

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
WRITERS GUILD OF AMERICA, EAST, INC., AFL-CIO
AND
CENTER FOR AMERICAN PROGRESS
JANUARY 1, 2019-DECEMBER 31, 2021**

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, and the social media editor, 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, 2019, the greater of:

- A minimum salary of \$40,000 for Editorial Assistants, \$48,000 for Reporter Positions , \$62,000 for Senior Positions, and \$52,000 for Reporter Positions with 3 years of experience working at ThinkProgress
- For those earning up to \$62,000, a salary increase of 2.5%
- For those earning more than \$62,000 and up to \$110,000, a salary increase of 2%

Effective January 1, 2020:

- For those earning up to \$62,000: a salary increase of 2.5%
- For those earning more than \$62,000 and up to \$110,000, a salary increase of 2%

Effective January 1, 2021:

- For those earning up to \$62,000: a salary increase of 2.5%
- For those earning more than \$62,000 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 2019 based on work done in 2018.

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, (2019, 2020, 2021), ThinkProgress will set aside a pool of money equivalent to 3% of ThinkProgress's gross advertising revenue from the current calendar year (2019, 2020, 2021). All money in that pool will be distributed to members of the bargaining unit as follows:

- ½ of the pool (1.5% of gross advertising revenue) will be divided in equal dollar amounts among the members of the unit;
- ½ of the pool (1.5% 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.

Temporary vacancies at ThinkProgress may at times require alterations in job descriptions or work plans. In the event of a temporary vacancy, supervisors of affected Unit members will meet with employees to discuss how the vacancy affects each Unit member's job description and/or work plan.

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 Unit members under the same terms and conditions in effect as of December 31, 2018.

CAP affirms that paid sick leave may be used for "safe days" - when the employee or a family member is a victim of domestic violence, sexual assault, or stalking, and needs time off to seek medical care, shelter, counseling, legal advice, a court order, or other services related to the situation. For these purposes, a family member includes any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. Members who need to take sick leave, but have not accrued the needed amount, may borrow up to five days of future sick leave. If, upon separation, the employee is in negative sick leave status, the employee will not be required to repay the value of borrowed sick leave.

Additionally, members of the 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.)

Members of the Unit will be entitled to up to six weeks of paid medical or caregiving leave, provided that the employee submits the paperwork, and meets the standards for taking leaves under the federal FMLA (expanded to also include committed domestic partners), and provided that the employee taking said leave exhausts any available sick leave as part of this leave.

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

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions,

bonuses, or shift differentials.

V. TERMINATION OF EMPLOYMENT

Unit employees will be suspended without pay or terminated only for just cause or at CAP's discretion upon the unsuccessful conclusion of a Performance Improvement Plan ("PIP") as described in CAP's December 6, 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.

- A. Where CAP seeks to lay off any Unit member, CAP shall give that member and the Union at least 45 days' notice of its intentions, provided the circumstances precipitating the layoff allow for shall notice. In the event that notice is less than 45 days, severance pay shall be increased by the difference between the length of given notice and 45 days. During the period before the layoff becomes effective, management shall consult with the Union and the affected employees within the organization, reduction in workforce through attrition, reduced work time, and reduction in pay in accordance with CAP's principles.
- B. Both management and the union affirm that layoffs due to economic difficulties will be considered after all reasonable alternatives have been duly considered.
- C. In the event of a layoff, CAP will provide four weeks of severance pay.
- D. CAP will be responsible for the employee's health/dental coverage for three months or until the employee obtains other health insurance, whichever comes sooner.
- E. It is not the intent of CAP to erode job security of the Unit, If CAP needs to hire an independent contractor or use temporary employees for work traditionally performed within the Unit, and there is a laid off employee qualified, willing and able to perform the work, CAP will first offer that contract or temporary work to the laid-off employee at no less than the prevailing wage.
- F. For 12 months after any layoff, CAP shall notify laid-off employees who have provided contact information to the human resources department of any vacancy in the bargaining unit within one day before or after publicly advertising this vacancy.

Any accrued Paid Time Off (including vacation leave, but not personal days or sick leave) that a laid-off employee has at the time of termination will be paid out.

VI. WORK LOAD/QUALITY OF LIFE

1. 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, weekend work, and other issues of mutual concern.

2. 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.
3. The Union shall be notified if there are any changes in the workload / quality of life policies (including but not limited to start time, weekend shift expectations).
4. The Employer shall endeavor to provide sufficient private workspaces to allow ThinkProgress employees to do their jobs.

VII. EDITORIAL INDEPENDENCE

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

Editorial Policies: Professional Ethics

1. An employee shall not be required to perform, over the employee's protest, any practice that is illegal or unsafe.
2. No bargaining unit member of Think Progress shall be required to disclose a confidential source or to share any documents relating to that source including notes, records, films, photographs, or tapes or the source thereof, which relates to news, commentary, or the establishment and maintenance of the employee's sources to anyone other than editorial staff or an attorney representing Think Progress for a *bona fide* legal purpose.

VIII. MISSION-BASED WORK

All ThinkProgress employees are expected to perform their work consistently with the mission of Center for American Progress Action Fund, which aims to advance nonpartisan policy and advocacy that is dedicated to improving the lives of all Americans. ThinkProgress employees contribute to that mission by providing readers with rigorous reporting and analysis on issues of concern to progressives. The determination of whether a specific employee has complied with this paragraph shall be at the sole discretion of the ThinkProgress Editor in Chief.

IX. PROFESSIONAL/MEDIA SUPPORT

The Employer will explore avenues to assist the ThinkProgress Editor-in-Chief with strengthening press resources for ThinkProgress, including media bookings and other promotional activities. The Employer will provide ThinkProgress with its own log-in to the organization's existing Cision account, which ThinkProgress management can use at its discretion to promote ThinkProgress stories.

Within thirty (30) days of ratification, the Employer and the Union shall establish a quarterly meeting with a representative from the CAP press team, the ThinkProgress Editor in Chief (or

their designee), and a bargaining unit representative to discuss media promotional opportunities and strategy.

X. 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.

XI. 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: _____

XII. 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.

XIII. 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.

XIV. DIVERSITY AND HIRING

- A. CAP will meet with the Union to discuss how to improve hiring practices for positions within the Unit.
- B. All job announcements for positions within the Unit will include a statement identifying that the position is within the Unit, as well as a notice of nondiscrimination.
- C. Only CAP's human resources team, or a designated representative, may extend a binding job offer and starting salary to prospective Unit employees. Such offer will include a letter stating the position title, starting salary, and job description.
- D. CAP will not request that an applicant for a position within the Unit report their salary from previous employment prior to extending an offer of employment which includes a salary offer. If the same online application form is used for Unit and non-Unit positions, CAP will clearly state on the form that former salary information is not requested for applicants to a position within the Unit.
- E. Unit members who apply for other jobs within CAP are protected against retaliation for so doing.
- F. Upon request, CAP will provide any Unit member involved in the hiring process with a list of legal "do's and don'ts" for hiring, and further instruction as requested.
- G. CAP will allow the Union to give a brief overview of the Union and explain the dues process as part of on-boarding.
- H. CAP will make a concerted effort to advertise open positions in the unit widely, in particular in places with high exposure to underrepresented groups, to attract a diverse candidate pool. This will include efforts to recruit from historically black colleges and universities and career fairs focusing on historically marginalized groups, including people of color, people who identify as LGBTQ, people with disabilities, first-generation college graduates, and people from lower-income socioeconomic backgrounds; and maintaining a listserv that delivers updates on open positions in the Unit. Additionally, CAP will give the Union and CAP's Diversity and Inclusion committee the opportunity to review CAP's application and hiring procedures and guidance and make recommendations to CAP addressing obstacles to historically marginalized groups. Such recommendations may include but are not limited to procedures to decrease unconscious and conscious biases when reviewing

applications. CAP will make good faith efforts to consider these recommendations and address these concerns. If CAP deems it necessary to make a hiring decision prior to a position (other than Senior Fellow) being posted for two weeks, CAP will consult with the Union prior to making an offer.

- I. CAP will track the self-identification of race/ethnicity of applicants and hires based on EEOC guidelines, and allow employees to self-identify their gender and sexual orientation. CAP will provide the Union with reports on the diversity of applicant pools and employees within the Unit, aggregated sufficiently to protect individual privacy at the second and fourth quarterly meeting between the Union and management each year. The Union may request additionally disaggregated data which may only be denied if the request does not comply with EEOC guidelines.
- J. CAP will conduct a biennial climate survey, in consultation with the Union and the Diversity Committee, and experts on staff on survey design. Following the survey, CAP will share the results with Union leaders and the heads of CAP's Diversity Committee, provided those individuals agree to keep the results confidential. CAP will also compare these results to previous results. Based on aggregate data on diversity/inclusion and on the climate survey results, CAP will work in good faith with Union leaders and the heads of CAP's Diversity Committee to identify and determine needs if any, for staff-wide trainings on diversity and inclusion, or for roundtables with identified groups. Topics for such trainings or roundtables may include, but are not limited to, anti-oppression, anti-discrimination, and unconscious bias. Upon such determinations, the parties will cooperatively attempt to identify an appropriate trainer and/or curriculum, and to implement the training in a timely manner.
- K. CAP will establish procedures for a Unit employee with a disability, or the Union on such an employee's behalf, to request a disability-related accommodation. Upon receiving such a request, CAP will make best efforts to provide a practical accommodation. Such accommodations include, but are not limited to, alternative means of participating in all-staff meetings, trainings, retreats, and other CAP meetings. All Unit employees will receive a copy of these procedures upon hire. CAP will also define inclusion in the Employee Handbook, as well as establish a strategy for increasing inclusivity in tandem with increasing diversity in conjunction with the Diversity and Inclusion Committee and the Union.
- L. The Union and CAP recognize the value of a diverse workforce, and are committed to an inclusive workplace free of discrimination. CAP and the Union will comply with District of Columbia law regarding both employment nondiscrimination (DC Code 2-1402.11) and "Ban the Box" (DC Code 32-1342).
- M. The Employer shall make good faith efforts to interview diverse candidates for every posted bargaining unit position.

XV. 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.

XVI. CAREER DEVELOPMENT / STAFFING

Unit members (excepting those hired after August 31 of the year in question) will undergo an annual performance review. This review will include an opportunity for employees to discuss professional development, advancement, and/or improvement in the coming year. Prior to the commencement of performance review meetings between employees and their supervisors, HR will provide unit members with a training on the evaluation process along with an opportunity to ask questions, including an all-staff meeting where the performance review process will be discussed. CAP may, in its sole discretion, award a salary increase on the basis of this performance review (as described in Article II), to take effect at the beginning of the next calendar year. Unit members have the right to appeal performance evaluations or merit-based salary increases by meeting with their supervisors to discuss these results and submitting a written appeal to the human resources department. CAP will retain sole discretion in adjudicating such appeals. Should CAP in its sole discretion modify the performance evaluation process CAP will notify the Union of such changes prior to implementation.

CAP will encourage managers to provide comprehensive and detailed performance reviews to employees, and to provide actionable feedback that would help employees to succeed at CAP.

Outside of the annual performance review process, supervisors should inform an employee in a timely manner if some aspect of their performance is unsatisfactory and, if feasible, provide specific guidance regarding how the employee can improve their performance. At CAP's discretion, this process may or may not involve a Performance Improvement Plan, as described in Article V.

- A. All employees in the Unit will be provided access to a job description that specifies the duties of the position as well as its classification. In the event of promotion within the Unit, an employee will receive a new job description explaining their expected duties. At any time, an employee who believes the employee's duties have substantially changed may request an evaluation with respect to the appropriateness of the employee's job title, classification, and/or job description.
- B. If an employee believes their job description is inaccurate or does not adequately reflect their responsibilities, the employee may initiate discussion with their supervisor and HR and, if all parties agree, amend the job description to better reflect their role and job responsibilities. HR will provide a copy of the updated job description to the Union and supervisor.

XVII. HEALTH AND SAFETY / SEXUAL HARASSMENT / WORKPLACE CULTURE

1. CAP shall provide a process for Unit members to report risks to physical health or safety in the workplace. Upon receiving such a report, CAP will make a good faith assessment of the condition in question, determining whether a risk to physical health or safety is present. If CAP believes such a risk is present, it will make best efforts to remedy the situation as soon as is reasonably possible, and will offer affected employees an alternative workspace or the option to telecommute, until the condition has been resolved.
2. The Employer shall continue to enforce its anti-harassment policy and ensure that the policy is available to all employees. The Employer shall notify the Guild about changes.
3. The Work Life Committee shall work with Human Resources to raise awareness of the Employer's harassment policy, including the means by which complaints may be made.
4. Nothing in this contract prevents an employee from seeking legal remedy. Employees shall not be retaliated against for making claims under this Agreement, and CAP will, to the extent possible, protect confidentiality against unnecessary disclosure.
5. The employee may bring a union representative with them to meetings regarding harassment investigations and complaints.
6. All employees shall be informed of the policy on an annual basis.

7. The employee may bring a union representative with them to meetings regarding harassment investigations and complaints. When an employee brings a complaint to the Employer, the Employer shall provide counseling from a third party under CAP's Employee Assistance Program.

XVIII. LEGAL SUPPORT

If an employee is sued or charged under any federal, state, or local law, or is subpoenaed as a witness, and the suit, charge or testimony arises in connection with the employee's performance of work for CAP that is within the scope of her/his authorized duties, and, the employee acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of CAP and, in the case of a criminal proceeding, in addition had no reasonable cause to believe that his or her conduct was unlawful, CAP will defend and provide legal counsel for the employee at CAP's expense. CAP and the involved employee will notify each other immediately upon receiving notice of such litigation or threat of litigation. CAP will have full control over any such litigation and its resolution, and the employee agrees to cooperate fully with CAP in connection with such litigation.

XIX. CELL PHONE USE

The Employer will provide cell phones with hot spot capabilities for ThinkProgress staff use in advance of work assignments that require internet connection. The Employer will reimburse ThinkProgress employees for monthly data overages they accrue as a result of work assignments.

XX. PROFESSIONAL DEVELOPMENT

To further professional development of unit members, CAP shall collaboratively discuss potential internal trainings during Work Life Committee Meetings.

CAP will also consider, on a case-by-case basis, external training and professional development opportunities that could benefit individual Unit members and ThinkProgress (including but not limited to opportunities to represent ThinkProgress at conferences related to diversity in journalism, to receive training in a specific area of reporting, or to attend professional journalism association meetings) In either case, if the Union or Unit member presents CAP with a specific training plan or opportunity, CAP will respond within fourteen (14) days by approving the plan or opportunity, suggesting modification, or giving a specific reason for not approving the plan or opportunity. CAP will consider all such requests in good faith and may in its sole discretion disapprove or modify any proposed professional development opportunity based on an analysis of the cost of the opportunity versus the benefit to CAP and the employee.

Upon the promotion of a Unit member out of the Unit and into a position of management, CAP will provide the new manager with the opportunity for management training.

XXI. SEPARABILITY, SAVINGS AND SUCCESSORSHIP

1. If any provision of this Agreement violates or requires either party to violate any applicable laws, to that extent, such provisions shall be of no effect. All other provisions of this Agreement shall remain in full force and effect.
2. In the event any Article or Section of this Agreement is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties shall enter into immediate collective bargaining negotiations for the limited purpose of arriving at a satisfactory replacement for such Article or Section during the period of invalidity or restraint.
3. This Agreement shall be binding upon the parties hereto, and shall be binding upon any successors or assigns by merger, consolidation, or otherwise, of either party.

XXII. OUTSIDE WORK

Every employee must seek permission from their supervisor for any outside employment (including freelance work for another publication), complete a Potential Conflict Disclosure Form with the Legal Department if instructed by their supervisor, and continue to do so with each new potential employment.

In general, employees may hold a job with another entity as long as they satisfactorily perform their job responsibilities with American Progress, and such work does not actually or potentially conflict with the employee's work for American Progress. All employees will be judged by the same performance standards and will be subject to American Progress's scheduling demands, regardless of any existing outside work arrangements.

XXIII. OVERTIME

Non-exempt employees are prohibited from working in excess of forty (40) hours per week, absent specific approval by that employee's supervisor. CAP shall provide overtime wages to non-exempt employees working in excess of forty(40) hours per week (beginning on Saturday and ending on Friday). Non-exempt employees who work in excess of forty (40) hours per week will be paid overtime wages in accord with federal and District of Columbia law.

For avoidance of doubt, paid leave (vacation, medical, personal, etc.) do not count toward hours worked. However, a non-exempt employee will be paid additional straight time for a week in which the sum of that employee's paid leave and hours worked exceed forty (40) hours.

When a supervisor is able to anticipate that overtime will be required from a particular Unit member for a specific project or during a specific time period, that supervisor shall give their employees reasonable advanced notice. When work in excess of eight (8) hours is required on some day(s), but overtime is not approved, with supervisor permission, employees will be able to allocate their forty (40) hours flexible.

Time and a half Compensation for Certain Exempt Employees

Employees in the Unit who qualify as exempt under the FLSA, who also make less than \$47,476 per year ("1.5x Employees"), will be paid time-and-a-half wages for hours worked in excess of forty 40 hours per week, if and only if those hours are either requested in writing by a supervisor or requested by the 1.5x Employee and approved in writing by a supervisor. 1.5x Employee hours in excess of forty (40) hours per week that are not approved in writing will not be compensated.

For avoidance of doubt, "hours of work" does not include paid leave (vacation, medical, personal, etc). However, a 1.5x Employee will be paid additional straight time for a week in which the sum of that employee's paid leave and hours worked exceed forty (40) hours. CAP will make clear to supervisors that they will not ask 1.5x Employees to work beyond forty (40) hours per week unless the supervisor also approves time-and-a-half compensation, in writing. For example, when a 1.5x Employee receives an email outside of work hours, regarding which a manager or supervisor has explicitly requested a timely response, the time spent reading and responding to the email will qualify as work time. For avoidance of doubt, 1.5x Employees are not compensated for merely being "on call" but will be compensated for time spent working on time-sensitive duties during this window. Furthermore, 1.5x Employees who are asked by a manager to be "on call" after normal work hours for mission critical activities, including but not limited to press or other rapid response function, will receive advanced approval for time-and-a-half compensation for hours they actually work beyond forty 40/week in that capacity.

When a supervisor is able to anticipate that extra hours will be required from a particular Unit member for a specific project or during a specific time period, that supervisor shall give their employees reasonable advanced notice. When work in excess of eight (8) hours is required on some day(s), but time-and-a-half compensation has not been approved, with supervisor permission, employees will be able to allocate their forty (40) hours flexibility. Consistent with CAP's original plan to implement DOL's new regulations, most 1.5x Employees will not be approved to work a large number of overtime hours. Overtime will be approved only in the discretion of the manager for mission critical activities, and consistent with budget limitations, which may vary by team.

However, 1.5x Employees who, of their own accord, wish to participate in non-mission critical activities including, for example: checking and responding to email in the evening, taking on a self-initiated research or writing projects outside of one's assigned responsibilities for professional development purposes, or attending a conference or pursuing a professional development opportunity that would require time in excess of forty (40) hours in a week, may do so without prior approval, but also without additional compensation.

If a dispute arises regarding the application or interpretation of this Agreement, Union members are entitled to Union representation during related meetings with supervisors or CAP's Human Resources department

XXIV. TERM OF CONTRACT

Except as otherwise provided elsewhere herein, this Agreement shall be effective January 1, 2019 and shall continue in effect to December 31, 2021


SIGNED this 18 day of January, 2019.

CENTER FOR AMERICAN PROGRESS

By 
Neera Tanden, President and CEO

SIGNED this _____ day of _____, 201__.

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

By 
Lowell Peterson, Executive Director