

Collective Bargaining Agreement

Between

Center for Public Integrity

and

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

March 3rd, 2023 – March 2nd, 2026

Center For Public Integrity – Washington-Baltimore News Guild

Ratification 2023 Agreement

March 3, 2023, to March 2, 2026

Signed - September 20, 2023

FOR GUILD

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Preamble

This Agreement is made effective this 3rd day of March 2023, between the Center for Public Integrity, (“CPI” or “Employer”), a not-for-profit corporation and the Washington-Baltimore News Guild, CWA Local 32035 (“Guild”), for itself and on behalf of all employees described in Article I.

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

Article 1 - Coverage

1. This Agreement covers Center for Public Integrity employees within the following Bargaining Unit:

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

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

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2. The parties agree that term-limited employees employed by CPI are included in the Bargaining Unit and are covered by this Agreement during their period of employment subject to the following special conditions and limitations:
 - a. Term-limited positions have a predetermined length of service, generally exceeding six months, defined at time of hire.
 - b. The parties agree that the Employer retains sole discretion with respect to the creation, elimination and filling of term-limited positions, and that Article 10 does not apply to term-limited positions.
 - c. Termination of a term-limited employee with CPI at the conclusion of their employment (or any agreed upon extension thereof) will not be subject to this Agreement’s just cause, discipline, termination, layoff or severance provisions or any other provisions relating to separation from employment, will not be deemed a breach or violation of this Agreement, and will not be subject to grievance and/or arbitration under this Agreement.
 - d. Upon conclusion of employment as a term-limited employee, if that employee is offered and accepts CPI employment in a non-term-limited position covered by this Agreement, the employee will immediately be covered by all provisions of this Agreement.
3. During the term of this Agreement, the Employer will not assign work of the kind normally performed by Bargaining Unit employees (“Bargaining Unit work”) to personnel not covered by this Agreement where such assignment results in a layoff or reduction in hours for any Bargaining Unit employee. Notwithstanding the foregoing:
 - a. Nothing in this article or section is to be construed to curtail the Employer’s current or historic usage of freelancers, temporaries, or interns.
 - b. Managers and other individuals who are excluded from the Bargaining Unit and whose work for CPI includes performance of Bargaining Unit work

may continue to perform such Bargaining Unit work so long as their performance of Bargaining Unit work does not result in a layoff or reduction in hours for any Bargaining Unit employee.

- c. It is acknowledged that performance of additional Bargaining Unit work by non-Unit personnel may occur as a result of or following a layoff or reduction in hours, although it is not the cause of a layoff or reduction in hours.

Article 2 - Guild Shop

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

Article 3 - Dues Deduction

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

ASSIGNMENT and AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

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

This assignment and authorization will remain in effect until revoked by me, but will be irrevocable for a period of one year from the date appearing below or until the termination of the contract between yourself and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization will be continued automatically and will be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between the Employer and the Guild, whichever period will be shorter, unless written notice of its revocation is given by me to the Employer and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable contract between the Employer and the Guild, whichever occurs sooner. Such notice of revocation will become effective for the calendar month following the calendar month in which the Employer receives it.

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

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

Employee's signature

Date

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

Article 4 - Management Rights

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

Article 5 - Attendance At CPI Board Meetings

1. Up to two Bargaining Unit employees (designated as representatives of the Bargaining Unit) will be invited to attend each regular meeting of the CPI Board as non-voting participants, provided that both employee representatives have executed Confidentiality and Nondisclosure Agreements (Appendices C, D).
2. Employee representatives will not be admitted to executive sessions of the Board, meetings or proceedings of Board Committees, or special Board meetings.
3. At least one employee representative will be given the opportunity to address members of the board at each regular meeting.
4. Prior to each meeting, CPI will provide representatives of the Bargaining Unit a copy of the agenda and slides that are provided to members of the Board.

Article 6 - Hiring

1. Whenever the Employer intends to fill vacancies or to hire additional employees in Bargaining Unit positions, the Employer will notify the Guild of such hiring plans. The parties will meet and discuss appropriate ways to advertise the position to foster diversity in the workforce (as well as the proposed compensation level and job description in the case of a newly established Bargaining Unit position). The Employer has the final determination as to qualifications for a position, the appropriate FLSA classification of the position, and whether to fill or refrain from filling a position.
 - a. The Employer, in consultation with the Guild, will develop a system to evaluate candidates based on skills, experience and values to ensure fairness in hiring and starting compensation no later than six (6) months following the ratification of this agreement. A task force will be designated to assist by providing input and recommendations. Management will make up no more than 50% of the task force.
 - b. The Employer, in consultation with the Guild, will establish a survey that staff members who interview candidates may use to record and share their feedback after each interview and that CPI must review when evaluating candidates. This survey will be completed and approved by the Guild no later than six (6) months following the ratification of this agreement.
 - c. The Employer will provide the Guild with the results of the evaluation within three weeks after the hiring of the employee.
2. The Employer and the Guild are committed to non-discriminatory and diversity-promoting hiring practices and policies while also providing internal opportunities for Bargaining Unit employees. Toward that goal:
 - a. The Employer will continue to hire employees without regard to age, gender, gender identity, gender expression, race, creed, color, caste, national origin or immigration status, marital or parental status, family relationship, sexual or affectional preference, mental or physical disabilities which may be reasonably accommodated, or any other legally protected status. The Employer's hiring standards will remain consistent with those required to perform the job now and in the future.
 - b. The Employer will continue to seek a diverse pool of applicants and will actively recruit women, persons of color and members of other groups historically underrepresented in journalism for all positions covered by this Agreement.
 - c. The Employer will notify all Bargaining Unit employees, by email or similar internal posting/distribution method, of any vacancy in an existing or newly created Bargaining Unit position no later than three working days

- before the earliest date the position is advertised externally, and qualified internal applicants will be given priority in scheduling interviews.
- d. The Employer will keep each posted Bargaining Unit position open for applications until at least thirty 30% of applicants are women and thirty 30% of applicants are people of color, or by mutual agreement of the Employer and the Guild.
 - e. Upon the closing of a position posted pursuant to this Agreement, the Employer will report to the Guild the demographic characteristics of the applicant pool.
 - f. All postings or announcements of Bargaining Unit job openings will include the following sentence: *“This job is covered under the terms of a collective bargaining agreement with the Washington-Baltimore News Guild, CWA Local 32035.”*
 - g. In lieu of requesting a cover letter from applicants, each job posting will provide direct questions or prompts to determine if applicants’ experience and values are a good fit for the open position.
 - h. The Employer will provide all candidates with an overview of the topics they’ll be discussing during interviews so that candidates can better prepare.
3. Contact information for Guild representatives will be provided to candidates selected for panel interviews.
 4. All new employees will serve a three (3) month probationary period, beginning on their first day of work, which may be extended to six (6) months by mutual agreement of the Employer and the Guild prior to the end of the third month. If the Employer decides to extend the probationary period, the Employer will provide the Guild and the employee a written explanation justifying the extension. During the probationary period, the Employer has the unlimited right to discipline or discharge the employee, and such discipline or discharge will not be subject to the grievance or arbitration provisions of this Agreement.
 5. The Employer and the Guild are committed to building a productive working environment and workplace with respect and dignity and free from unlawful discrimination, including harassment, in all phases and all terms and conditions of employment as well as in the administration of this Agreement. In keeping with their respective policies, neither the Employer nor the Guild will engage in or tolerate employment discrimination or sexual or other harassment based on any protected status as set forth in Section 2 above. The Employer has established an anti-discrimination / anti-harassment policy fully compliant with applicable law and will continue to maintain that policy during the term of this Agreement.

Article 7 - Information Sharing

1. The Employer will regularly provide the Guild, at least quarterly, a list containing the following information for each employee to the extent it is available:
 - Name, address and year of birth
 - Self-identified gender and race/ethnicity
 - Date of hiring
 - Job title, job classification, contractual pay rate/compensation level and FLSA classification
2. The Employer will provide the Guild in writing the data specified above for each new employee within three weeks after the hiring of that employee. Any other changes in the above information (including resignations, retirements, deaths) will be flagged, noting effective date, on the next updated list provided.
3. The Employer will also provide the Guild, on request, additional information regarding individual employees (such as date of birth and payroll records) that is relevant and necessary for contract administration, grievance handling and other collective bargaining and representational purposes, including but not limited to seeking compliance with contractual nondiscrimination requirements and fostering diversity, equity and inclusion. At either party's request, the Employer and the Guild will confer in good faith on a case-by-case basis to try to reach a mutually satisfactory agreement regarding appropriate measures to balance employee privacy concerns and collective bargaining needs, which may include a confidentiality/nondisclosure agreement or similar protective stipulation limiting use and dissemination of individually identifiable personal information.
4. The Employer will provide the Guild, upon request, relevant information as to existing hiring and promotional standards and any changes thereto.
5. The Employer will furnish to an employee and to the Guild a copy of any disciplinary action taken against that employee. Any employee has the right to inspect and receive copies of materials in their own personnel file, at reasonable times during normal working hours, upon reasonable request to the Employer. Any employee may also authorize and delegate the Guild to inspect and receive copies of such material in their personnel file.

Article 8 - Personnel Actions

1. CPI will not discharge, suspend, or take any other disciplinary action against a Bargaining Unit employee, who has completed their probationary period, without just cause. Discipline will be administered in accordance with the applicable provisions below governing problems other than performance (Section 2) or performance problems (Section 3). CPI will give the Guild concurrent written notice when it administers discipline (oral or written) to a Bargaining Unit employee. Steps and actions taken under Sections 2 and 3, below, will be documented, and the documentation will be included in the employee's personnel file along with any responses the employee wishes to be included in their file.
2. Problems other than performance:
 - a. Discipline may be administered orally or in writing and will be applied progressively except in the case of gross misconduct, violence or threatened violence, or criminal activity. CPI will initiate discipline within thirty (30) working days of the event(s) or circumstance(s) giving rise to the discipline, except in cases of gross misconduct, violence or threatened violence, or criminal activity. In those cases, CPI will initiate discipline within thirty (30) working days of the event(s) or circumstance(s), or the discovery of the event(s) or circumstance(s), giving rise to the discipline. Bargaining Unit employees have the right to request that a Guild representative be present at an investigatory meeting or interview involving potential disciplinary consequences (including the first step conversation described below).
 - b. If a supervisor identifies a concern, the supervisor will notify the employee and seek a satisfactory resolution (e.g., prompt correction, accountability and a commitment that the concerning behavior or other issue will not recur). If the concern is not resolved, progressive discipline will be applied as follows:
 - i. **First Step:** The supervisor will issue a verbal warning.
 - ii. **Second Step:** If the matter is still not resolved to the satisfaction of the supervisor, or if the supervisor subsequently identifies a recurrence or another related problem, the supervisor will provide a written warning to the employee with a clear indication of the steps or actions the employee must take to correct the issue and the deadline for accomplishing them.
 - iii. **Subsequent Actions:** If the prescribed correction is not accomplished within the greater of four (4) weeks or the timeframe outlined in the written reprimand or if a recurrence of a problem cited in the written warning is identified, the employee may be terminated without any additional procedures.

3. Problems involving performance:

- a. Need for Improvement: Where an employee's work is unsatisfactory or their supervisor identifies any other performance-related deficiency or problem, the employee may be given a written "need for improvement" advisory notifying the employee of such problems and/or may be subject to a Performance Improvement Plan (PIP). "Need for improvement" notices and Performance Improvement Plans are an aid to assisting employees in achieving satisfactory performance and are not disciplinary actions. They will outline where and how the employee failed to meet standards or requirements and specify the time (at least one month and not to exceed three months) within which the employee must achieve satisfactory performance.
 - b. Disciplinary Action: Discipline in response to continued unsatisfactory performance or deficiencies in the employee's work or other performance-related problems or issues will be applied as follows:
 - i. Written warning: If on or after the end of the improvement period referenced in Section 3a, above, an employee's job performance or conduct remains unsatisfactory, or in the event of other performance problems, the employee may be issued a written warning specifying the performance deficiencies or problems and warning that the employee may be subject to further disciplinary action, up to and including termination.
 - ii. Final written warning: If the matter is still not resolved and performance remains unsatisfactory, the employee will be given a final written warning advising that failure to correct deficiencies and sustain satisfactory performance can result in termination.
 - iii. Further discipline: If after both written warnings the employee's job performance or conduct remains unsatisfactory, the employee may be terminated without any additional procedures.
4. With respect to an employee hired for positions advertised as limited in duration, specific Visa category or other restricted basis for employment, termination of employment at the expiration of the relevant term (or due to cessation of the relevant status or basis for employment) is not disciplinary action subject to the requirements of this article.

Article 9 - Seniority

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

Article 10 - Layoff And Severance

1. This Article will not apply to probationary employees or term-limited employees as set forth in Article 1. With respect to employees hired for positions advertised as limited in duration, or other restricted basis for employment, termination of employment at the expiration of the relevant term (or due to the cessation of the relevant status or basis for employment) is not a layoff subject to this article.
2. CPI will notify the Guild and the affected employee(s) at least sixty (60) days in advance of any planned reduction in force or layoff or, if faced with more urgent circumstances, as soon as possible in advance. Where sixty (60) business days' notice to the Guild and affected employees is not possible, CPI will provide the affected employees with pay in lieu of notice. During the period prior to a layoff, CPI and the Guild will meet to discuss the rationale for the reduction in force and possible alternatives. CPI will provide the Guild background information about the need for a reduction in force and the employee(s) under consideration for layoff. Relevant background and context depend on the circumstances and may include, for example, CPI's finances, business and policy decisions as to CPI's direction and focus, changes in funding levels and type of funding, etc.
3. Should CPI deem it appropriate to proceed with a reduction in force, layoffs will be conducted in order of inverse seniority within each affected job classification, provided the remaining more senior employees have the skills, qualifications, experience and/or expertise to perform the remaining duties that CPI requires. A laid off employee, upon request, will be provided a letter making clear that they were laid off for economic or other business reasons and not performance issues.
4. Laid off employees will remain on a recall list for 18 months. Time spent on a recall list will be counted for purposes of computation of seniority but for no other purpose, including the accrual of paid time off. During the 18-month recall period, laid-off employees will be recalled in order of seniority if their former position or one of the same classification becomes open, and will receive first consideration for any other Bargaining Unit job openings for which CPI reasonably determines they are qualified.
5. Employees being laid off will receive the following:
 - a. Two (2) weeks' salary for every one (1) year of employment subject to a maximum of 20 weeks' pay and a minimum of two (2) weeks' pay, and
 - b. three (3) months of COBRA health insurance with CPI paying the employee, partner or spouse, and child/children premium cost at the levels of coverage at the time of layoff.
6. To receive the severance and employer COBRA benefit specified in Section 5, above, an employee must be in good standing and still actively employed by CPI

on the layoff date (with no employment break between notification of the layoff and the layoff date) and may be required to execute and not revoke a general release of claims in a form to be provided by CPI. While separation from employment does not relieve employees of previous agreements entered into as CPI employees, CPI agrees not to require new non-compete agreements or non-disclosure agreements as a condition of receiving severance.

Article 11 - Visas

1. The protections outlined in this Agreement extend to employees who are hired pursuant to an employer-sponsored visa with a limited duration, or whose employment is subject to other visa requirements and/or legal restrictions relating to immigration status and eligibility to work in the United States.
2. CPI will notify the employee and the Guild, no later than 180 days prior to the expiration of a CPI-sponsored visa, of CPI's intention as to whether or not to seek renewal of the sponsored visa. Such notification in itself will not affect the employee's continued employment and performance of their job duties until the expiration date, except as otherwise required by law or this Agreement.
3. CPI's decision regarding sponsorship of an employee or renewal of an employer-sponsored visa is within its sole and unreviewable discretion. If CPI elects not to seek renewal of the relevant visa or sponsorship of an employee, and the employee remains actively employed with CPI until at least 60 days prior to the expiration of their visa, then CPI will provide the employee, upon separation, with the same severance afforded to an employee laid off under Article 10, plus \$3,000.
4. If CPI intends to proceed with sponsorship or renewal, CPI will process the same in an expeditious manner. CPI will solely bear all costs associated with the sponsorship including legal fees, filing fees and fees associated with expedition.
5. To receive the severance payment specified above, the employee must be in good standing and still actively employed by CPI at least 60 days prior to the expiration of the CPI-sponsored visa (with no employment break between notification and the expiration date) and may be required to execute and not revoke a general release of claims in a form to be provided by CPI. While separation from employment does not relieve employees of previous agreements entered into as CPI employees, CPI agrees not to require new non-compete agreements or non-disclosure agreements as a condition of receiving severance.
6. Among other things, the release will acknowledge that the end of the employee's employment with CPI upon expiration of the employee's sponsored visa is not a termination or layoff before the end of a visa term under applicable federal law including DHS and DOL rules. Under no circumstances will an employee be entitled to wages and/or benefits from CPI while illegally present in the United States.
7. Employees may attend to business associated with their or their loved one's immigration process during work hours without loss of pay.

Article 12 - Grievance And Arbitration Procedure

1. A grievance means a dispute or controversy arising out of or involving the interpretation or application of this Agreement, except as explicitly excluded from this article. Any grievance must be filed with the Employer, in writing, by an affected employee (“grievant”) or by the Guild on behalf of the grievant, within 15 business days after the event or circumstance giving rise to the grievance (“occurrence”) or within 15 business days after the grievant becomes aware of the occurrence or should reasonably have become aware of the occurrence. A grievance filed beyond this time deadline is conclusively barred.
2. The procedure for resolution of grievances is as follows:
 - a. Step One: In an effort to resolve the dispute at an early stage, a meeting will be held (on Employer time) between the Guild (by its steward or other representative), the grievant and the Employer’s representative within 15 business days of receipt of the written grievance.
 - b. Step Two: If the dispute is not resolved at Step One, the Guild may advance the grievance to Step Two by written notice to the Employer within 10 business days after the Step One meeting. If the Guild’s notice requests a Step Two meeting, the Employer and the Guild will meet (on Employer time) within 10 business days of the request. If the grievance is not resolved at the Step Two meeting, the Employer will respond in writing to the Guild within 15 business days of the Step Two meeting (or, if no Step Two meeting was requested, within 15 business days after receiving the Guild’s Step Two notice). In the event a written Step Two response from the Employer is not received by the applicable deadline, the grievance will automatically be deemed denied in writing as of that date.
 - c. Notice to Arbitrate: Any timely grievance involving the interpretation, application, administration or alleged violation of this Agreement (but excluding renewal or extension of the Agreement) that is not satisfactorily settled at Step Two may be submitted to final and binding arbitration by a written Notice to Arbitrate served by either party on the other within 20 business days of the Step Two response (or in the event of an automatic denial by lack of timely response, within 20 business days of the deadline for the Employer’s Step Two response).
 - d. Arbitration: Upon receipt of a timely Notice to Arbitrate, the parties will either (a) select an impartial Arbitrator by direct mutual agreement, or, if they cannot reach an agreement, (b) jointly request the American Arbitration Association or the FMCS to provide a panel of arbitrators from which the arbitrator will be selected as follows: absent the parties’ mutual agreement on one of the listed names, the parties will alternate (beginning

with the party who noticed arbitration) striking names from the list until one name remains, and that person will be the Arbitrator for the case. The Arbitrator will have no power to add to, subtract from, alter, amend, or modify any of the terms and provisions of this Agreement. The Arbitrator's decision will be final and binding. The costs of such arbitration will be borne equally by the parties, except that no party will be obligated to pay any part of the cost of a stenographic transcript without express consent.

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

Article 13 - No Strike, No Lockout

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

Article 14 - Salaries

1. Employees will be paid full-time annual salaries of no less than the following for their positions.

Classification	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6
Annual Salary	\$55,000	\$70,000	\$75,000	\$90,000	\$100,000	\$110,000
Reporting	Fellow		Reporter I	Reporter II	Senior Reporter	Assistant Editor
Research/Fact Check	Fellow		Associate	Editor	Senior Editor	Assistant Director
Audience and Partnership	Fellow	Producer / Editor I	Producer / Editor II	Producer / Editor III	Senior Producer / Editor	Assistant Director
Data	Fellow		Data Journalist I	Data Journalist II	Senior Data Journalist	Assistant Editor
News Developer	Fellow		News Developer I	News Developer II	Senior News Developer	Assistant Editor
Design / Visual Journalist	Fellow		Designer/VJI	Design Editor	Senior Design Editor	Assistant Editor
Development (Individual Giving or Philanthropy)	Fellow	Coordinator	Associate	Associate Director	Assistant Director	Director
Operations	Fellow	Coordinator	Associate	Associate Director	Assistant Director	Director

2. Payment of salaries will be made twice per month, or every two weeks.
3. CPI will determine a salary premium for high-level fluency in a language other than English that unit members regularly use on the job. That premium will be determined while developing a point system for new hires according to Article 6, and will include a one-time salary adjustment for current employees. Upon ratification in 2023 of this contract, unit members who regularly use a language other than English as part of their jobs will receive a one-time \$1,000 bonus.
4. New positions which are added to the bargaining unit under the above pay scales will receive the Cost of Living Adjustment that is outlined in Section 8 of this article.
5. There will be no involuntary reduction in an employee's salary, except (a) if such reduction is negotiated with the Guild to avoid layoff, or (b) in the case of a demotion or transfer to another position with a lower salary.

6. The Employer will have the right, at any time, to compensate any bargaining unit employee at a rate higher than the minimums set forth in this article.
7. Upon promotion to a position in a higher pay group, an employee will receive the minimum for the new position or an increase of at least 10%, whichever is higher.
8. Cost of Living Adjustment: Salary adjustments during the term of this Agreement will be as specified in the table below, effective as of the specific dates listed:
 - a. Effective as of March 3, 2023, all covered employees will receive a 4% salary increase.
 - b. Effective as of March 3, 2024, all covered employees will receive a 4.75% salary increase.
 - c. Effective as of March 3, 2025, all covered employees will receive a 5.5% salary increase.
9. CPI will conduct annual performance evaluations of employees, in which supervisors and/or managers will review the employee's performance and will meet with the employee to discuss the review and any plans for development. The evaluation will consist of a manager's evaluation of the employee and an employee self-evaluation. The manager's evaluation will be shared with the employee prior to submission. The employee can choose to share their self-evaluation with their manager prior to submission. The employee's self-evaluation will provide the opportunity for the employee to submit written input on their own performance over the review period, including feedback regarding their supervisor's and/or manager's impact on their performance. The evaluation will take place during the anniversary month of the employee's hiring date following their first year of employment and every June thereafter.
10. The Employer will conduct a one-time review of current employees' pay (with a resulting adjustment if and as needed) in consideration of the newly created point system established in Article 6 at the time of their 2024 performance review, but no later than June 2, 2024. Nothing in this clause will be used to decrease the pay of any employee.
11. To ensure strong and sustained efforts towards diversity, parity and inclusion in both staff and coverage, CPI will provide the Diversity Committee with a programmatic budget of \$3,000 per year starting on January 1, 2024. To enable CPI to anticipate and timely fulfill budgeted Committee expenditures, the Committee (co-)chair(s) will submit quarterly budgets in advance to CPI's Finance and Accounting team, indicating the planned budgeted expenditures for the coming quarter. These funds can be used to pay speakers, fund trainings, and events. In the process of selecting individuals for training, the Committee is obliged to provide equal opportunities to all staff members and conduct participant selection in a transparent manner. In addition, Employees who regularly host and

plan the meetings will receive compensatory time off at maximum four hours a month.

12. Derivative Works and Revenue Sharing

- a. Where the CPI sells the rights to a third-party entity for that third-party entity to develop or produce new content (e.g., films, TV, digital video programs, books/e-books, video games, software programs) based upon a specific piece of editorial content (whether in written, visual, audio, or other form) previously published and owned by CPI that was substantially created by a bargaining unit employee, then the current and former bargaining unit employee(s) who significantly contributed to the creation of that content will share a revenue pool of 50% of the purchase price.
- b. Where CPI directly and physically produces Derivative Work that is purchased by an unrelated third-party distributor for third-party distribution, then the current and former bargaining unit employee(s) who significantly contributed to the creation of that content will share a revenue pool of 50% of the Employer's Producer Fee.

Article 15 - Financial Transparency

1. At least quarterly, the Employer will provide the Guild a breakdown of all donations, grants and other financial support of \$5,000 or more allocated for use by CPI in the prior quarter. This breakdown will note the source (if the source is anonymous, note that), amount and designated use of the funds (if any), as well as the duration and expiration (flagged if within 90 days) of the funds.
2. Upon hire and upon request, any Bargaining Unit member will receive a breakdown of all donations, grants and other financial support of \$5,000 or more allocated to fund their position. This breakdown will note the source (if the source is anonymous, note that), amount and designated use of the funds, as well as the duration and expiration (flagged if within 90 days) of the funds.
3. Where possible, the Employer will provide the Guild at least forty-five (45) days advance notice that it is applying for a grant that would wholly or partially fund a Bargaining Unit position. On a case by case basis, the Employer may limit disclosure of other, nonpublic grant-related information (including internal information regarding CPI funding, finances and development and information provided by or regarding actual or potential grantors and donors) to persons who have executed an acceptable confidentiality/nondisclosure agreement.

Article 16 - Hours And Overtime

1. The default work schedule for employees is 40 hours per week, Monday through Friday, including a paid daily one-hour lunch break.
2. On the dates between Memorial Day and Labor Day employees may adopt a Compressed Work Schedule composed of four (4) consecutive days of relatively equal work hours, followed by three (3) consecutive days off. Employees who adopt a Compressed Work Schedule must work 40 hours per week either Tuesday through Friday or Monday through Thursday except for work weeks which include a holiday. All employees will follow a 32-hour holiday work schedule during those weeks. Employees must submit their preferred schedule for supervisor approval by May 1, with the option to choose either four consecutive weeks of the Compressed Work Schedule or the entire specified period. Employees on the Compressed Work Schedule, requesting paid time off, must indicate 10 hours per day for such requests.
3. CPI in its discretion may allow a given employee to work on a reduced part-time schedule, with an associated proportional reduction in salary and benefits (subject to applicable eligibility requirements).
4. Employees who are subject to FLSA overtime requirements (“non-exempt”) must maintain and submit accurate weekly time records and will be paid in accordance with applicable law for hours worked over and above 40 hours in a week, provided that no employee is allowed to work overtime without advance approval in writing from a supervisor.
5. Employees will not be required to work during their approved vacations. However, in rare instances where they are asked to do so and agree, they will receive compensatory time off in accordance with Section 6 below.
6. Compensatory time off will be granted if an exempt employee works or travels for work-related duties in excess of one day (8 hours) more than the employee’s regular work week. Any compensatory time off earned as provided above must be approved upon request within three months of earning it. Unused compensatory time will be forfeited.
7. Guild meetings and Guild business will not be conducted during work hours, except as provided in Article 19 or as otherwise mutually agreed to by CPI and the Guild in a particular instance.

Article 17 - Transfers And Promotions

1. As of the execution of this Agreement, CPI's headquarters and sole physical office is located in Washington, D.C. CPI will not require current employees to move and/or to work at a CPI office or designated worksite as a condition of retaining employment with CPI unless the employee was already required to work on-site or be located in a particular geographic location as of the date of ratification of this Agreement. CPI will consult with the Guild in the event that a new position requires an employee to permanently reside in a specific geographic location and/or specifies in-person work at CPI's office or other designated work location(s). This is not intended to prohibit any employee's approved, voluntary relocation or preclude CPI from requiring an employee to travel to a location outside the Baltimore-Washington metropolitan area for a project or assignment that is not a permanent move to said location.
2. No employee will be required to accept a promotion or transfer to a position outside of the Bargaining Unit. In the event a Bargaining Unit employee voluntarily accepts a promotion or transfer to a non-Unit position with CPI, the employee will retain for up to six months the right to return to their former Bargaining Unit position if that position has not been filled or eliminated, and such return will take place without penalty or prejudice, at the rate of pay the employee would have received had they not left the former position.
3. When an employee applies for a Bargaining Unit position pursuant to Article 6 and is offered that position, CPI's offer may include a reasonable trial period determined in consultation with the Guild. If, at the end of the trial period either CPI or the employee desires the employee's return to their former position and that position has not been filled, such return will take place without penalty or prejudice, at the rate of pay the employee would have received had they not left the former position. For the duration of the trial period the employee will be compensated at the rate of the new position.
4. Although the final determination whether to hire a given applicant for a given Bargaining Unit or non-Unit position remains in each instance within CPI's sole discretion, CPI will make available to the Guild upon request the criteria used in evaluating applicants (employee-applicants and non-employee applicants alike) and, for positions not subject to Article 6, a copy of the job description for that position.

Article 18 - Holidays

1. Employees will receive the following paid holidays:
 - New Year's Day
 - Martin Luther King Day
 - Presidents' Day
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Indigenous Peoples' Day
 - Veterans' Day
 - Thanksgiving Day and the day after
 - Christmas Eve and Christmas Day
2. Upon advance notice to the Employer, an employee may elect to substitute another holiday of their choice for one of the above holidays. In other cases, a supervisor's assignment is required for work on any of the above holidays, and an employee who is required to work on one of the above holidays will be awarded a compensatory day and one half off.
3. In addition, during the period when CPI annually closes, December 26-December 31, employees not required to work will be paid as usual. An employee who is required to work during this period will be awarded compensatory time on a one to one-and-a-half basis.
4. All authorized hours worked by non-exempt employees on any holiday or during the above annual closing period are to be recorded as usual so that, in the event they work more than 40 hours in a workweek, any overtime hours are compensated at the FLSA required rate.
5. Employees' eligibility for paid holidays begins immediately upon hire. If a holiday occurs during an employee's vacation period, the employee will be paid for that day. Employees on unpaid leaves of absence will not be paid for holidays occurring during their leave period.
6. A holiday that falls on Saturday is observed on the preceding Friday. A holiday that falls on Sunday is observed on the following Monday.

Article 19 - Paid And Unpaid Time Off

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

- a. **Vacation:** Regular full-time and part-time employees accrue vacation leave based on seniority. Regular part-time employees also accrue vacation leave proportional to the hours worked.
 - i. New full-time employees will begin employment with a minimum of fifteen (15) days of annual vacation leave allowance, and earn one (1) additional day of vacation leave per year of service up to a maximum combined annual leave allowance of twenty-five (25) days.
 - ii. New full-time employees will be allowed to take personal leave and/or accrued vacation days during their probationary period.
 - iii. Unused vacation days may be carried over from year to year, with employees allowed a maximum accrual of fifty (50) vacation days.
 - iv. Upon separation from employment with CPI an employee will be entitled to a payout of no more than thirty (30) accrued but unused vacation days, with the payment amount based on the number of unused vacation days the employee has accrued and the employee's pay rate as of their employment termination date.
 - v. An employee on vacation leave continues to accrue vacation leave.
- b. **Sick Leave:** Employees accrue sick leave at the rate of four hours per pay period with a maximum twelve (12) days per year and a maximum accrual of 300 hours of sick leave.
 - i. New employees will be allowed to take sick leave during their probationary period.
 - ii. Employees are not charged sick leave that lasts fewer than two (2) hours.
 - iii. Employees are allowed to use sick leave to care for themselves or for their loved ones.
 - iv. Employees are allowed to anonymously donate sick leave to other employees in increments of one-hour in any case where a recipient has exhausted their available sick leave, vacation leave and personal days.

- v. An employee on sick leave continues to accrue sick leave.
- c. **Personal Leave:** Regular full-time employees accrue personal leave at the rate of four (4) days of personal leave per year.
 - i. Personal leave days do not carry over from year to year.
 - ii. Employees will make every reasonable effort to conduct tasks, errands, and business outside of regular working hours.
 - iii. Employees may use personal leave for tasks, errands, and business that cannot reasonably be conducted outside of regular working hours, and for tasks, errands, and business of loved ones that cannot reasonably be conducted outside of regular working hours.
 - iv. An employee on personal leave continues to accrue personal leave.
- d. **Professional Development:** Subject to supervisor's approval, employees may participate in meetings and conferences for professional development during their regular work day with CPI paying registration fees and without loss of pay.
- e. **Guild Business Leave:**
 - i. Upon advance request, employees designated as Guild representatives will be granted limited time off from work, without loss of pay, to conduct necessary Guild business administering this Agreement. The request for use of Guild business time should be submitted as early as possible, and such requests will be granted by CPI except in the case of a legitimate organizational necessity requiring the employee's attendance. No more than one (1) employee will be entitled to Guild business time off at any one time. The Guild will notify CPI in writing of employees designated as Guild representatives under this provision.
 - ii. For the purposes of contract bargaining between CPI and the Guild, up to four (4) employees designated by the Guild as members of the Guild's negotiating committee may be given negotiating leave from their work, without loss of pay, for a maximum of two (2) hours per week per negotiating committee member, for use at the bargaining table and in caucus during bargaining sessions, for the duration of contract negotiations. Negotiating leave available under this section will be in addition to Guild business available under Section 1, ((e, (ii))) above. The Guild will notify CPI in writing of the members of the negotiating committee before commencement of contract bargaining.
- f. **Office Closure:** The Center for Public Integrity follows federal Office of Personnel Management (OPM) guidelines regarding office closures,

delayed start times and telecommuting. If the office is closed due to severe weather, power outage, internet failure, or other catastrophe, regular full-time employees and regular part-time employees scheduled to work that day will be paid for the day. Employees will be notified by email or telephone at the earliest possible time if the office is to be closed.

- g. **Jury Duty:** An employee who is appointed to jury duty or subpoenaed for court appearance is allowed the time off required to perform these duties, and will continue to be paid for up to two weeks of such service (less any pay the employee receives as a result of jury duty or witness appearance). Days off for jury duty or subpoenaed court appearances will not reduce an employee's unused paid days off.
 - h. **Bereavement Leave:** Employees who experience the death of a loved one are entitled to five (5) days off. Employees may also discuss their needs for additional time off with the Employer, taking into consideration needs such as travel.
 - i. **Maternity And Paternity Leave:** Employees, other than probationary employees and fellows on term-specific fellowships, are allowed sixteen (16) weeks paid time off at 100% of salary in association with the birth or adoption of a child. Such leave will be coordinated with and will run concurrently with any parental leave benefits available under a mandated public paid family leave program (e.g., in order to receive CPI paid maternity/paternity leave an employee covered by the New York or District of Columbia Paid Family Leave program must file a claim with the relevant governmental agency, and if the benefits awarded to the employee from the public program are paid at less than 100% of the employee's salary CPI will make up the difference so that the employee receives in total 100% of salary for the extent of maternity or paternity leave available to the employee under this CBA). This paid time off may be taken at once or in multiple segments, at any point during the year following the birth or adoption of a child. With the agreement of CPI, maternity or paternity paid time off may continue beyond that time through the use of unused paid time off and unpaid time Family Medical Leave Act (FMLA) leave.
- B) Employees may be granted an unpaid leave of absence, at CPI's discretion, for professional development including but not limited to a fellowship, authoring a book or unique training opportunity. Employees with at least five (5) years of employment may request to take up to six (6) months unpaid leave of absence once every five (5) years, while employees with at least 10 years of employment may request to take an unpaid leave of absence of up to one year once every five years. Approval by the Employer is required and will be provided on a case by case basis after weighing the needs of the employee and the Employer.

C) The Family Medical Leave Act and the Americans with Disabilities Act will apply to employees under this Agreement. For the purposes of this section, a domestic partner will be treated the same as a spouse. CPI does not waive any statutory defense to any legal claim made by any employee pursuant to the FMLA or ADA (including that CPI is not covered by one or both statutes).

Article 20 - Reimbursement And Equipment

1. Employees will be compensated for authorized business expenses in accordance with the policies and procedures set forth in Appendix C. An employee who is asked to conduct CPI business using a personal vehicle will be reimbursed at the prevailing IRS mileage rate. Upon hiring, employees will be reimbursed up to \$200 towards setting up their home workspace.
2. Receipts are required for all expenses incurred, regardless of payment method and regardless of whether paid by the employee or charged to and paid directly by CPI. Timely expense reports, accompanied by receipts, are required for expense reimbursement.
3. Cash expenses incurred during CPI business, such as cash tips for hotel housekeeping staff, will be reimbursed up to \$10 daily without a receipt, as per IRS rules.
4. All unit members will receive \$40 a month to help offset the cost of purchasing home office supplies and the cost of home internet service and cell phone data use. Employees who reside within the Washington, D.C. metro area are allowed to take needed supplies from CPI's office for remote use (e.g. notebooks, pens, printer paper, folders, highlighters, paper clips).

Article 21 - Health Benefits

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

1. Medical Insurance: The Employer will provide access to a health insurance plan rated “platinum” on the Washington, DC Affordable Care Act exchange at no premium cost to all full-time and part-time employees working at least 30 hours per week. Such employees may elect to include their partner or spouse and child/children with the Employer paying at least 75% of the premium cost from December 1, 2024.
 - a. Where an employee or their dependent must travel to access medical care that is illegal, restricted or unavailable in the state/jurisdiction where they live, the Employer will cover up to \$5,000 in associated travel costs, lifetime starting from January 1, 2024.
 - b. The Employer will maintain the privacy of employees and dependents who seek such care.
 - c. Individuals classified as fellows who are not eligible for Employer-provided insurance and work for a period equal to or exceeding 12 months will be entitled to receive a single non-recurring healthcare reimbursement amounting to \$5,000 upon their enrollment in a healthcare plan of their choice.
2. Dental insurance: The Employer will provide access to dental insurance to all full-time and part-time employees working at least 30 hours per week. The monthly employee share of the premium will not be greater than the following:
 - a. Employee: \$0
 - b. Employee and partner or spouse: \$20
 - c. Employee and child/children: \$20
 - d. Employee, partner or spouse and child/children: \$40
3. Vision insurance: The Employer will provide access to vision insurance to all full-time and part-time employees working at least 30 hours per week. The monthly employee share of the premium will not be greater than the following:

- a. Employee: \$0
 - b. Employee and partner or spouse: \$10
 - c. Employee and child/children: \$10
 - d. Employee, partner or spouse and child/children: \$20
4. Comparable Insurance: The Employer will provide a reference medical insurance plan(s) for remote and local employees that has the same out-of-pocket and deductible costs. In the event that such plans are unavailable, the Employer will provide evidence of their inability to do so to the Guild prior to the enrollment period.

Article 22 - Disability Insurance

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

1. The Employer will provide the current level of long-term disability insurance for all full-time and part-time employees, as well as short-term disability insurance.
2. Short-term disability: In case of accident or illness (and for these purposes, pregnancy is considered "illness") employees will first use available days off for the current year. Rolled over paid days off will then be used. Thereafter, upon proof of disability from a state-licensed health care practitioner, a weekly benefit will be paid at 60% of covered compensation up to a maximum benefit of \$1,500 per week. The coverage will continue for a duration determined by the STD carrier, which may be up to 13 weeks from the first day of the precipitating accident or illness. Leave under this provision will run concurrent with FMLA leave.
3. Long-term disability: Long-term disability coverage will begin after a waiting period of 90 days. Benefits will normally continue to age 65 so long as the employee meets the definition of disability. The plan will provide coverage for the first two years of disability if an employee is unable to perform the main duties of the employee's job description. Thereafter, the employee must be unable to perform the duties of any occupation for which the employee is reasonably suited by education or experience. The long-term disability coverage will be equal to 60% of the employee's monthly covered compensation up to a maximum benefit of \$10,000 per month. The group long-term disability benefit will be integrated with Social Security benefits for which the employee must apply when eligible to do so. Leave under this provision will run concurrent with FMLA leave.

Article 23 - Life Insurance & Accidental Death & Dismemberment

1. The provisions of the benefit plans described below are fully set forth in the formal Plan Document(s) (including any insurance policy documents). In the event of any difference between the Plan Document(s) and anything stated in this Agreement or in any benefits summary provided to employees, the Plan Document(s) will control, and no provision of this Agreement or of any such benefits summary can amend, supplement or otherwise change the Plan Document(s). PROVIDED, however, that the current level of benefits as of the date of ratification of this Agreement will not be reduced during the term of this Agreement.
2. Employees working at least 30 hours per week may enroll in CPI's accidental death and dismemberment coverage and life insurance benefit programs. Life and accidental death and dismemberment insurance is double an employee's salary up to \$400,000. Internal Revenue Service regulations currently require employees who receive more than \$50,000 in life insurance to pay taxes on this benefit. The amount for an employee's coverage is added to the employee's gross pay each pay period.

Article 24 - Retirement Benefits

1. During the term of this Agreement the Employer will maintain its existing 403(b) Retirement Savings Plan without changing its provisions, including those governing eligibility, vesting, employee contributions and employer contributions. Briefly summarized, eligible employees participate in the Plan through pre-tax payroll deductions, and for each employee who defers at least 1% of salary through such deductions the Employer will contribute 4% of the employee's salary. The Plan's provisions are fully set forth in the formal Plan Document(s) and are summarized in a Summary Plan Description (SPD) provided to employees.
2. The Plan will offer the option of designated Roth accounts beginning effective January 1, 2024.
3. In the event of any difference between anything in the SPD or this article and the Plan Document(s), the Plan Document(s) will control, and no provision of this Agreement or the SPD can amend, supplement or otherwise change the Plan Document(s). Provided, however, that the current level of benefits as of the date of ratification of this Agreement will not be reduced during the term of this Agreement.
4. The company hired by the Employer to administer the Plan will annually hold a meeting to educate employees regarding Plan options and to field questions and feedback from employees.
5. Any changes to Plan Documents due to this article will be made effective for the first Plan Year following ratification of this Agreement.

Article 25 - General Provisions

1. An employee will not be required to cross lawful union picket lines in the course of work.
2. An employee required to work on Election Day during the hours polls are open will receive adequate time, of no more than two hours, off with pay to enable the employee to vote, or greater if state laws require a longer period.
3. CPI will not subject employees to secret electronic tracking, tape recordings, telephone monitoring systems, surreptitious monitoring of employees' electronic files or voice mail, or similar secret surveillance. It is understood that an employee's electronic work communications, including work emails, are open and available to inspection by CPI. CPI will notify the Guild and the employee of any such inspection in a timely manner.

Article 26 - Employee Integrity

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

Article 27 - Legal Defense

1. If a current or former employee is sued or charged under any federal, state or local law, or is subpoenaed as a witness, in connection with the employee's performance of work for CPI within the scope of his or her authorized duties and in compliance with CPI's Code of Ethics and Editorial Standards and Practices (as attached to this Agreement), CPI will defend and provide legal counsel for the employee at CPI's expense. CPI and the involved employee will notify each other immediately upon receiving notice of such litigation or threat of litigation. CPI will have full control over any such litigation and its resolution, and the employee agrees to cooperate fully with CPI in connection with such litigation.
2. Subject to the employee's compliance with the obligations in Section 1, above, CPI will indemnify the employee for the monetary liability, if any, imposed on the employee as a result of any final judgment rendered or settlement reached in such litigation, if and to the extent allowable by law.
3. The CPI obligations set forth in Sections 1 and 2, above, do not apply to content produced or actions taken by the employee outside of the employee's authorized duties or not in compliance with CPI's Code of Ethics and Editorial Standards and Practices (as attached to this Agreement), including any criminal or tortious acts.
4. An employee will not be disciplined or penalized by CPI:
 - a. for complying with CPI's Code of Ethics and Editorial Standards (as attached to this Agreement) or with any CPI confidentiality agreement or requirement; or
 - b. for refusing to disclose to anyone outside CPI, or to relinquish custody of to anyone outside CPI, any knowledge, information, notes, records, documents, films, photographs or tapes or the source thereof, which relate to news, commentary, advertising or the establishment and maintenance of the employee's sources, in connection with the employee's CPI employment.
5. However, employees must comply with CPI's Code of Ethics and Editorial Standards (as attached to this Agreement), including by furnishing such information to CPI (including CPI's legal representatives) as is reasonably necessary for CPI to fact-check and ensure the accuracy of employee work that is intended for publication. Except to the extent required by law, CPI will not surrender and will maintain the confidentiality of an employee's sources, notes, records, documents, films, photographs or tapes relating to the employee's authorized, approved performance of work for CPI. The employer agrees to challenge any subpoena of reporters' records or source materials in court or through other legal avenues. CPI will promptly notify the employee concerned, and the Guild, of any demand on CPI for surrender or disclosure or authentication of the confidential material described above when legally permissible. Likewise,

the employee will promptly notify CPI of any demand for such surrender or disclosure or authentication made upon them when legally permissible.

Article 28 - Succession

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

Article 29 - Duration And Renewal

This agreement will be effective for a three year term beginning March 3rd, 2023 and expiring at midnight on March 2nd, 2026. Upon written notice by either party to the other at least 60 days prior to the expiration date of this Agreement, the Employer and the Guild will promptly initiate negotiations for a new agreement.

Appendix A - Ratification Bonus

CPI will provide all members of the Guild-represented bargaining unit with a one-time \$500 ratification bonus no later than January 31st, 2024. This bonus will be provided to all members of the unit as of the date such a bonus is paid.

Appendix B – Code of Ethics And Editorial Standards And Practices

Updated March 28, 2022

The Center for Public Integrity is committed to journalism that adheres to strict ethical standards and that reports truth and context independent and free from control by funders or other outside interests. We subscribe to the [Code of Ethics of the Society of Professional Journalists](#).

The organization is committed to reporting with and in service to the communities and people affected by the issues we cover and seeks to avoid journalism that is voyeuristic, exploitative or extractive.

In addition to rigorous data-driven reporting and human-centered narrative storytelling, we seek to investigate solutions to the issues we cover and provide important historical context.

In partnerships and collaborations, we are committed to equity in structure and decision-making, especially when working with entities with fewer resources and perceived power.

The standards and practices cited herein, particularly with regard to social media, financial interests and outside employment apply to all Public Integrity employees regardless of their position within the organization.

Editorial Standards and Practices

Following are the editorial "Standards and Practices" by which all Public Integrity investigations are conducted. The following policies apply to all employees, including full-time, part-time, interns and freelance writers. Many of these are basic and assumed, but nonetheless they are stated here explicitly.

- A) All information being developed for projects is considered proprietary and confidential and is not to be used for personal gain or in ways outside the scope of Public Integrity's activities. (For example, information learned about a company cannot be used to make a financial investment.) No employee can use research for a Public Integrity project for outside publication without prior permission from the executive director or a senior editor.
- B) Employees shall avoid breaking the law in obtaining information for investigative projects. Public Integrity will not be held responsible legally or financially for any such infractions.
- C) Undercover operations, which may include clandestine audio or video recording, must be approved in advance by the editor-in-chief. Undercover operations shall be considered only when there is a high degree of public value in the information, and that information is not obtainable through other means. With the exception of these approved operations, no employee shall electronically record another person's private comments without their prior permission, or make false representations to anyone about their identity or the identity of the organization.
- D) We respect an individual's right to privacy. Information about someone's private life has no inherent relevance, except where there is a direct public-interest link to the investigation.
- E) All inquiries from the news media about an investigative project shall be referred to the editor-in-chief, senior editor, or executive staff.
- F) Public Integrity email accounts are to be used primarily for work purposes. Outgoing email from Public Integrity accounts should be written in a professional, courteous tone. Email correspondence is discoverable in a court proceeding, so the same professional tone should be maintained in internal correspondence between or among researchers, writers and editors.
- G) Reporters and editors are expected to produce original works of journalism.
- H) Substantive and deliberate plagiarism is cause for immediate dismissal.
- I) If, after a story is published, a factual error is discovered, a correction will be made. Public Integrity will append a correction to the story.

Social Media Guidelines

As a digital news organization, Public Integrity is committed to taking advantage of the opportunities offered by social networking platforms to distribute our work and build an engaged audience. Staff members are encouraged to experiment with social media, to engage individuals and communities relevant to their beats, and to interact with our audience.

Social Media as a Reporting Tool

Current social networking platforms such as Facebook, Twitter, and LinkedIn offer journalists a variety of avenues to make connections and gather information. When using such networks for reporting and source-building, however, be sure to maintain the same journalistic ethics and standards that you would use through traditional means. Please observe the following guidelines when actively using social media for reporting purposes:

- A) Always identify yourself as a journalist with the Center for Public Integrity and clearly state your intentions when contacting individuals through social media. Strive to ensure that all parties involved are aware of your identity, motives for contacting them, and your connection to Public Integrity. In the event of an undercover operation, rare exceptions may be made to this policy. (See Undercover Operations.)
- B) When possible, information gathered online and via social media should be confirmed offline via credible sources. Always attempt to verify the identity of individuals that you communicate with online.
- C) Any photos, images, or graphics that you find posted on social networks should be traced to their original creator and/or copyright holder. Always receive the proper permissions before using images that you find online.
- D) Social networks offer many different avenues for information gathering, such as following particular individuals or entities on Twitter, reading posts on community message boards, and joining groups pages on Facebook. When possible, always

identify yourself as a journalist and state your intentions for participating in a certain group.

E) Be careful when "friending" sources on networks such as Facebook and LinkedIn. Be mindful that those connections are public, which may not be in the best interest for your relationship with particular sources, especially if you hope to keep them confidential.

Conflicts of Interest/Outside Employment

Employees may not take an outside job, either for pay or as a donation of his or her personal time, with a client or competitor of Public Integrity; nor may they do work on their own if it competes in any way with the services or editorial product of Public Integrity. If an employee plans to take a second job or engage in a business enterprise, Public Integrity requires advance notification and approval.

Center employees may not accept income from or participate in outside activities in conflict with the interests of Public Integrity or its position of nonpartisanship.

Questions about any such activities being considered by an employee should be directed to the CEO. The CEO is directly accountable to the Board of Directors in this regard.

Activities in conflict with Public Integrity conflict of interest/outside employment policy include, but are not limited to, the following:

- a. Working for or donating to a political candidate or officeholder at any jurisdictional level.
- b. Working for and receiving remuneration from any government entity, domestic or foreign.
- c. Contributing money to any endeavor of a private or public nature that is in conflict with the nonpartisan status of Public Integrity.

d. Writing about matters not pertinent to Public Integrity for a publication and being identified as an employee of Public Integrity.

If a case arises in which such involvement is unclear, the CEO must be advised of the matter and consulted with respect to its acceptability.

No Public Integrity full-time or part-time employee shall privately benefit from proprietary, not-yet-released-to-the-public information derived by Center employees for various Center projects. No employee shall accept any fees, royalties, salary, dividends, publishing advances, etc., based upon proprietary, unreleased Center research material, other than a salary as a Center employee. Also, not-yet-released research information learned about a company or individual may not be used to make financial transactions of any kind, including investments in stocks.

It is understood by all Center employees that regarding writing done at and for Public Integrity, Public Integrity owns and possesses the exclusive right in perpetuity throughout the world to use the written reports and Center research material in any medium now known or hereafter devised. All copyrights and other intellectual property resulting from work performed by employees on behalf of Public Integrity belong to Public Integrity, will be held by Public Integrity, and are and will remain Public Integrity's property.

For material researched and written outside Public Integrity, not on Public Integrity time, not utilizing any unpublished or non-public Center-generated information, Center employees can retain any advances or payments personally. However, such cases must be reported to Public Integrity Management.

Public Integrity Management and Board of Directors reserve the right to require detailed reporting about privately-contracted, non-fiction manuscript material by Center employees to ensure that Public Integrity's rights to its information are protected.

Appendix C - Employee Per Diem Expenses

All business expenses corresponding to the work for The Center for Public Integrity needs to be submitted to accounting/finance at cpifinance@bill.com. This includes expenses charged on an employee's company issued credit card as well as staff submitting expenses for reimbursement. Please be sure to include all receipts and any other documentation that supports all expenses. Employees have the option to use the Excel worksheets provided for their credit card expenses or the reimbursement form for business related expenses paid for by the employee. You also have the option of using Expensify to submit your expenses and reimbursement requests.

All company credit card expenses must be submitted no later than the **10th** of the following month that expenses occur. An expense settlement report will be sent to all employees that hold a company credit card by the accounting department. For reimbursements, these expenses must be submitted no later than 90 days from post date of charge to be reimbursed for those expenses.

Please note that all business travel must be approved by your direct supervisor or senior staff member before booking future travels. Due to the type of reporting work needed for CPI and the remote locations for staff outside of the D.C. area, it is understood that cost for lodging, meals and transportation may fluctuate based on location. Because of this, all staff should follow the per diem rates administered by the U.S. General Services Administration (GSA), <https://www.gsa.gov/travel/plan-book/per-diem-rates>. You can select the state that you will be traveling to, and the site will provide rates for current and future months for **lodging and meals only**.

Please keep in mind that any tipping is also included in the maximum daily per diem rate.

We will use this as a guidance when approving all related expenses. Any charges that fall outside of the maximum per diem based on location, may result in charges or non-reimbursement to the employee.

If traveling using your personal vehicle, the mileage reimbursement rate effective January 1, 2023, per the IRS will be 65.5 cents per mile. All employees will be advised of the new rates when they are updated on January 1st of every year or if there is a change mid-year.

Transportation expenses include the Metro, flights, taxi, rideshare (i.e., Uber & Lyft), train, and rental vehicles. Flights and rental cars expenses will be treated on a case-by-case basis. For flights, no additional travel insurance will be covered or reimbursed. For rental vehicles, please rent something economical. For those that do not have extended liability insurance on their personal insurance or company credit (if one has been issued to you), please submit the additional liability insurance purchased at the time of rental for expense reimbursements to CPI.

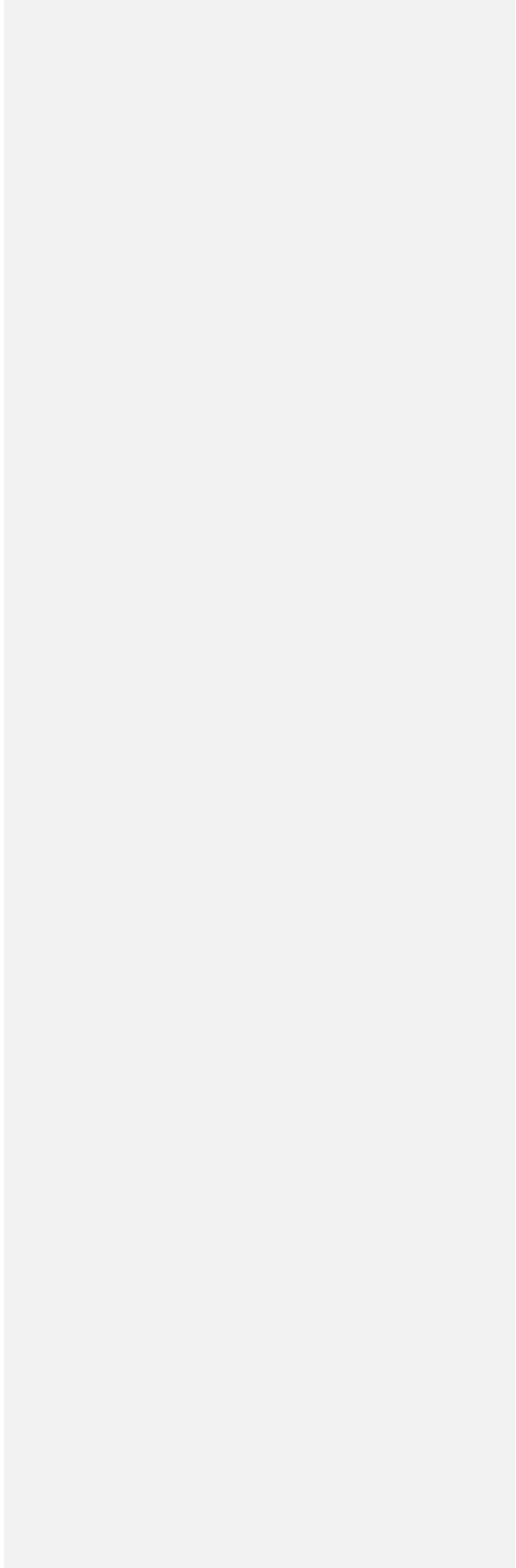
Appendix D - Employee Confidentiality Agreement

I am aware that during the course of my employment I will obtain confidential information regarding the Center for Public Integrity (CPI). Such confidential information may include, but is not limited to, ongoing or planned investigations or stories, programs, finances, members, donors and prospective donors, and personnel, whether past, current, or planned for the future. I understand that any CPI information which is not generally available to the public is considered confidential. I further understand that confidential information is proprietary and critical to the success of CPI and must not be given out or used outside CPI's premises or with non-Center employees. Except as otherwise required by law or as expressly authorized in writing by CPI, both during my employment and after its termination, whether voluntary or involuntary. I agree not to disclose, use or exploit any CPI confidential information for any purpose other than performing my work for CPI.

Employee Name (printed)

Employee Signature

Date



Appendix E - Guild Confidentiality Agreement
CPI BOARD CONFIDENTIALITY AGREEMENT
FOR DESIGNATED BARGAINING UNIT REPRESENTATIVES
ATTENDING CPI BOARD MEETINGS
(Supplementing employee's CPI CONFIDENTIAL INFORMATION
AGREEMENT)

A. As a CPI employee and designated Bargaining Unit representative who may be invited to attend regular meetings of the CPI Board as a non-voting participant, under Article V of the Collective Bargaining Agreement between CPI and the Guild ("CBA"), I hereby acknowledge and agree that the information I obtain in that capacity (including but not limited to discussions and actions at Board meetings) is CPI Confidential Information covered by and subject to the terms of the "CPI Confidential Information Agreement" that I have executed as a condition of my employment with CPI, a copy of which is attached hereto and is incorporated herein as part of this **CPI Board Confidentiality Agreement**.

B. Furthermore, I hereby agree to the following additional terms as a condition of attending meetings of the CPI Board pursuant to Article V of the CBA:

1. All information that I obtain as a result of attending meetings of the CPI Board pursuant to Article V of the CBA is designated as "**CPI Board Confidential Information**."
2. I will not disclose any **CPI Board Confidential Information** to any person who is not a CPI Board Member or a CPI Bargaining Unit employee signatory to the attached CPI Confidential Information Agreement, except upon prior written authorization by the Chair or a Vice-Chair of the CPI Board.
3. Notwithstanding the foregoing, I may disclose **CPI Board Confidential Information** to an official representative of the Washington-Baltimore News Guild, CWA Local 32035 who has individually agreed to be bound by all provisions of this **CPI Board Confidentiality Agreement** (including the incorporated attached CPI Confidential Information Agreement) by signing and delivering it to the CPI Board.
4. Any violation of this **CPI Board Confidentiality Agreement** will result in immediate termination of permission for designated Bargaining Unit representatives to attend any meeting of the CPI Board.
5. The terms of this **CPI Board Confidentiality Agreement** do not apply to information I may obtain from public records or other non-CPI Board sources.
6. In the event of any proceeding in which disclosure of **CPI Board Confidential Information** is sought from me, I will immediately inform the Chair of the CPI Board and CPI, who will be given an opportunity, at their own expense, to seek

from the tribunal and/or the parties to the proceeding the imposition of appropriate restrictions on access to and use of such **CPI Board Confidential Information**. If I am required by law or order of a court of competent jurisdiction to disclose **CPI Board Confidential Information** to any person who is not a CPI Board Member or a CPI Bargaining Unit employee signatory to the attached CPI Confidential Information Agreement or who is not signatory to this **CPI Board Confidentiality Agreement**, I will (a) cooperate fully with the CPI Board and CPI in seeking ways to limit the harm such compelled disclosure may cause to the CPI Board and/or CPI; (b) disclose only that portion of the **CPI Board Confidential Information** which, in the opinion of my legal counsel I am legally required to disclose; and (c) will make every reasonable effort to obtain confidential treatment for the **CPI Board Confidential Information** so disclosed.

- 7. The terms of this **CPI Board Confidentiality Agreement** will remain applicable at all times on and after the date of execution, without regard to any relationship between the signatory and CPI, the CPI employees' Bargaining Unit, or the Washington-Baltimore News Guild, CWA Local 32035.

AGREED:

(Employee Signature) (Date)

Accepted for CPI Board:

(Signature) (Date)

Additional Signatory:

I, _____, am a representative of the Washington-Baltimore News Guild, CWA Local 32035, and as a condition of receiving **CPI Board Confidential Information** I hereby agree in my official and individual capacities to be bound by and comply with all provisions of this **CPI Board Confidentiality Agreement** (including the attached incorporated CPI Confidential Information Agreement).

(Guild Representative's Signature) (Date)