administrative Services Manager I Direct Response Manager II Manager of Online Initiatives IV Lobbyist V Major Gifts/Planned Giving Officer II Legislative Counsel Legislative Director II Research Director II Field Director II Attorney V Press Officer V Editor V Webmaster IV Health Researcher III	Grade 10

Manager of Online Initiatives V Major Gifts/Planned Giving Officer III Administrative Services Manager II Legislative Counsel II Press Officer VI Legislative Director III Research Director III Field Director III Attorney VI Editor VI Webmaster V Lobbyist VI	Grade 11
Major Gifts/Planned Giving Officer IV Legislative Counsel III Legislative Director IV Research Director IV Field Director IV Attorney VII Lobbyist VII	Grade 12
Attorney VIII IT Manager I Lobbyist VIII	Grade 13
Attorney IX IT Manager II	Grade 14
Attorney X Chief Technology Officer I	Grade 15
Attorney XI Chief Technology Officer II	Grade 16
Attorney XII	Grade 17

C. If Public Citizen establishes a new position not listed in Section B, Human Resources Staff will assign the new position a job title, job description, and grade. Establishment of new positions shall be reported to the JLMC. Grading of new positions must be equitable to incumbent employees.

D. Career Ladders and Promotions.

Job titles that are the same except for a numerical suffix (e.g., Administrative Assistant I, Administrative Assistant II) represent a career ladder. An employee in a career ladder position may be promoted to the next higher job title based on performance, experience, education, training, improved skills, or increased job knowledge. Job descriptions will list criteria that may be used to evaluate eligibility for promotion to the next higher job title.

Promotions to the next higher job title may be requested by a director and are subject to approval by the Directors' Forum. All promotions shall be reported to the JLMC. When an employee is promoted, the employee will be paid the salary that corresponds to the grade for the new job title, unless the employee's current salary exceeds the salary for the new grade, in which case the employee's salary will increase by \$2,000.

E. Hiring for Career Ladder Positions.

Career ladder positions may be filled at whatever job title best corresponds to the new hire's qualifications. The job title assigned to each new hire shall be reported to the JLMC. New hires must be paid the salary that corresponds to the grade for the job title. There is no discretion to deviate from the salaries for each grade as set out in Article 12.

F. Promotions

Assignments of job titles to new hires, and promotions of incumbent employees to higher job titles, must be equitable to incumbent employees. Human Resources Staff will review the qualifications of the new or promoted employee and compare them to the qualifications of incumbent employees. Any employee may schedule a meeting with Human Resources Staff to discuss whether his or her qualifications support a promotion to maintain equity within the organization.

**ARTICLE 12
SALARIES**

A. Effective October 1, 2007, the salary corresponding to each grade is as follows:

Grade	Salary
1	24,500
2	28,500
3	31,500
4	34,500
5	38,500
6	42,500
7	46,500
8	50,500
9	54,500
10	58,500
11	62,500
12	66,500
13	70,500
14	74,500
15	79,500

16	84,500
17	89,500

- B. On October 1 of each year, beginning in 2008, each salary shall be increased by 3%. A new salary chart will be prepared and set forth as an addendum to this agreement.
- C. Transition to the new salary structure for incumbent employees.

No employee will face a reduction in pay as a result of the transition to the new salary structure. New salaries for incumbent employees will be calculated as follows:

First, each employee's salary as of September 30, 2007, will be increased by 3% or \$1,450, whichever is greater. An employee hired between October 1, 2006, and October 1, 2007, will have this increase pro-rated by the number of calendar days between the employee's date of hire and October 1, 2007. This calculation will result in the employee's "adjusted salary."

Second, each employee will be assigned a job title and corresponding grade from the table set forth in Article 11, Section B. The employee will be paid the higher of his or her adjusted salary or the salary for the grade assigned to the new job title. If any employee will receive a salary increase of more than \$2,000 (after the COLA set forth in step one) as a result of the implementation of this transition, the increase will be made in two steps. Such employees will receive \$2,000 plus one half of the remaining increase the first year of the contract and will receive the remaining half of the increase on October 1, 2008 if they are on the payroll at that time.

The salary increase will be retroactive to October 1, 2007.

ARTICLE 13 HONORARIA

Public Citizen employees are permitted to earn and to retain outside income earned in connection with their principal responsibilities at Public Citizen, provided that the employee's outside activities do not detract from the employee's full attention to his or her responsibilities at Public Citizen. Employees may retain in full the first \$5,000 earned in outside income. For any amount earned in excess of \$5,000, the employee shall remit one third to Public Citizen no later than April 15 of the year after the outside income was earned.

ARTICLE 14 EMPLOYEE EVALUATIONS

- A. The purpose of evaluations is to provide employees with some idea of how they are doing and how they can improve their performance. In general, evaluations will be based on whether the employee has fulfilled his/her responsibilities as defined by the pertinent job description. In addition, evaluations for professional staff should include feedback on the individual's research and writing ability, as well as the person's application of his/her expertise to particular projects.
- B. For all employees, evaluations are required to be made by their respective director or an appropriate supervisory representative designated by the director at the end of the employee's successful Initial Probation, and then at least once yearly.
- C. Employees may waive their right to a written evaluation. If an employee waives his or her right to a written evaluation, a statement signed by the supervisor and the employee indicating the waiver must be completed and filed in the employee's personnel records. Employees will follow the directions outlined on the evaluation forms. All evaluations will be kept confidential.
- D. Performance evaluations are an integral part of this policy, and they should be completed prior to the end of the fiscal year. Each director and employee is strongly encouraged to take annual performance evaluations seriously. Evaluations should be thoughtful, thorough, and timely.
- E. Employees shall have the opportunity to complete annual evaluations of their supervisor(s) and group director. The purpose of these evaluations will be for employees to anonymously provide constructive information regarding the performance of their supervisor(s) and/or director. In general, evaluations will review a supervisor's abilities to communicate, foster effective time management in employees, develop staff to maximize potential, treat all staff fairly and provide leadership.
- F. After successfully completing Initial Probation, new employees are entitled to an informal morale "check-up" meeting with the Human Resources Staff. The employee is encouraged to notify the Human Resources Staff of any problems, and the employee and the Human Resources Manager shall determine an appropriate course of action to address them.
- G. Remedial Probation is a communication tool to inform employees that their job performance needs improvement. An employee may be put on Remedial Probation at any time after successfully completing Initial Probation for a period of not more than 60 days by a director and/or deputy director who determines and documents that an employee is not meeting requirements of the job. An employee put on Remedial Probation will be informed of the beginning and

ending dates of the Remedial Probation period, the reasons for Remedial Probation, and the specific steps that the employee may take to improve his or her job performance. Because Remedial Probation is a communication tool and not a disciplinary action, the decision to put an employee on Remedial Probation is not grievable. Being placed on Remedial Probation does not affect an employee's rights under any provision of this agreement.

ARTICLE 15 EMPLOYEE RIGHTS

- A. After Initial Probation, a disciplinary action, defined as suspension, demotion, discharge or any other written disciplinary action may only be taken concerning an employee for just cause.
- B. The employee shall have a right to union representation when disciplinary action is being taken concerning him or her. Prior to any formal disciplinary action meeting or at any meeting that may lead to disciplinary action, Public Citizen will advise the employee of his or her right to have a union representative present at the meeting. If a union representative is requested to attend such a meeting, the date and time of the meeting will be mutually agreed to between the Union and Employer.
- C. If an employee is discharged or suspended, the employee may not remain on the job.
- D. In extraordinary circumstances, such as if an employee has ceased performing job duties, defrauded Public Citizen, embezzled funds, or been physically violent in the work place, the employee may be terminated immediately without notice or additional pay.
- E. All disciplinary notices, except oral warnings, shall be given to an employee in writing. The employee shall be provided a space to indicate receipt of the document. Signing such document shall be only for the purposes of acknowledging receipt and is not an acknowledgement of guilt or agreement with the contents. If the employee wants to provide a written response it will be included in the employee's personnel file.
- F. All disciplinary records will be maintained in the employee's personnel file, but if the employee has no disciplinary problems for a period of fifteen (15) calendar months from the date of a disciplinary action it will not be considered as grounds for further discipline, or counted as active discipline. However, they may be used to demonstrate that the employee was aware of Public Citizen's policies and possible consequences.

- G. All Personnel files shall be maintained in the Human Resources office. The employer shall treat personnel files as confidential and available only to appropriate management staff.
- H. Employees shall have the right to review their personnel file by (1) appointment on their own time and (2) with a member of management or designee present. Public Citizen shall schedule the appointment at a mutually agreeable time within three (3) days of an employee request to Public Citizen.
- I. Employees may request a copy of their personnel file. Employees may authorize the Union to obtain a copy of their personnel file provided the written request is original, signed, and dated by the employee.
- J. Employees shall receive a copy of any material that may be used as grounds for discipline at the same time it is being placed in their personnel file.
- K. Employees shall have the right to place a written rebuttal to any material, evaluation, or disciplinary action placed into their personnel file by Public Citizen within seven (7) calendar days of when the document or material is first brought to the attention of the employee.

ARTICLE 16 JUST CAUSE AND PROGRESSIVE DISCIPLINE

The parties agree that the purpose of progressive discipline at Public Citizen is intended to afford every employee the opportunity to learn from mistakes and gain a better understanding of the conduct expected of them at the work place. To foster a fair process for managing discipline, the following steps of action are outlined in a progressive disciplinary system:

Education: Public Citizen will advise the employee of prohibited actions and the consequences of such actions.

Investigation: Public Citizen will conduct a fair and objective investigation that produces sufficient evidence of proof of guilt before action is taken.

Issuing Penalty: Public Citizen will assess the merits of each case on an individual basis and issue penalties with reason and fairness. Public Citizen may include in its evaluation the seriousness of the offense; circumstances of the offense; employee years of service; disciplinary history; job performance; work history and other relevant factors.

Just cause may include but is not limited to the following:

- Demonstrated non-performance of duties

- Willful dishonesty in the performance of duties
- Insubordination
- Violent behavior (physical or verbal)
- Unauthorized possession or use of alcohol or an unprescribed controlled substance during any period of assigned work
- Willful release of information classified as confidential
- Unauthorized possession of weapons
- Theft or willful misuse of Public Citizen property

The progression of disciplinary action includes oral reprimand, oral reprimand with notation to personnel file, written warning, termination. Intermediate steps, including suspension, may be taken in consideration of mitigating factors.

ARTICLE 17 ANTI DISCRIMINATION POLICY

- A. Public Citizen is an equal opportunity employer and fully supports the legal requirements of applicable federal, state and municipal equal employment opportunity laws. Public Citizen is opposed to and prohibits discrimination on the basis of sex, race, color, religion, national origin, sexual orientation, gender identity, gender expression, age, marital status, personal appearance, family responsibilities, matriculation, political affiliation, or disability. These terms are to be interpreted in accordance with federal and D.C. statutes, regulations, and decisions. Discrimination on these grounds is not permissible in the work place.
- B. Toward this end, Public Citizen is committed to providing equal opportunity in all personnel actions. This includes recruitment, hiring, assignment, training, compensation, benefits, promotions, transfers, terminations, and hours of work. Impermissible discrimination also includes actions or language that create a working environment that is hostile, intimidating, or offensive to any individual or individuals based on any of the characteristics mentioned in A, or otherwise allow harassment on the basis of any of those characteristics.

**ARTICLE 18
SEXUAL HARASSMENT**

- A. Public Citizen will not tolerate sexual harassment. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: submission to the conduct is made either an explicit or implicit condition of employment; submission to or the rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.
- B. Conduct of a sexist nature, which treats individuals differently based on sex, gender identity, or gender expression is also forbidden.
- C. Examples of prohibited conduct, based in part on an American Bar Association guide on work place policies, include: demanding sexual favors in exchange for favorable reviews, assignments, promotions, continued employment, or promises of the same; continued or repeated sexual jokes, language, flirtation, advances, or propositions; graphic verbal commentary about an individual's body, sexual prowess, or sexual deficiencies; sexually degrading or vulgar words to describe an individual; leering, whistling, touching, pinching, brushing the body, assault, coerced sexual acts, or suggestive, insulting, or obscene comments or gestures; The display in the work place of sexually suggestive objects, pictures, posters, or cartoons; name calling, relating stories, gossip, comments, or jokes that may be derogatory toward a particular sex or gender identity; The display of sexually suggestive graffiti; Asking questions about sexual conduct or sexual orientation or preferences; harassment consistently targeted only at one sex or gender identity, even if the content of such harassment is not sexual; retaliation against employees for complaining about such conduct.
- D. The policies explained in Articles 17 and 18 shall be posted in the work place and shall be made available to all employees at Public Citizen.

**ARTICLE 19
INTERNAL PROCESS TO RESOLVE SEXUAL HARASSMENT AND
DISCRIMINATION COMPLAINTS**

- A. Public Citizen has established a confidential internal process for resolving complaints that are covered by Articles 17 and 18 in order to encourage employees to resolve complaints rather than let them worsen and adversely affect the work environment. It is hoped that the internal process will serve as an alternative to less productive ways to address these issues, such as widely publicizing allegations for the sole purpose of embarrassing another employee.

- B. Each director is responsible for ensuring that this policy is enforced within his or her respective Group.
- C. Human Resources Staff: The Human Resources Staff has the responsibility of investigating and resolving complaints concerning violations of this policy.
- D. Designated Personnel Representative: If the Senior Human Resources Staff position is vacant, the President will designate a non-union member of the Public Citizen staff to perform the Human Resources Staff's responsibilities for investigating and resolving complaints concerning violations of this policy until a new Human Resources Staff takes office ("Designated Personnel Representative"). The President shall notify all employees of this designation and ensure that the Designated Personnel Representative receives adequate training to fulfill these duties.
- E. Reporting a Complaint: Employees should report any incident in which they believe they have been discriminated against, or subjected to harassment on any basis covered by this policy, to the Human Resources Staff, the Designated Personnel Representative, or, if they prefer, to the President. Employees who believe they have witnessed harassment or discrimination may report the incident to the Senior Human Resources Staff, the Designated Personnel Representative, or the President. Employees are encouraged to first attempt to discuss and resolve the matter with the appropriate director before reporting it to others.
- F. The confidentiality of any persons reporting such an incident or cooperating with an investigation shall be strictly maintained to the extent allowed by law. Any person who may be a participant in the resolution of a complaint that is or may be filed pursuant to this policy should exercise reasonable discretion when discussing the matter in order to preserve the confidentiality of the process as much as is possible.
- G. Retaliation, reprisals, threats or suggestions of reprisals, against any employee who reports discrimination or harassment, or cooperates in the investigation of discrimination or harassment, are strictly prohibited.

ARTICLE 20 GRIEVANCE PROCEDURE

Under this Agreement, the term "grievance" is defined as a disagreement that arises between Public Citizen and an employee (or employees) or between Public Citizen and the Union on questions concerning the interpretation or application of this Agreement, except renewal of this Agreement. This grievance and arbitration procedure also extends to any allegation of a violation of federal, state or local law.

Procedure

The employee and immediate supervisor will attempt to resolve the grievance informally. Neither party shall have the authority to alter the terms of this Agreement.

Step 1: If the grievance is not resolved informally, the employee may bring the grievance to the Union and if the Union deems the grievance to be meritorious, the Union shall present it in writing to the Director of Human Resources within fifteen (15) working days of the event giving rise to the grievance. The written grievance shall contain a written statement of the nature of the grievance, the date of the alleged violation, the Article(s) of the Agreement on which the grievance is based, and the signature of the affected employee and the Union representative. The Union may present a grievance on behalf of any employee or in its institutional interests. The director of Human Resources and the Union shall schedule a grievance meeting not later than seven (7) work days after the Union submitted the grievance to Public Citizen in writing. The Director of Human Resources shall have ten (10) days to respond to the Union in writing after the conclusion of the grievance meeting. If Public Citizen fails to respond within the time limits specified the Union may appeal the grievance to the next Step of the procedure.

Step 2: Binding Arbitration: If the grievance remains unresolved the Union shall have fifteen work days (15) to appeal the grievance to arbitration from the date of the last written final response from Public Citizen by making written notification to Public Citizen and a simultaneous written request to the Federal Mediation and Conciliation Service (FMCS) for an arbitration panel of five (5) arbitrators. The Union will request that FMCS only furnish names of arbitrators who are members of the National Academy of Arbitrators. Within seven (7) work days of receipt of this list of arbitrators from FMCS, the parties shall meet and the aggrieved party shall strike the first name and thereafter the other party shall do the same, alternating until one arbitrator remains. That arbitrator shall be used to hear the grievance. The arbitrator shall be bound by and shall not have the power to add to, subtract from or modify the terms of this Agreement. Both parties shall pay all expenses of arbitration (including court reporter if used), excluding costs of representation and witnesses, equally. The decision of the arbitrator shall be final and binding upon the parties subject to their rights under law, and shall be issued within thirty (30) calendar days of the arbitration hearing. Such deadline can be extended by mutual agreement.

- (a) The time deadlines specified in this Article may be extended by a written agreement signed by authorized representatives of Public Citizen and the Union.
- (b) The Union and Public Citizen shall have a right to a copy of all documentation and information that is available and necessary for full and

proper discussion and understanding of subjects relevant and material to a grievance in question.

- (c) Subject to operational needs, employees who are grievants or witnesses will be allowed to attend grievance hearings during work hours.
- (d) The Union and Public Citizen shall be permitted to present evidence and witnesses and to cross-examine all witnesses whenever a grievance or arbitration hearing is held.
- (e) No employee will be disciplined or suffer a loss of pay or benefits or changes in employment position as a direct result of reporting facts that the employee in good faith believes to be true.

ARTICLE 21 UNION SECURITY AND DUES DEDUCTION

- A. The union proposes and management accepts the following union security clause: It shall be a condition of employment that all employees hired after the National Labor Relations Board certification date (March 9, 2004) of the Public Citizen unit (Case 5-RC-15674) and who are covered by this Agreement, shall no later than the thirtieth day following the beginning of their employment either become and remain members in good standing in the Union or choose not to join the Union and pay the agency fees as calculated by the Union. Those employees hired prior to March 9, 2004, shall be under no obligation to either join the Union or pay agency fees as a condition of employment. Green Door employees not to exceed a total of three (3) in number, shall not be required during the term of this agreement to join the Union or pay an agency fee as a condition of employment.
- B. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing shall remain members in good standing.
- C. When Public Citizen is notified in writing by the Union that an employee is delinquent in the payment of Union dues or has failed within the time prescribed by the Union to make proper application and pay the required initiation fee, or has failed to pay the agency fees, Public Citizen shall immediately terminate such employee until such time as the Union has notified Public Citizen that the employee is in good standing.
- D. Upon written notice from the Union, Public Citizen will deduct Union membership dues or agency fees from each employee pursuant to a written authorization executed by the employee(s) and provided by the Union.

- E. Public Citizen agrees that upon individual written authorization from members, periodic union dues or agency fees shall be deducted by Public Citizen from the member's paycheck each pay period and forwarded to the Union within seven (7) days after the last pay period of each month. Upon submission of the above authorization, the one-time initiation fee for those employees choosing to join the Union shall be deducted by Public Citizen from the member's first full paycheck and forwarded to the Union.
- F. Public Citizen will notify the Union promptly of any revocation of such written authorization received by it.
- G. Public Citizen will provide to the Union in writing the name, address, and a unique identification number of each employee in the bargaining unit hired or terminated. Upon request from the Union, Public Citizen will provide to the Union an electronic listing of names, addresses, and positions held of all unit employees.
- H. Public Citizen assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold Public Citizen harmless from any claims, actions or proceedings by any employee arising from deductions made by Public Citizen under this contract. Once the funds are transmitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 22 HEALTH INSURANCE

- A. All full time employees as of March 4, 1994, and their children and spouses or domestic partners are entitled to health insurance at Public Citizen's expense, to begin on the first day of the month following the employee's first day of employment. The policy will continue to provide coverage until the last day of the month after termination.
- B. For full time employees who are hired after March 4, 1994, health insurance coverage is provided for the employee and his or her eligible children. Spouses or domestic partners of employees who are hired after this date are eligible for participation in Public Citizen's coverage, but they must reimburse Public Citizen for the cost.
- C. Upon termination, an employee may purchase extended coverage under the employer's health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).
- D. Regular part time employees who work at least 20 hours a week are entitled to have a percentage of their health insurance paid, equal to the percentage of their

full time work. However, a regular part-time employee must work at least 20 hours per week to be eligible for health insurance coverage.

ARTICLE 23 LONG-TERM DISABILITY

- A. Regular employees who work at least 20 hours per week are eligible to participate in long term disability coverage. Employees who work less than 20 hours per week are not eligible for such disability coverage.
- B. Public Citizen pays for the cost of long term disability coverage for eligible employees who make less than \$34,500 per year. Employees who earn \$34,500 or more per year must reimburse the employer for the cost of such disability coverage. An employee's reimbursement for such disability coverage begins on the date at which his or her salary is equal to at least \$34,500. The \$34,500 cap will be adjusted each Plan year for inflation.
- C. Upon termination, an employee, if permitted by the insurance plan, may convert their disability coverage from a group coverage to an individual coverage plan.

ARTICLE 24 PENSIONS

- A. An employee who has worked for the employer during at least three of the immediately preceding five calendar years is eligible for participation in Public Citizen's SEP IRA pension plan. SEP IRA is a "Simplified Employer's Pension Individual Retirement Account." Under this plan, the employer may contribute up the maximum allowed by IRS regulations but is under no obligation to do so.
- B. Any regular employee is eligible to participate in Public Citizen's 403(b) tax deferred savings plan. Through this plan, employees may supplement their pensions by requesting a salary reduction from each paycheck, to be invested in a tax deferred account.

ARTICLE 25 LEAVE

A. ANNUAL LEAVE

Each employee earns three (3) weeks paid vacation a year, with the dates for use to be negotiated with the director or President. Vacation time may be taken as it is accrued. Vacation hours are accrued during each pay period and are reported on the employee's earnings statement. After completing two full years of

work at Public Citizen, employees earn four (4) weeks of vacation per year. After 10 years of employment with Public Citizen, employees earn five (5) weeks of vacation per year. Vacation time may be accrued up to a maximum of 60 days, and the employee will be compensated for accrued vacation hours that are not taken if he or she leaves employment with Public Citizen. On a one-time basis, employees in the first six months of employment at Public Citizen may borrow up to eight hours of paid vacation time beyond what they have accrued. The time will be reported on their earnings statement as a deficit. Full-time regular employees are entitled to the following vacation schedule:

Length of service	Vacation time earned
0 to 2 years	3 weeks/year
2 to 10 years	4 weeks/year
More than 10 years	5 weeks/year

B. HOLIDAYS AND PERSONAL DAYS

- 1.) These holidays will be observed and the office will be closed, following the federal calendar: New Year’s Day; Martin Luther King, Jr. Day; Memorial Day; July 4th; Labor Day; Thanksgiving; and Christmas. The office also will be closed the day after Thanksgiving and New Year’s Eve.
- 2.) Five (5) additional personal days, including any religious holiday that the employee observes, public holidays, or any other day of the employee’s choosing, may be taken with permission of the employee’s supervisor. Personal days are not accruable, and those not taken by the end of the fiscal year (10/1 to 9/30) will be lost. During the first year of employment, the amount of personal days will be pro-rated based upon date of hire: 10/1-12/15=five personal days, 12/16-2/28 = four personal days, 3/1-5/15=three personal days, 5/16-7/31= two personal days, 8/1-9/30=one personal day.
- 3.) All employees must report all leave (including but not limited to annual vacation, sick, bereavement, family medical, parental, jury, voting and administrative) and personal days on a time sheet on a semimonthly basis. The time sheet must be signed by a director or an appropriate supervisory representative designated by the Director.
- 4.) If an employee has used up all his/her personal days and so requests the employer will provide reasonable accommodation of an employee’s religious observances by permitting the employee to take time off for religious holidays and make up the time by working extra hours.

C. SICK LEAVE

- 1.) All full time regular employees are entitled to twelve (12) days of paid sick leave per year accrued at the rate of four hours per pay period. Part time regular employees accrue and use sick leave on a prorated basis.
- 2.) Sickness includes all conditions, physical or mental, whether the result of disease, accident, or other cause, known or unknown, that prevent an employee from working or, in the case of a family member, require the assistance or care of the employee.
- 3.) Up to twelve (12) days of an employee's sick leave may be used per calendar year for the care of family members. Family is defined as (1) spouse or domestic partner; (2) children, including adopted children and their spouses; (3) parents; (4) brothers and sisters and spouses thereof; (5) grandparents; and (6) any individual whose close association with the employee is comparable to any of the foregoing. The phrase "care of family members" means the actual care for, or direct assistance to, the family member who is ill. It includes visits to family members who are ill only if an employee actually administers care. Employees may also use personal days or annual leave for such a purpose.
- 4.) If an employee is not able to schedule medical and dental appointments for non-working hours, he or she may use sick leave or may make up the time generally within the same or the next pay period without using sick leave, as arranged with his or her supervisor.
- 5.) If an employee is on sick leave, he or she continues to accrue sick leave and annual leave.
- 6.) Employees who are able to return to work on a part time basis may use accrued or borrowed sick leave (as authorized under section C.9 of this Article) for those hours not worked.
- 7.) Unused sick leave is carried over from year to year and is not paid upon an employee's departure from Public Citizen. There is no limit on the carryover of sick leave.
- 8.) Misuse of sick leave may be an element in an employee's performance evaluation. A director may require medical certification of an illness that lasts longer than three consecutive work days. Such medical certification is sufficient to establish that an employee is entitled to sick leave.
- 9.) An employee may borrow up to 30 work days of sick leave for a serious illness by requesting the advance from his or her director. Part time regular employees may borrow proportionate amounts. If a director

refuses the request, the Human Resources Staff will be informed and will review the denial. The Human Resources Staff may review the denial with a physician. Medical certification of the serious illness may be required. An employee who leaves Public Citizen without having earned back borrowed sick leave must pay the outstanding balance using any unused accrued annual leave or with monetary reimbursement or withholding from the final paycheck.

- 10) In the event of a catastrophic illness or injury to an employee, employees may donate up to 20% of their accrued sick leave to their co-worker under the following conditions:

The recipient employee:

1. must have used up all available personal days and sick and annual leave.
2. must have borrowed the 30 days allowed under Section C9.
3. can then receive from co-workers the difference between the total of the above days off and 90 days.

D. FAMILY AND MEDICAL LEAVE

- 1.) Family and Medical Leave: In addition to the sick leave outlined above, all regular full-time and part-time employees at Public Citizen are entitled to a total of 16 work weeks in any 24-month period for unpaid medical leave for one's own serious health condition. A separate 16 work weeks of unpaid family leave in any 24-month period is allowed for the birth, adoption, placement of a child for foster care, the placement of a child for whom the employee assumes permanent parental responsibilities, or the care of a family member of the employee who has a serious health condition.
- 2.) Family and medical leave may be taken intermittently when medically necessary. If possible, employees should give reasonable prior notice of intent to take family or medical leave.
- 3.) Public Citizen continues to pay health benefits during family and medical leave.
- 4.) When an employee returns to work after a period of sick, family, or medical leave, Public Citizen will return the employee to the same or equivalent position held by the employee when the leave commenced.

E. COMPENSATORY TIME

Exempt employees are not paid for overtime work, but may receive compensatory time as negotiated with their director. Compensatory time must be taken within two pay periods after the extra hours worked. Compensatory time is

at the discretion of the director and scheduling will be done on a prior approval basis to meet the needs of the employer and the employee.

F. PARENTAL LEAVE

- 1.) Parental Leave: Parental leave is considered to be leave taken for the purpose of caring for a newly arrived child (i.e., within the first year of the child's arrival with the family, whether by birth, by adoption or by foster care arrangements). It does not apply to any period of disability in connection with child birth, which is considered sick leave.
- 2.) Employees with the following minimum tenure of employment are entitled to the following minimum paid and unpaid parental leave:
 - a. For employment by Public Citizen for at least one year on the date the child arrives in the family, the employee is entitled to at least one month paid leave and two months unpaid leave.
 - b. For employment by Public Citizen for at least three years on the date the child arrives in the family, the employee is entitled to at least two months paid leave and one month unpaid leave.
 - c. For employment by Public Citizen for at least five years on the date the child arrives in the family, the employee is entitled to at least three months paid leave.
 - d. The District of Columbia Family Medical Leave Act provides for an additional 4 weeks of unpaid leave which must be concluded within 24-months of the birth or arrival of the child.
- 3.) It is understood that employees are specifically entitled to these leave periods; other arrangements for these same benefits may be negotiated on a case by case basis. For example, an employee may wish to work on a part time basis rather than taking full time leave, and may therefore seek to take six months of half time leave rather than three months of full time leave. Such arrangements are not a matter of entitlement, but must be negotiated on an individual basis with their director.
- 4.) An employee's job, or when that is not possible, a substantially equivalent job, will be available to the employee at the conclusion of any parental leave to which the employee may be entitled or which may be negotiated as provided above.
- 5.) Public Citizen provides to all regular full-time and part-time employees up to 24 hours of unpaid leave during any 12-month period for the purpose of

the employee's attendance at a school-related event involving his or her child. The employee may elect to use vacation leave for this purpose.

G. OTHER LEAVE

- 1.) Administrative Leave due to extreme office conditions: The decision to close any office due to extreme heat, cold, utilities shutoff, or other emergencies, should be governed by the following criteria: effect on employees, duration of situation/condition, and compliance with the city, state and federal health codes and their actions. Public Citizen management and employees should make every effort to see that the workplace is clean, healthy and a least minimally comfortable. To this end, management will follow all city, state and federal health codes and workplace safety requirements, and where possible strive to exceed them. The President, "acting" President or COO may close any office due to extreme office conditions.
- 2.) Bereavement Leave: All full time and part time regular employees are entitled to five (5) days of bereavement leave when a member of their immediate family has died. The term "immediate family" is defined as (1) spouse or domestic partner; (2) children, including adopted children and spouses thereof; (3) parents; (4) brothers and sisters and spouses thereof; (5) grandparents; and (6) any individual whose close association with the employee is comparable to any of the foregoing. If additional leave is necessary, an employee may use annual leave or request unpaid leave.
- 3.) Jury Leave: Regular full-time employees and regular part-time employees on their regular days of work shall receive paid leave to perform jury duty on grand and petit juries.
- 4.) Voting Leave: On days when general or primary elections are scheduled in the jurisdiction where an employee resides, if an employee's working hours both begin less than two hours after the polls open in the jurisdiction where they reside, and end less than two hours before the polls close in that jurisdiction, the employee may, for the purpose of voting, either arrive two hours after the polls open or leave work two hours before the polls close, without loss of pay.

ARTICLE 26 LAYOFF, SEVERANCE, AND SENIORITY RIGHTS

- A. An employee who is laid off due to budgetary/financial constraints within the organization or because of the elimination of a position will receive a notice, severance payments and continuation of benefits as follows: An employee is entitled to a minimum of two weeks severance payment with benefits plus one

week of severance for each year of service in excess of two years, up to four weeks. The maximum severance payment with benefits is six weeks. Health and dental insurance coverage will continue until the last day of the month in which severance payments end. Accrued but unused vacation will be paid out to the employee. Vacation hours will stop accruing on the last day actually worked.

- B. Employees in grant-contingent positions (as specified in the offer letter) are not eligible for severance benefits. Grant contingent employees must have an end-date in their offer letter and subsequent letters renewing employment under the terms of the grant. On a monthly basis, the HR staff will provide each of the directors a list of grant-contingent employee positions and end-dates of the grant.
- C. In making decisions regarding layoffs due to budgetary/financial constraints or the elimination of a position, an employee's length of service to Public Citizen is a factor that will be considered.

ARTICLE 27 SMOKING POLICY

- A. No smoking is permitted on Public Citizen premises including in the stairwells and roof.
- B. Public Citizen will pay any reasonable costs for an employee who wishes to attend a smoking cessation program.
- C. Public Citizen will not hire or fire based on a smoking addiction.

ARTICLE 28 VENDOR GIFT POLICY

- A. Public Citizen makes every effort to choose suppliers in a fair and impartial manner, and wants to avoid any appearance that personal relationships with suppliers are influencing Public Citizen's business decisions.
- B. No Public Citizen employee or members of his or her family may accept gifts, meals, services, discounts, or favors from suppliers or potential suppliers, directly or indirectly. Employees must adhere to this policy, and violators will be subject to disciplinary action.
- C. No donations to charities, public interest organizations, or causes may be made in the name of Public Citizen by vendors.

ARTICLE 29 PROCUREMENT POLICY

Public Citizen will strive to make procurement decisions in accordance with its vision, values, and the goals it pursues through its work. This article is not subject to grievance or arbitration.

ARTICLE 30 OTHER BENEFITS

- A. Professional Membership Dues: Public Citizen shall pay for all dues and fees that an employee is required to pay in order to obtain or maintain professional status that is required as a part of the employee's job as determined by the director. Public Citizen will pay bar and court admission fees, renewal fees, and pro hac vice fees necessary for an attorney to practice in any court in which the attorney must appear as part of his or her job, including all licensure fees required to become licensed in the District of Columbia. This does not include the cost of bar examination preparation courses. However, any attorney or law graduate, other than those hired for a fixed term position of two years or less, who resigns from Public Citizen within three years of the date of licensing in DC shall reimburse Public Citizen for the cost of becoming a member of the DC Bar.
- B. Credit Union: Public Citizen offers all regular full-time and part-time employees membership in the National Capital Federal Credit Union. Membership is open to all immediate family members of Public Citizen employees.
- C. Public Citizen will offer a plan to allow the use of pre-tax earnings to cover dependent care for employees' dependents: (i) who are under age 13, or (ii) are physically or mentally incapable of self care, or (iii) in elderly care. In order to be eligible to apply for this program for elderly care, the individual receiving elderly care must be claimed on the employee's federal tax return as a dependent.
- D. The JLMC will explore long-term care insurance policies and make a recommendation about whether Public Citizen should offer such a policy.
- E. Flextime: Public Citizen's regular work hours are 9 a.m. to 6 p.m., Monday through Friday. Upon approval by the employer, a regular full-time employee may be granted alternate hours to work between 6 a.m. and 7 p.m. on a temporary or permanent basis. Any change in regular work hours or denial of a request must be reported in writing to the Senior HR Staff by the employee's director. Any denial of flextime may not be grieved.
- F. Flexplace: In special circumstances, and upon approval by the employer, a regular full-time employee may be permitted to work at an alternate location not in the offices of Public Citizen. Such an arrangement may not unreasonably

interfere with the employee's ability to complete the duties outlined in the job description. Public Citizen shall not be responsible for providing technological equipment or services to an employee who request to work at an alternate location. Any change in work location or denial of a request must be reported in writing to the Senior HR Staff by the director. Any denial of flexplace may not be grieved.

- G. Cab Fare: At the Director's discretion, Public Citizen will reimburse employees for the cost of a cab ride from a Public Citizen office to the employee's residence if the employee works later than 9 p.m.
- H. Continuing Education: An employee may make a request to attend specialized job training during work hours and/or at Public Citizen expense. If the employee's director feels than it would be beneficial to Public Citizen for the employee to attend the specialized job training, the director may request approval from the Human Resources Director for the employee to attend the course during work hours and/or at Public Citizen expense.

ARTICLE 31 SAFETY AND HEALTH

It is the responsibility of Public Citizen to provide safe and sanitary working conditions, including equipment, in all present and future installations, and for employer and employees to maintain a safe workplace. The parties recognize that each employee has a responsibility to give effect to the safety program by following the safety procedures and working to see that all safety and health regulations are implemented properly.

ARTICLE 32 TERM OF AGREEMENT

Except as otherwise provided, all provisions of this Agreement shall take effect as of October 1, 2007, and shall remain in effect until September 30, 2010. Not later than sixty (60) days prior to the expiration date of this Agreement, either party may serve notice on the other party of their decision to renegotiate the Agreement.