

Agreement

Between

Public Citizen

And

SEIU Employees International Union (SEIU) Local 500, CtW

December 28, 2021 through September 30, 2024

Agreement between Public Citizen and SEIU Local 500  
[date]

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## **AGREEMENT**

This Agreement is entered into between Public Citizen, Inc. and Public Citizen Foundation (collectively, Public Citizen) 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. As used in this Agreement, "employees" of Public Citizen includes all employees with the following exceptions: guards, the President, Executive Vice President, Directors, Deputy Directors, Chief Financial Officer, Human Resources staff who deal with labor relations, confidential material, or grievances, Executive Assistant to the President, Founder and Senior Advisor to HRG, 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 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 ladders 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. During the final six months of the term of this Agreement, employees are entitled to attend one additional 2-hour meeting of the bargaining unit to discuss union-related matters. The Union will provide Public Citizen with at least two workdays' 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.

During the two months preceding bargaining over a new Agreement, each member of the Union's bargaining committee is allowed to spend a maximum of 5 hours of work time each month for bargaining committee matters. During those months, an employee who is a member of both the bargaining committee and the JLMC may spend up to an aggregate of 7.5 hours of work time each month on bargaining and JLMC matters.

During the period in which bargaining meetings are held, employees on the bargaining committee may spend up to 5 hours per month of work time on bargaining matters, in addition to the time spent in bargaining meetings. No more than two employees from any one Public Citizen division are eligible to use work time for bargaining matters, including bargaining meetings.

## **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:
  - 1. The time previously employed is counted toward the determination of the annual leave 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 the employee is rehired during the same fiscal year.
- E. Interns will not be used to replace bargaining unit positions.

**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 annual leave, 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. Benefits for a part-time regular employee will be 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. Public Citizen may, at its option, extend this period one time, for an additional three months. Termination during or at the end of this Initial Probation is not grievable. Every new employee will be informed of this policy through the packet of materials they receive when they begin work. The employee may seek assistance from the HR staff during Initial Probation. Each new employee will be given an informal evaluation by their director before the expiration of the 3-month Initial Probation.

An employee whose initial probation period is extended shall be informed in writing of the beginning and ending dates of the extension period, the reasons for the extension, and the goals for improvement for the employee to successfully complete the probation period.

## **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. All positions in the bargaining unit must have job descriptions. Job descriptions may be changed as circumstances change, upon discussion between the employee and either the employee's director or the President.
- B. Changes to job workload are not subject to the grievance and arbitration procedure for a period of 30 calendar days. Employees are encouraged to bring concerns about their job workload to their director at any time. Employees may bring concerns about their job workload to Human Resources Staff at any time 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 75 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. Public Citizen shall not impose unreasonable quotas or unreasonable performance measures on employees.
- C. Each employee's job description shall indicate whether the employee is classified as exempt or non-exempt 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, their job titles as set forth in Article 11, their grades, their dates of hire, and their areas of work responsibility will be maintained by the Human Resources Staff. This list will be updated and provided to the JLMC quarterly.
- 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, whether the employer is the 501(c)(3) or 501(c)(4) organization; 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 the employee's supervisor. The job description may also, but need not, contain a "functional title" as that term is defined in Article 11, Section G.
- G. Job descriptions will be maintained by the Human Resources staff, and the applicable job description will be provided to each new employee when the employee is hired.
- H. An employee who believes that their job description is inaccurate may submit a revised job description to their 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. Purpose: The JLMC is a collaborative forum to discuss issues that affect the work environment and effective working relationships and that are not current matters of negotiation or grievance. Such issues may include, but are not limited to, those that bear on the effectiveness of Public Citizen policies and practices



related to compensation, performance evaluations, employee benefits, and workplace safety and sanitation.

The JLMC will act by mutual consent and may make non-binding recommendations on matters germane to Union-management relations and, when appropriate, to the continuous improvement of Public Citizen operations.

- B. **Members:** Each party (Management and Labor) shall identify at least 2 representatives and no more than 4 representatives to serve on the JLMC. At least half of the Labor-side members must have at least one year of Public Citizen work experience. Terms 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.
- C. **Responsibilities:** JLMC members will attend an annual training through the Federal Mediation and Conciliation Service.

The JLMC will prepare and adopt a written policy setting forth procedures for its operation and for facilitating communications between employees and management.

The JLMC will aim to meet once a month and will meet no less often than every six weeks, but it may choose not to meet during the period of bargaining. Each member of the JLMC is allowed to spend a maximum of 6 hours per month of work time for JLMC matters, including time spent at JLMC meetings. Any time beyond 6 hours per month must be outside of work hours, unless all members agree that such additional time is needed.

Confidential information received by the JLMC will remain confidential and not be distributed to other employees. The JLMC will not discuss individual staff members. However, it may discuss particular positions, for example, in the course of monitoring the effectiveness of the compensation policy, including when reviewing promotions, new hires, and assignment of positions to career ladders.

The JLMC can present its recommendations and completed work to the directors and the President, as needed. When a substantive response to a JLMC recommendation is called for, the President will provide such a response within 45 days. In addition, the JLMC co-chairs will make an annual presentation to the President and directors, and the JLMC will make a joint report about its work at each all-staff meeting.

- D. The Labor-side JLMC representatives may conduct exit interviews with employees who are amenable to such meetings.

## **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 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. Designated Union representatives will be given up to thirty minutes to address new hires during the first week of employment.
- C. Except in extraordinary circumstances, employees must be informed of major policy decisions under consideration or changes in circumstances that will affect their employment (e.g., the simultaneous elimination of multiple positions, the elimination of publications or programs that might result in job losses, etc.), to enable 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 two times per year with the President and/or the EVP to discuss employee and/or management concerns. The JLMC, the President, EVP or directors may request additional meetings as necessary.
- F. The President, EVP, or designee will give to the employee members of the JLMC a copy of the budget and an interactive presentation about the budget at least 2 weeks before the budget is presented to the Board of Directors.

## **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. Every current bargaining unit position is assigned one of the following job titles and corresponding grade:

Receptionist	I-II	2-3
Administrative Assistant	I-III	2-4
Accounting Assistant	I-IV	2-5
Senior Accountant	I-II	6-7
Development Assistant	I-IV	2-5
Development Officer	I-IX	6-14
Researcher	I-VII	2-8
Research Director	I-IV	9-12
Health Researcher Fellow		6
Health Researcher	I-X	6-15
Health Services Researcher	I-X	6-15
Organizer	I-V	4-8
Field Director	I-IV	9-12
Online/social media associate	I-V	4-8
Online/social media manager	I-VI	9-14
Program Associate	I-IV	4-7
Press Officer	I-VII	5-11
Communications Editor	I-III	6-8
Editorial and Production Manager	I-III	9-11
HRG Editor	I-VI	6-11
Member Services Coordinator	I-III	3-5
Member Services Manager	I-II	6-7

Litigation Fellow		6-7
Litigation Attorney	III-XII	8-17
Litigation Office Manager/Paralegal		7
Legislative Assistant	I-III	2-4
Lobbyist	I-VIII	6-13
Building Manager	I-V	2-6
Office Manager	I-III	4-6
Assistant Controller		9
Controller		10-11
Administrative Services Manager	I-III	8-10
Online Advocacy and Fundraising Associate	I-III	5-7
Online Advocacy and Fundraising Manager	I-V	8-12
Web Coordinator	I-III	3-5
Web Developer	I-IV	7-10
IT Systems Engineer	I-V	7-11
Campaign Coordinator	I-III	6-8
Campaign Director	I-V	9-13
Direct Response Coordinator	I-III	4-6

- C. Each new hire will be assigned a job title (and corresponding grade) listed in Section B, except as otherwise provided in this Section.

Public Citizen may create new positions not listed on the chart included in Section B, provided that (1) the new position does not fit within any title already in the chart, (2) Public Citizen assigns the new position a job title, job description, grade, and, if appropriate, ladder, and (3) the position is graded and provided promotion potential equitably in comparison to existing positions. A new position created under this paragraph will be reported to the JLMC at least 3 business days before the position is posted. After a hire is made for a position not currently listed in Section B, Public Citizen will update and make available to all employees a list of new positions and associated career ladders established during the term of this Agreement.

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 used to evaluate eligibility for promotion to the next higher job title.

Promotions to the next level of the ladder may be requested by a director and are subject to approval by the President. 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.

Promotions may be granted and go into effect at any time of year. An employee shall be considered periodically for promotion, and there is no minimum time period that must pass before an employee may be eligible for promotion. An employee may ask to be considered for a promotion or to discuss the employee's chance for promotion at any time.

If an employee is not in a position in which promotions are based solely on years of experience, the employee and the employee's director or direct supervisor will have a conversation, at least every two years, about the employee's chance for promotion and potential to move to a higher level of responsibility at the organization. The conversation may be, but need not be, during the employee's annual evaluation. The employee may waive this conversation.

An employee who asks to be considered for promotion is entitled to a substantive response within 30 days. If requested by an employee whose request for a promotion is denied, the director or supervisor will explain in writing why the employee is not currently eligible for promotion to the next grade on the ladder and shall identify any performance goals that, if met, will render the employee eligible for promotion.

Public Citizen will track denials of requests for promotion.

E. Hiring for Career Ladder Positions.

Career ladder positions may be filled at whatever job title best corresponds to the new hire's qualifications. 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 the employee's qualifications support a promotion to maintain equity within the organization.

G. Job Titles and Functional Titles

All references in this Agreement to "job title" refer to the title assigned under Section B of this Article.

An employee's Article 11 job title may be different from the employee's functional title, as assigned by a director to describe the position for purposes other than to assess grade and salary. A functional title cannot take the place of the Article 11 job title for the purpose of any provision of this Agreement.

**ARTICLE 12  
SALARIES**

A. As of the effective date of this Agreement, the salary corresponding to each grade is as follows:

<b>Grade</b>	<b>Salary</b>
2	49,187
3	52,650
4	56,807
5	62,670
6	69,179
7	75,690
8	82,200
9	88,712
10	95,222
11	101,734
12	108,243
13	114,753
14	121,267
15	129,405
16	137,543
17	145,683

- B. Within two pay periods after the effective date of this Agreement, employees employed by Public Citizen on or before the date of ratification of this Agreement will be paid an amount equal to the additional pay that they would have received if the salaries set forth above had been in effect on October 1, 2021.
- C. On October 1 of 2022 and 2023, the salary corresponding to each grade will increase based on the DC Area CPI-U (All Items Index) from July of the preceding year to July of the current year, as a cost-of-living-adjustment (COLA). In 2022, if the COLA is less than 4%, a general wage increase will be applied to bring the total increase to 4% of the prior year's wage. In 2023, if the COLA is less than 3%, a general wage increase will be applied to bring the total increase to 3% of the prior year's wage. A new salary chart will be prepared by Public Citizen and set forth as an addendum to this agreement in the fall of 2022 and 2023.
- D. Employees hired before October 1, 2007, and whose salary exceeds the salary corresponding to their grade, will receive, retroactive to October 1, 2021, a 2% pay increase. On October 1, 2022 and 2023, such employees will receive a COLA based on the DC Area CPI-U (All Items Index) from July of the preceding year to July of the current year, but not less than zero or more than 2%. Such employees will not receive a general wage increase.

### **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 the employee's responsibilities at Public Citizen.

### **ARTICLE 14 EMPLOYEE EVALUATIONS**

- A. Unless waived by the employee as provided for in the paragraph below, for all employees, written 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 annually, and no later than August 31 of each year.

Employees may waive their right to a written evaluation. If an employee waives the 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. A director or supervising manager can prepare and submit a written evaluation to include in an employee's file, regardless of whether an employee waives a written evaluation and at any time of year, but must provide a copy to the employee at the same time the written evaluation is submitted for

inclusion in the employee's file. All evaluations will be kept confidential and will be accessible only to the employee and appropriate management and HR staff.

- B. At the option of either the employee or the director or supervisor, an employee may be given an oral evaluation. If more than one director (including the director of Human Resources) or supervisor will be present for the oral evaluation, the employee will be given at least 24 hours' notice that more than one person will be attending. Where at least 24 hours' notice is not provided, the employee may choose to reschedule the oral evaluation. The decision by a director or supervisor as to who will attend the oral evaluation is not grievable.
- C. Employees will have the opportunity to complete annual evaluations of their supervisor(s) and group director, to provide an opportunity for employees anonymously to give constructive information regarding the performance of their supervisor(s) and/or director.
- D. After successfully completing Initial Probation, employees are entitled at any time to meet with the Human Resources staff. Employees are encouraged to notify the Human Resources staff of any problems appropriate for Human Resources to discuss and to assist in recommending an appropriate course of action.
- E. Remedial Probation is a communication tool to inform employees that their job performance needs improvement. At any time after successfully completing Initial Probation, a director and/or deputy director who determines and documents that an employee is not meeting requirements of the job may put an employee on Remedial Probation for a period of up to 60 days. 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 should take to improve job performance. Being placed on Remedial Probation does not affect an employee's rights under any provision of this Agreement, including the just cause provision, and Public Citizen shall so inform the employee. Because Remedial Probation is a communication tool and not a disciplinary action, the decision to put an employee on Remedial Probation is not grievable. An employee will have the right to have a Union representative present at any meeting regarding Remedial Probation. 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 Public Citizen, provided that if a Union representative is not available to attend a meeting within 4 business days of any request, Public Citizen may hold the meeting in the absence of the Union representative.

## **ARTICLE 15 EMPLOYEE RIGHTS**

- A. After Initial Probation, a disciplinary action, defined as suspension, demotion, or discharge, may only be taken concerning an employee for just cause.



- B. The employee shall have a right to Union representation when disciplinary action, as defined above, is being taken concerning the employee. Prior to any meeting at which disciplinary action will be taken or that may lead to disciplinary action, Public Citizen will advise the employee of the right to have a Union representative present at the meeting. If the employee requests that a Union representative attend such a meeting, the meeting may be delayed a reasonable length of time, not to exceed three workdays, to allow the Union representative to attend (whether in person, remotely, or by telephone). However, if information is needed from the employee to ensure the safety of an individual, obtaining that information need not be delayed. During the meeting, the employee, upon request, is entitled to a break of up to 30 minutes for discussion with the union representative in attendance.
- C. An employee is entitled to request attendance of a Union representative at any meeting that constitutes an investigative interview. Any such interview shall be delayed a reasonable length of time, not to exceed three workdays, to allow for the Union representative to attend if the employee so requests. An investigative interview occurs when: (1) management or a supervisor questions an employee to obtain information regarding a situation that may lead to suspension, demotion, or discharge of the employee; and (2) the employee has a reasonable belief that disciplinary action may result. If information is needed from an employee to ensure the safety of an individual, obtaining that information need not be delayed.
- D. If an employee is discharged or suspended, the employee may not remain on the job and must leave the premises of Public Citizen.
- E. In extraordinary circumstances, such as if an employee has ceased performing job duties, defrauded Public Citizen, embezzled funds, or been physically violent in the workplace, the employee may be terminated immediately without notice or additional pay.
- F. All disciplinary notices, except oral warnings, shall be given to an employee in writing. The document will include a space for the employee's signature indicating receipt of the document. The employee's signature only signifies receipt of the document and is not an acknowledgement of guilt or agreement with the contents. If the employee chooses to provide a written response, the response will be included in the employee's personnel file.
- G. All disciplinary records will be maintained in the employee's personnel file. If the employee has no disciplinary problems for a period of fifteen calendar months from the date of a disciplinary action that action will not be considered ground for further discipline or counted as active discipline. However, the prior action may be used to demonstrate that the employee was aware of Public Citizen's policies and possible consequences or to show a pattern of behavior.

- H. All Personnel files shall be maintained in the Human Resources office. Public Citizen shall treat personnel files as confidential and available only to appropriate management staff.
- I. Employees shall have the right to review their personnel file by appointment on their own time and with a member of management or designee present. Public Citizen will schedule the appointment at a mutually agreeable time within three days of an employee request to Human Resources.
- J. Employees may request a copy of their personnel file. Employees may authorize the Union to obtain a copy of their personnel file. Any such authorization must be in writing, signed and dated by the employee.
- K. Employees will receive a copy of any material that may be used as grounds for discipline at the time that the material is placed in the personnel file.
- L. Employees have the right to place a rebuttal to any material, evaluation, or disciplinary action placed in the personnel file by Public Citizen by submitting a written rebuttal within seven calendar days of the date on which the document or material is first brought to the attention of the employee.

## **ARTICLE 16 PROGRESSIVE DISCIPLINE**

The parties agree that the purpose of progressive discipline at Public Citizen is intended to afford all employees the opportunity to learn from mistakes and gain a better understanding of the conduct expected of them at the workplace. Progressive discipline may be instituted only for just cause.

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.

The steps of progressive discipline include oral reprimand, oral reprimand with notation to personnel file, written warning, termination. Intermediate steps, including suspension, may be taken where appropriate. As set forth in Article 15.B, an employee may request that a Union representative attend any meeting with respect to disciplinary actions defined in Article 15A.

## **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 workplace.
- 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 DIVERSITY, EQUITY, AND INCLUSION**

- A. Public Citizen believes that respect and value for diversity is essential to building just societies and vibrant communities, and to maximizing the potential of the workplace. Public Citizen believes that a diverse workplace must intentionally aim to be inclusive and advance equity.
- B. Public Citizen will hold at least two mandatory, staff-wide anti-racism trainings during the term of the contract.
- C. Both employees and members of management may provide suggestions to the JLMC to enhance diversity, equity, and inclusion at Public Citizen. The JLMC may make recommendations for additional workshops, conversations, or trainings on other DEI topics, including but not limited to gender identity, disability justice, and other issues that are relevant to the staff and can strengthen the work of the organization.
- D. Public Citizen will employ an outside consultant to perform a racial justice audit during the term of the contract, to be initiated during the first year. Public Citizen

will share the results and recommendations of the audit with the bargaining unit. Public Citizen will perform an annual review of the audit report and recommendations to measure the progress of the organization.

## **ARTICLE 19 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 workplace 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 workplace and shall be made available to all employees at Public Citizen.

## **ARTICLE 20 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 the director's 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 21 CULTURE OF MUTUAL RESPECT**

Public Citizen, SEIU Local 500, and Public Citizen employees recognize that it is in their interest to encourage mutual respect between and among managers and employees to ensure a collegial workplace. The parties commit to working together to create and maintain an environment that promotes respectful and civil behavior for all employees.

As part of this commitment, neither Public Citizen management nor its employees shall engage in or condone behavior that undermines the dignity or respect of any individual or creates an intimidating, hostile, abusive or offensive environment. Such forbidden behavior may include actions that are verbal, written, and otherwise. Employees who reasonably believe they are subject to behavior that undermines their dignity or respect should raise their concerns with an appropriate supervisor or director, or with Human Resources. In the event the employee's concerns are not addressed within a reasonable period of time, the employee or the union may file a grievance.

The provisions of this Article are elaborated upon in Public Citizen's anti-bullying policy, which is hereby incorporated by reference. That policy addresses some but not all of the unacceptable behavior addressed above. The policy cannot be unilaterally revised by Public Citizen during the term of this agreement.

Public Citizen will hold an annual mandatory training on workplace behavior, including workplace bullying, to be attended by both staff and directors, and led by an outside expert. Public Citizen and the Union will each designate a representative to, by mutual agreement, select an appropriate expert and guidelines for the training each year. All new employees will be given personal training, to be arranged through Human Resources.

## **ARTICLE 22 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 or Public Citizen may attempt to resolve the grievance informally. Neither party shall have the authority to alter the terms of this Agreement.

Step 1: 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 20 working days of the event giving rise to the grievance or, where longer, within 20 days of when the employee reasonably should have known 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 workdays after the

Union submitted the grievance to Public Citizen in writing. The Director of Human Resources shall have ten 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: If the grievance is not resolved at Step 1, the union may, within fifteen workdays of receipt of Public Citizen's Step 1 response, file an appeal with the President of Public Citizen. The President and the Union shall schedule a grievance meeting not later than seven workdays after receipt of the union's appeal in writing. By mutual agreement of the parties, a neutral mediator may be included in the meeting or subsequent meeting for the purpose of facilitating a resolution or offering a non-binding advisory opinion. The President shall have ten days to respond to the Union in writing after the conclusion of the grievance meeting or subsequent meeting with a mediator. If the President fails to respond within the time limits specified, the Union may appeal the grievance to the next Step of the procedure.

Step 3: Binding Arbitration: If the grievance remains unresolved, the Union shall have fifteen workdays 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 arbitrators. The Union will request that FMCS only furnish names of arbitrators who are members of the National Academy of Arbitrators. Within seven workdays 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 30 calendar days of the arbitration hearing. The 30-day 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 23  
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.
- 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 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 24  
HEALTH INSURANCE**

- A. Public Citizen will continue to provide health insurance coverage for the spouse or domestic partner of full-time employees whose spouses or domestic partners were covered by health insurance at Public Citizen's expense as of March 4, 1994, and who have continued to be covered at Public Citizen expense since that time. Public Citizen will continue to provide such coverage until the last day of the month in which the employee stops working at Public Citizen, or until the employee requests that such coverage no longer be provided, as long as the spouse or domestic partner remains the spouse or domestic partner of the employee.
- B. Health insurance coverage is provided for full time employees, all employees hired to work for 32 hours or more per week, and their eligible children. Except as stated in paragraph A, spouses or domestic partners of employees 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 Public Citizen's health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).
- D. Regular part-time employees hired to work between 20 and 31 hours per week are entitled to have a percentage of their health insurance paid, equal to the percentage of their work relative to a 40-hour week. A regular part-time employee must work at least 20 hours per week to be eligible for health insurance coverage.

**ARTICLE 25  
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 earn less than the salary corresponding to grade 4. Employees who earn the salary corresponding to grade 4 or more per year must reimburse Public Citizen for the cost of such disability coverage.
- C. Upon termination, an employee, if permitted by the insurance plan, may convert their disability coverage from group coverage to an individual coverage plan.

**ARTICLE 26  
RETIREMENT PLAN**

- A. All employees may participate in Public Citizen's 401(k) retirement plan, in accordance with the plan requirements.
- B. Beginning on the first day of the month that is 90 days after the start date of a regular employee (as defined in Article 6) who has not been hired to work for a specific period of time of one year or less, the employee may contribute to a 401(k) plan by requesting a salary reduction from each paycheck to be invested in a tax deferred account.
- C. Beginning on the next plan entry date after an employee has worked for Public Citizen for one year, the employee will be entitled to a Public Citizen contribution to the employee's 401(k) plan. The Public Citizen contribution will be 5% of the employee's salary. Public Citizen may also make an additional discretionary contribution. The Public Citizen contribution will be deposited into the employee's account on a quarterly basis beginning after the first quarter that the employee becomes entitled to a Public Citizen contribution. For example, if July 1 is the first plan entry date after an employee reached a year of service, Public Citizen's contribution would first be deposited shortly after the quarter ended on September 30.

**ARTICLE 27  
LEAVE**

- A. ANNUAL LEAVE

Full-time regular employees accrue annual leave at the following rates:

Length of service	Annual Leave Earned
0 to 2 years	3 weeks/year
2 to 8 years	4 weeks/year
More than 8 years	5 weeks/year

The dates for use are to be negotiated with the director or President. Annual leave may be taken as it is accrued. Annual leave is accrued during each pay period and is reported on the employee's earnings statement. On September 30 each year, an employee's accrued annual leave will be reduced as necessary so as not to exceed 480 hours. An employee who leaves employment with Public Citizen will be compensated for accrued annual leave only up to a maximum of 320 hours.

On a one-time basis, employees in the first six months of employment at Public Citizen may borrow up to 16 hours of paid annual leave beyond what they have accrued. The time will be reported on their earnings statement as a deficit.

Accrued annual leave that is compensable will be paid out in full on the pay day following the employee's last full day of work at Public Citizen. An employee may not continue to receive benefits by using annual leave to remain on the payroll after the employee is no longer working at Public Citizen.

## 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; Juneteenth; July 4th; Labor Day; Indigenous Peoples' Day; Thanksgiving; and Christmas. The office also will be closed the day after Thanksgiving. Public Citizen will close its offices and dismiss employees at 3:00pm on the Friday before Labor Day. Public Citizen may also, in its discretion, close its offices and dismiss employees early on other workdays that precede holidays.

Employees are entitled to use accrued annual leave or an available personal day on Christmas Eve.

2. Five 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, 8/1–8/31 = one personal day. Personal days must be taken as full days, not by the hour. A new employee whose first day of work is in September will receive at that time

the five personal days that would not otherwise be available until October 1. That employee will not receive any additional personal days until October 1 of the following year.

3. All employees must report all leave (including but not limited to annual, sick, bereavement, family medical, parental, jury, voting, and administrative) and personal days taken on a timesheet in the form and manner designated by Public Citizen. The timesheet must be approved by the employee's director or an appropriate supervisory representative designated by the employee's director.
4. If a non-exempt employee has used up all their personal days and annual leave and so requests, Public Citizen will provide reasonable accommodation of the employee's religious observances by permitting the employee to take time off for religious holidays and make up the time by working extra hours. If an exempt employee has used up all their personal days and annual leave and so requests, Public Citizen will provide reasonable accommodation of the employee's religious observances by permitting the employee to borrow annually up to 16 hours of paid annual leave, which will appear on the earnings statement as a deficit until the amount has accrued.

#### C. SICK LEAVE

1. All full-time regular employees are entitled to twelve days of paid sick leave per year accrued at the rate of four hours per pay period. Part time regular employees accrue sick leave on a prorated basis. Employees may also use personal days or annual leave if they are sick.
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.
3. Up to twelve days of an employee's sick leave may be used per calendar year for the care of family members. Family member is defined as (1) spouse or domestic partner; (2) children, including adopted children and children's spouses; (3) parents; (4) siblings and their spouses; (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, regardless of setting. 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, the employee 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 the employee's supervisor.
5. An employee who is on sick leave 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 of the employee's normal work week that are 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 workdays or based on a demonstrated pattern of suspected misuse of sick leave. Such medical certification is evidence that an employee is entitled to sick leave.
9. An employee may request from their director permission to borrow up to 30 workdays of sick leave for a serious illness. Part-time regular employees may borrow proportionate amounts. Medical certification of the serious illness may be required. If a director refuses the request for advance sick leave, the Human Resources staff will review the denial and may do so with a physician. An employee who leaves Public Citizen without having earned back borrowed sick leave must pay the outstanding balance using any unused accrued annual leave, with monetary reimbursement, or by 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:
  - a. must have used up all available personal days and sick and annual leave.
  - b. must have borrowed the 30 days allowed under Section C9.
  - c. 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 unpaid family and medical leave as provided under the federal Family and Medical Leave Act (FMLA) and the DC Family and Medical Leave Act (DCFMLA). If the benefits provided under those laws are reduced during the term of this contract, Public Citizen will continue to provide the benefits that were available under the FMLA and DCFMLA at the beginning of the contract term. Notwithstanding Article 27.C.3, an employee may use up to 16 weeks of accrued sick leave concurrently with the FMLA leave described in this paragraph to care for a family member with a serious health condition. The period in which leave may be used is calculated from the date the employee first uses Family and Medical Leave.
2. The benefit periods provided under the DC Paid Family Leave program run concurrently with the periods set forth in Article 27.D.1. Eligible employees may apply for and receive payments from the DC Department of Employment Services (DOES), Office of Paid Family Leave (OPFL). Benefit payments will be coordinated to prevent duplication of pay.
3. 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.
4. Public Citizen continues to pay health benefits during family and medical leave.
5. 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. (1) When an exempt employee is required by work to be away from home for a full weekend, including at least one night sleeping away from home, the employee shall be entitled to take one day of compensatory time within two weeks or, with the director's approval, in rare circumstances due to deadlines or other work commitments, three weeks. (2) When a director or supervisor requires an exempt employee to work on a weekend or on a holiday observed by Public Citizen for a specific project or event, the employee shall be entitled to take one hour of compensatory time for each hour worked, up to a maximum of one day of compensatory time, to be taken within two weeks or, with the director's approval, in rare circumstances due to deadlines or other work commitments, three weeks.

Compensatory time for exempt employees who are not required to work but do work more than 40 hours per week during a single work week or work during a weekend (other than a full weekend as stated above) may be given at the discretion of the director and taken at a time approved by the director. The director's approval is not to be unreasonably withheld. The employee shall take the compensatory time within two weeks of the approval or, with the director's approval, in rare circumstances due to deadlines or other work commitments, three weeks of the approval.

F. PARENTAL LEAVE

1. Parental Leave under this Agreement is leave taken by a parent for the purpose of caring for a child within the first year of the child's arrival in the family (whether by birth, adoption, or a foster care arrangement). It does not apply to any period of disability in connection with childbirth, which is considered sick leave or, as applicable, family and medical leave under Article 26.D.

2. All employees are entitled to at least 16 weeks of parental leave (consisting of paid and/or unpaid) in connection with the arrival of a new child in the family.

An employee who has been employed at Public Citizen for at least one year on the date the child arrives in the family is entitled to take 12 weeks of paid parental leave.

An employee may replace any unpaid portion of parental leave with accrued annual leave or personal days.

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 and must be negotiated on an individual basis with an employee's 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 the

employee's child. The employee may elect to use annual leave for this purpose.

6. The benefit periods provided under the DC Paid Family Leave program run concurrently with the periods set forth in Article 27.F.1. Eligible employees may apply for and receive payments from the DC Department of Employment Services (DOES), Office of Paid Family Leave (OPFL). Benefit payments will be coordinated to prevent duplication of pay.

## 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 at 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 or "acting" President may close any office due to extreme office conditions. Employees who are not then working at the building that is closed are not entitled to administrative leave.
2. **Bereavement Leave:** All full-time and part-time regular employees are entitled to five days of paid 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) siblings and spouses thereof; (5) parents or siblings of an employee's spouse or domestic partner; (6) grandparents; and (7) 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.



5. Sabbatical: An employee who has worked at Public Citizen for 10 or more years is entitled to take a sabbatical of up to 3 months, using accrued and/or unpaid leave, for any purpose the employee chooses. An employee must give at least 6 months' notice before taking a sabbatical. No employee may invoke this entitlement more than once every ten years.

**ARTICLE 28  
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, including lay-offs in the event that Public Citizen shuts down, will receive a notice, severance payments and continuation of benefits as follows: An employee is entitled to a minimum of two weeks of severance pay with benefits, plus one additional week of severance for each year of service in excess of two years, up to a maximum of four additional 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 annual leave will be paid out to the employee. Annual leave will stop accruing on the last day actually worked.
- B. Employees in grant-contingent positions (as specified in the offer letter) who have worked at Public Citizen for fewer than 3 years 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 a 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 will be considered as follows.
  1. If there is more than one employee in the job title and division targeted for layoff or elimination, the layoff or elimination will be determined on the basis of the least seniority within that job title and division, with the following limitations.
    - a. For purposes of this provision, job titles that are the same except for numerical suffix (career ladder positions) are considered the same job title if they are within two grades above or below the job title targeted for layoff or elimination.
    - b. This provision shall not apply where funding requirements or grant conditions mandate an exception to seniority as the determinative factor, or where Public Citizen demonstrates that a less-senior employee has specialized skills or expertise that are required for the

job and that the more-senior employee cannot develop within a reasonable time.

2. Employees who have been laid off or had their position eliminated shall be recalled on the basis of seniority by job title and division. Recall rights shall continue for a period of twelve months from the date of separation. It is the responsibility of the laid-off employee to maintain current contact information with Human Resources. A laid-off employee shall be removed from the recall list after twelve months or if the employee fails to accept an offer of recall.
3. No new employees may be hired for a job title and division that has been the target of layoff or elimination until all persons on the recall list for that job title and division have been offered the position.

#### **ARTICLE 29 SMOKING POLICY**

- A. No smoking is permitted on Public Citizen premises, including in the stairwells and on the roof. In addition, no smoking is permitted in the driveway of Public Citizen's Q Street office. The above prohibitions apply to e-cigarettes, as well as to traditional products.
- B. Public Citizen will pay any reasonable costs for an employee who wishes to attend a tobacco smoking cessation program.
- C. Public Citizen will not hire or fire based on a smoking addiction.

#### **ARTICLE 30 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 member of the employee's family may accept compensation, gifts, or other benefits that go beyond common courtesies usually associated with accepted business practice, from Public Citizen 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 31  
POLICY AND PROCUREMENT DECISIONS**

Public Citizen will strive to make internal policy and 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 32  
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 employee's director.

Public Citizen will reimburse annual state Bar dues for one state Bar for any attorney employed at Public Citizen if a JD was listed among the degrees "required" or "preferred" in the job announcement for that employee's position. If the employee is a member of more than one Bar, Public Citizen will reimburse the least costly of the employee's state Bar dues. If an employee's job at Public Citizen does not require maintenance of active Bar status, and if the least costly Bar option for the employee is inactive status, Public Citizen will reimburse only up to amount of the annual Bar dues for inactive membership. Notwithstanding the above, if an employee working as an attorney in Public Citizen Litigation Group is a member of more than one state Bar, Public Citizen will pay DC bar dues, and no other state Bar dues, if the employee is a member of the DC Bar and one or more other state Bars, regardless of whether DC Bar dues are the least costly.

In addition, for attorneys in Public Citizen Litigation Group, 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 the attorney's job at Public Citizen, including all licensure fees required to become licensed in the District of Columbia, but not including 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 for whom Public Citizen has paid the fee to become licensed in the District of Columbia and 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. 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.

C. Flexible Work Environment: Public Citizen and the Union have a shared interest in ensuring that all employees have an appropriate work/life balance, and they recognize that flextime and flexplace arrangements may be beneficial. Public Citizen's offices are open 9 am to 6 pm, Monday through Friday. Employees are welcome, however, to request alternate work hours or an alternate work location.

1. Flextime: Employees generally work an 8-hour day, with a 1-hour lunch break. A request for alternate work hours may be granted at the discretion of the employee's director, and on a one-time, temporary, trial, or permanent basis. Any change in regular work hours or denial of a request for flextime (not including flextime for one-time events) must be reported in writing to the Senior HR Staff by the employee's director. An employee is entitled, upon request, to individualized consideration of a request for flextime, and a written statement of the reason for the denial of such a request. Although the decision to deny a request for flextime may not be grieved, failure to provide individualized consideration or a written explanation for the denial of a request may be grieved.

At the employee's option, an employee who is not otherwise on a flextime schedule (not including flextime as applied to one-time events) may opt to take a 30-minute lunch break and either begin the workday at 9:30 or end the workday at 5:30. The employee must inform the director or supervisor of the new schedule at least two workdays in advance and, unless otherwise approved by the employee's director or supervisor, cannot change the schedule more often than every three months. If an employee who has opted for a 30-minute lunch break nonetheless takes longer lunch breaks, the director or supervisor may require the employee to revert to a 60-minute lunch break and the standard 9 am to 6 pm schedule.

An employee who is already on a flextime schedule who prefers to take a 30-minute lunch break (and arrive or leave 30 minutes early) must request permission from their director or supervisor. Such requests are governed by the general flextime policy, as described above.

2. Flexplace:

a. An employee of one of Public Citizen's DC offices may work either onsite at Public Citizen or remotely in the DMV region, and an employee of Public Citizen's Texas office may work either onsite at Public Citizen's Austin office or remotely in Texas.

After discussion with and input from their groups, however, each director will identify collaboration days when every employee in the DMV or Texas, as applicable, is required to work onsite at Public Citizen; collaboration days will be no more than 3 days per week and may be fewer. In addition, Public Citizen may require an employee to come to Public Citizen from time to time, for meetings or other work reasons, as needed.

Public Citizen may require an employee to work onsite more than the identified collaboration days, including full-time, if the employee's job duties can only be performed in the office or if the employee is unable to satisfactorily perform their job remotely. An employee required to work onsite at Public Citizen under this paragraph may grieve that requirement.

Public Citizen is not responsible for providing technological equipment or services to an employee who chooses to work at an alternate location, rather than onsite at Public Citizen.

b. A request to work remotely outside the DMV or Texas, as applicable, or to work remotely on collaboration days may be granted on a one-time, temporary, trial, or permanent basis. Although the decision to deny a request to work remotely outside the DMV or Texas may not be grieved, failure to provide individualized consideration for the denial of a request may be grieved.

Public Citizen is not responsible for paying travel costs for an employee who works outside of the DMV or Texas, as applicable, when the employee has to travel to DC or Texas, as applicable, for work.

c. An employee who works remotely is expected to work the employee's regularly scheduled work week during Public Citizen work hours (unless otherwise approved by the employee's supervisor), to adhere to required lunch breaks (where applicable), and to accurately report work hours.

An employee who works remotely agrees to be fully available and responsive to coworkers and supervisors while working remotely. The employee should be actively attending to matters and files throughout the business day and should be reachable by email, Public Citizen's audio-video communications technology, or telephone during normal business hours.

- D. 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.
- E. Continuing Education: In recognition of the value of professional development for staff and Public Citizen, an employee may ask the employee's director for permission to participate in professional development opportunities during work hours and/or at Public Citizen expense. The director will consider the request in light of, among other things, the employee's current and potential future responsibilities. Professional development opportunities may include, but are not limited to, trainings through any medium, classes, workshops, and conferences.

Public Citizen will establish a committee of labor and management to consider, create, and keep staff apprised of professional development opportunities.

Eighteen months after the committee's creation, the committee will assess its effectiveness and, based on that assessment, may elect by consensus not to continue operating. The committee will have a minimum of three members and no more than five members. Labor and management will each designate at least one representative to serve on the committee.

- F. Cellphone reimbursement: An employee who needs to use a cellphone for Public Citizen work, as determined by the employee's director, is entitled to reimbursement, not to exceed the cost of the employee's monthly cellphone payment, of \$40 monthly toward cellphone fees. In addition, Public Citizen will reimburse employees for additional, necessary, non-routine work-related cellphone expenses, such as charges incurred by employees for work calls while traveling internationally.
- G. Student-loan reimbursement: Public Citizen will provide a program to assist eligible employees with reimbursement of student loans. Public Citizen will pay up to \$50,000 in total to support the program in each fiscal year, pursuant to a formula and eligibility criteria previously developed jointly by Public Citizen and the Union.
- H. Public Citizen will provide reasonable break time and a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public so that an employee may express breast milk each time that such employee has need to do so.

### **ARTICLE 33 SAFETY, HEALTH, AND WELLNESS**

- A. It is the responsibility of Public Citizen to provide safe and sanitary working conditions, including equipment, in all present and future installations, and for Public Citizen 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. It is the responsibility of Public Citizen to ensure that all employees receive adequate training regarding safety procedures, including the safe use of all Public Citizen equipment necessary to do their particular job.
- B. Public Citizen will establish a committee to study wellness at non-profit organizations and to research best practices with respect to advancing wellness and mitigating burn-out at non-profit organizations. The committee will consist of two to three members of the bargaining unit and two members of management, and may meet, as necessary, up to 8 hours per month during work hours, for 6 months. The committee will solicit input from all staff (both employees and management) by whatever means it prefers (e.g., an all-staff meeting, questionnaires). No later than the end of the 6-month period, the committee will

make findings and recommendations to the directors and the JLMC, addressing wellness and burn-out at Public Citizen, including recommendations for steps that may cost money. If during the 6-month period the committee identifies steps that it believes could and should be taken promptly, it may recommend such steps before presenting its full set of findings and recommendations. After making its initial findings and recommendations, the committee will work with management to implement any recommendations adopted and will periodically renew its research and, as it deems appropriate, make additional recommendations.

#### **ARTICLE 34 TRAVEL EXPENSES**

Public Citizen will reimburse employees for all reasonable expenses incurred while on travel for Public Citizen, including the cost of public transportation. Employees should strive to use public transportation to the extent possible. Employees are expected to submit receipts showing actual costs. For domestic travel, the total amount of meal expenses may not exceed \$50 per day without advance approval by the director. For international travel, reimbursement will be based on a budget to be agreed upon in advance with the director. Mileage will be reimbursed at the IRS rate.

#### **ARTICLE 35 CHOICE OF LAW**

This Agreement is made under and shall be governed by the law of the District of Columbia, except where federal law may govern.

#### **ARTICLE 36 FORUM FOR DISPUTES**

Any lawsuit brought by Public Citizen against an employee or by an employee against Public Citizen shall be filed in a federal or state-level court in the District of Columbia, except that any lawsuit brought by or against an employee hired to work for Public Citizen's Texas office shall be filed in federal or state court in either the District of Columbia or Travis County, Texas.

#### **ARTICLE 37 TERM OF AGREEMENT**

Except as otherwise provided, all provisions of this Agreement shall take effect on the date it is signed by both parties and shall remain in effect until September 30, 2024. Not

later than sixty 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.

Signed this 28th day of December, 2021.

Public Citizen



Robert Weissman,  
President

SEIU Local 500



Pierangeli Morrison,  
President