

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
WRITERS GUILD OF AMERICA, EAST, INC., AFL-CIO  
AND  
CENTER FOR AMERICAN PROGRESS  
JULY 24, 2016 – DECEMBER 31, 2018**

**COLLECTIVE BARGAINING AGREEMENT**

The Writers Guild of America, East, Inc. AFL-CIO, hereinafter called WGAE or the Guild, and Center for American Progress, hereinafter called CAP or the Employer, agree as follows:

**I. RECOGNITION CLAUSE**

CAP recognizes WGAE as the exclusive collective bargaining representative within the meaning of Section 9(a) of the National Labor Relations Act (“the Act”) of a unit of full-time and regular part-time reporters, senior reporters, editors (except the Editor-in-Chief, senior editors, contributing editors, the social media editor, and the editor of Climate Progress), deputy editors, associate editors, video producers, editorial assistants, special assistants, and other similar titles, and excluding all other employees, managers, clerical employees, guards, professional employees, and supervisors as defined in the Act.

At the beginning of each month CAP will provide WGAE with any changes to the list of all Unit Employees, including their dates of hire, job titles, compensation, and, to the extent they are available to CAP, addresses, cell phone numbers, and email addresses.

**II. COMPENSATION**

All bargaining unit full-time and regular part-time employees on payroll at the date of ratification shall receive, effective January 1, 2016, the greater of:

- A minimum salary of \$45,000, excepting editorial assistants, who shall receive a minimum salary of \$36,000
- For those earning up to \$60,000, a salary increase of 2.5%
- For those earning more than \$60,000 and up to \$110,000, a salary increase of 2%
- For those hired before January 1, 2014 and earning less than \$50,000 per year, a salary increase of \$5,000 per year to a maximum salary of \$50,000.

Effective January 1, 2017:

- For those earning up to \$60,000: a salary increase of 2.5%
- For those earning more than \$60,000 and up to \$110,000, a salary increase of 2%

Effective January 1, 2018:

- For those earning up to \$60,000: a salary increase of 2.5%
- For those earning more than \$60,000 and up to \$110,000, a salary increase of 2%

In addition to the minimum annual raises and minimum salaries above, bargaining unit employees will continue to be able to negotiate merit raises on an individual basis, in line with ThinkProgress historical precedent predating this agreement, including raises for calendar year 2016 based on work done in 2015.

There will be a six month probationary period for new hires, during which CAP can pay below the minimums listed above. Once an employee has been with the company for six months, that employee will be paid in accordance with the above minimums.

In accord with CAP-wide policy, all bargaining unit employees will receive an end-of-year bonus of \$500, unless they were hired on or after July 1 of the current year, in which case they will receive a bonus of \$250. If there are changes to this company-wide bonus policy in the future, bargaining unit employees may, as a group, elect to opt into the new bonus structure, or to retain the structure described above. Employees with annual salaries of \$100,000 or more are not entitled to an end-of-year bonus.

Employees who are given additional work that requires longer hours, or more responsibilities, may meet with appropriate employer representative(s) to discuss appropriate pay or title change. If the employee wishes, a union representative may be present for the meeting.

In addition to the end-of-year bonus, employees in the unit will receive a Revenue Sharing Bonus. The Revenue Sharing Bonus will be calculated as follows: For each calendar year of this Agreement, (2016, 2017, 2018), ThinkProgress will set aside a pool of money equivalent to 1.5% of ThinkProgress's gross advertising revenue from the preceding calendar year (2015, 2016, 2017). All money in that pool will be distributed to members of the bargaining unit as follows:

- 2/3 of the pool (1% of gross advertising revenue) will be divided in equal dollar amounts among the members of the unit;
- 1/3 of the pool (.5% of gross advertising revenue) will be apportioned to members of the unit as determined by ThinkProgress management on the basis of annual performance reviews. This performance-based bonus will be in addition to any merit salary increases.
- For the purposes of calculating the dollar amount of each employee's contractually guaranteed minimum annual across the board increase, the prior year's revenue sharing bonus will be considered to be part of that employee's salary.

### **III. BENEFITS**

CAP will continue to provide all benefits to employees in the bargaining unit as are provided to employees outside the unit. For health benefits (Medical, Dental, Vision), CAP will continue to pay at least the same percentage of the premiums for the various plans (e.g., 90% of the individual coverage under HMO/Dental Options 1 and 2, and 80% of the other coverage choices

under those options; 80% of the individual coverage under PPO/Dental Options 1 and 2, and 70% of the other coverage choices under those options).

If CAP decides to change plans, it will use best efforts to find a plan that provides a substantially similar benefit design (e.g., deductibles, co-insurance, and coverage). If it cannot it will provide notice to the Guild and the parties will meet to negotiate the change in plans.

CAP will continue to provide the 401(k) with automatic 3% Employer Contribution and 2% Profit Sharing to bargaining unit employees.

#### **IV. PAID TIME OFF & LEAVES OF ABSENCE**

The Employer will continue to offer paid time off (vacation, sick/personal days, and holiday time) and leaves of absence to bargaining unit members under the same terms and conditions in effect as of October 5, 2015.

If CAP makes changes to any of its paid time off or leave policies after the date of ratification of this Agreement, bargaining unit employees may, as a group, elect to opt into the new leave policies, or to retain their status quo.

Additionally, members of the bargaining unit will be given 12 weeks of paid family leave for the birth or adoption of a child. (Any short term disability used by any parent for any purpose during the 12 weeks following the birth or adoption will count toward this 12 weeks of paid family leave.)

#### **V. TERMINATION OF EMPLOYMENT**

Bargaining unit employees will be terminated only for just cause which may include, at CAP's discretion, a Performance Improvement Plan ("PIP") as described in CAP's March 2, 2016 PIP template.

On matters related to work product (i.e., posts that appear on ThinkProgress.org), if the Editor in Chief is not satisfied with the job performance of a Guild member, the member will be given notice and an opportunity to improve, of at least one month, prior to termination.

Employees laid off because of a reduction in force will receive two weeks of severance pay for each year of service with a minimum of one months' pay, and a maximum of two months' pay, provided that the employee has signed a release in a form acceptable to CAP. The employee's health benefits would be extended for the same number of weeks after which the employee can elect COBRA.

## **VI. WORK LOAD/QUALITY OF LIFE**

A committee of union and employer representatives will meet regularly to discuss a variety of issues regarding the workplace including: staffing, technological resources, work hours, remote work, content expectations, employee review process, and other issues of mutual concern.

The purpose of this committee will be to improve the quality of life for ThinkProgress employees and increase productivity and the quality of the work produced.

After completion of the recently commenced building renovations, ThinkProgress staff will be given a quiet space to utilize as needed.

## **VII. EDITORIAL INDEPENDENCE**

All final editorial decisions about ThinkProgress content will continue to be made by the Editor-in-Chief of ThinkProgress and/or his or her designee within ThinkProgress editorial staff.

## **VIII. PROFESSIONAL/MEDIA SUPPORT**

The bargaining unit will receive access, in consultation with the CAP press team, to CAP's PR database software (currently Cision), but will not send email directly to media contacts through that software without prior supervisory approval.

## **IX. UNION SECURITY**

A. The Employer agrees that it will not continue any Employee in its employ under this Agreement unless he/she is a member in good standing of the Union or has made application for membership in the Union within thirty (30) days following the beginning of his/her employment, or the effective date of this Agreement, whichever is later.

B. The failure of any Employee covered hereunder to be or become a member in good standing of the Guild by reason of a refusal to tender the initiation fees or periodic dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues so uniformly required shall obligate the Employer to discharge such person upon written notice to such effect by the Union unless such dues and/or initiation fees are tendered within five (5) days after the mailing of such notice to the Employer and the Employee.

C. Nothing in this Article shall be construed to require the Employer to cease employing any Employee if the Employer has reasonable ground for believing that:

- (1) membership in the Union was not available to such Employee on the same terms and conditions generally applicable to other members; or
- (2) such Employee's membership in good standing in the Union was denied or terminated for reasons other than failure of the Employee to tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in good standing.

D. If the Employer should employ an applicant not a member of the Union, it shall, prior to the beginning of such applicant's work, refer the applicant to the Union for information as to the Union membership requirements.

E. The Employer will provide a copy of the current CAP – WGAE Agreement to all employees hired into bargaining unit positions.

#### **X. DUES CHECK-OFF**

A. The Employer agrees that upon 30 days notice thereafter from the Guild, it will deduct initiation fees and membership dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues as designated by the Guild upon receipt from each Employee who individually and in writing signs a voluntary check-off authorization card in the form and in the manner provided below and provided that all other circumstances comply with all applicable provisions of the federal law.

#### **B. WRITERS GUILD OF AMERICA**

"I, the undersigned, hereby authorize and direct CAP, to checkoff from my wages every week union membership dues and assessments uniformly required as well as initiation fees, if owing, (initiation fees to be prorated over a twelve week period) as promulgated by the Union according to the procedure set forth in the constitution of the WGA and pay same to the Writers Guild of America, East, Inc., 250 Hudson Street, New York, New York 10013.

This authorization and assignment shall be irrevocable for the term of the applicable collective bargaining contract between the Guild and the Employer, or for a period of one year from the date appearing hereon, whichever is sooner, and shall automatically renew itself for successive yearly periods or applicable contract year period unless and until I give written notice to terminate to the Employer and the Guild at least twenty (20) days prior to the expiration date of the present contract or the one-year period from date of signature. If no such notice is given, my authorization shall be irrevocable for successive periods of one year thereafter with the same privilege of revocation at the end of each such period."

WITNESS: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

#### **XI. INDEMNIFICATION**

The Guild shall indemnify and save the Employer harmless from any claims, suits, judgments, attachments and from any other form of liability as a result of making any deduction in accordance with the foregoing authorizations and assignments.

#### **XII. GRIEVANCE AND ARBITRATION**

##### **A. Scope**

Every grievance arising from the application or interpretation of this agreement will be adjusted as set forth in paragraphs B. through E.

B. Step One: Informal Discussion

If a dispute arises regarding the application or interpretation of this Agreement, an employee or group of employees may present the claim to the appropriate manager or supervisor to discuss and attempt to resolve it.

C. Step Two: Grievance

If a dispute is not resolved or submitted for informal discussion, the Union may submit a grievance in writing to the Employer's President or other appropriate Employer designee. After a grievance is filed, an Employer designee and the employee or employees concerned and a Union representative (to be designated by the Union) will meet promptly to discuss the dispute in an effort to resolve it. A decision will be made and issued in writing within five (5) days of the meeting.

D. Step Three: Arbitration

If the grievance is not resolved using the steps in the forgoing paragraphs, the Union may submit it to arbitration. The Employer and the Guild will select the arbitrator, by mutual agreement, from lists submitted to them by the American Arbitration Association, and the arbitration will be conducted in accordance with the then current Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator's decision will be final and binding on the parties. If the grievance is not submitted to arbitration under this paragraph within sixty days after the completion of Step Two, it will be barred. The fees and expenses of any arbitrator will be shared equally by the parties.

E. Arbitrator's Powers

The arbitrator will not have any power to add to, subtract from, or otherwise amend this agreement.

### **XIII. DIVERSITY**

A committee of union and employer representatives will meet regularly to discuss diversity in hiring, promotion, and other workplace diversity issues. This committee will take an active role in identifying qualified candidates for open positions, both from the existing applicant pool and other sources.

### **XIV. MANAGEMENT RIGHTS**

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, layoff, recall to

work, and rehire employees; to set the standards of productivity, the work to be produced, and/or the services to be rendered; to determine the amount and forms of compensation for employees; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to expand, reduce, alter, combine, transfer, assign, or eliminate any job, department, operation, or service; to control and regulate the use of facilities, office equipment, and other property of the Employer; to introduce new or improved research, production, service, distribution, and maintenance methods; to determine the number, location and operation of departments, divisions, and all other work units of the Employer; to issue, amend and revise policies, rules, regulations, procedures and practices; and to take whatever action is necessary or advisable to determine, manage and fulfill the mission of the Employer and to direct the Employer's employees.

The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement. This statement of management rights is not intended to exclude others, which are not mentioned herein.

**XV. TERM OF CONTRACT**

Except as otherwise provided elsewhere herein, this Agreement shall be effective July 24, 2016, and shall continue in effect to December 31, 2018.

SIGNED this 9<sup>th</sup> day of August, 2016, at New York, New York.

CENTER FOR AMERICAN PROGRESS

By   
Neera Tanden, President and CEO

WRITERS GUILD OF AMERICA, EAST, INC., AFL-CIO

By   
Lowell Peterson, Executive Director