

**Collective Bargaining Agreement
between
The American Prospect
and
Washington-Baltimore News Guild**



November 1, 2023– October 31, 2026

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ARTICLE 1 RECOGNITION

1. This agreement covers all full-time, temporary and regular part-time employees employed by The American Prospect (TAP) in Washington, DC and those working remotely including: Associate Editor, Art Director, Deputy Editor, Development and Communications Manager, Managing Editor, Publishing Assistant, Senior Writing Fellow, and Writing Fellow.
2. Excluded from the unit are all managerial employees, supervisors, and guards as defined by the Act.

ARTICLE 2 FAIR SHARE

1. It shall be a condition of employment that all employees covered by this Agreement who are members of the Guild in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall become and remain members in good standing in the Guild. The foregoing provisions shall be effective in accordance and consistent with applicable provisions of federal, District of Columbia and state laws. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or before the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Guild.
2. The Guild agrees that it will admit to and retain in membership any such employee subject to the provisions of the Constitution of The News Guild-CWA and the by-laws of the Washington Baltimore- News Guild.
3. There shall be no interference or attempt to interfere with the operation of the Guild in the performance of its duties as the bargaining agent for the employees covered by this Agreement.
4. Subject to work needs and availability of space, Guild meetings may be held and attended during working hours on the Employer's premises, provided such meetings are reasonable in frequency and duration. The Guild will give the Employer reasonable notice of such meetings, via calendar alerts or other interoffice communication.

ARTICLE 3 DUES DEDUCTION

1. American Prospect shall, in compliance with all applicable law and on the basis of individually-signed voluntary check-off authorization cards, deduct from the twice-monthly paycheck of each employee and pay to the Guild not later than the fifteenth (15th) day of the following month membership dues and initiation fees. Such amount shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished in writing to American Prospect by the Guild. Such schedule may be amended in writing by the Guild at any time. An employee's voluntary written check-off authorization shall remain effective in accordance with the terms of such authorization.
2. Check-Off Authorization Form: The parties agree that the check-off authorization shall be in the following form (delivered with other new employee forms via DocuSign):

ASSIGNMENT AND AUTHORIZATION

TO DEDUCT GUILD MEMBERSHIP DUES

To: American Prospect

I hereby assign to the Washington-Baltimore News Guild, Local 32035 The News Guild-CWA, and authorize American Prospect to deduct twice monthly 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 American Prospect to remit the amount deducted to the Guild not later than the 30th day of each month.

This assignment and authorization shall remain in effect until revoked by me, but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between American Prospect and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between American Prospect and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to American Prospect 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 American Prospect and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which American Prospect 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.

Print Name

Employee's Signature

Date _____

ARTICLE 4 INFORMATION FURNISHED UNION

1. Upon request, TAP will furnish the Union annually the following information in connection with employees represented by the Union:

- a. name
- b. hire date
- c. classification/job title
- d. salary
- e. date of birth
- f. ethnic group when known
- g. gender when known
- h. home address

2. TAP shall notify the Guild monthly in writing or electronically of:

- a. New employees – including all the information required in Section 1.
- b. Changes in job classification for bargaining unit employees, salary changes by reason thereof, and effective date.
- c. Resignations, retirements, deaths, promotion and/or transfers out of the bargaining unit of bargaining unit employees, and respective dates.

Article 5 Hours and Overtime

1. The normal work week is 37.5 hours, Monday through Friday.
2. Employees required to work more than 37.5 hours in a week shall be compensated with compensatory time off (CTO) at the rate of one hour CTO for every hour worked in excess of 37.5 in a week. CTO shall be scheduled by mutual consent. CTO must be used

with twelve (12) months of being earned. Unused CTO shall be forfeited after twelve (12) months unless an employee's request to use the CTO has been denied.

3. With approval of the Publisher or Executive Editor employees may adjust daily hours without penalty to stay with 37.5 hours in a week, including working late one day and leaving early another.
4. TAP shall continue to track hours worked, CTO, and vacation totals.

Article 6 Wages

1. a) Effective November 1, 2023, the annual salary minimums shall be as below:

Writing Fellow - \$ \$46,500
All other positions - \$53,000

b) Employees on staff as of November 1, 2023 shall have their salaries increased by ten percent (10.00%) effective November 1, 2023. Employees on staff each subsequent November 1st of each year covered by this agreement shall receive annual salary increases of five percent (5.00%) each year.

c) If the average rise in the annual Consumer Price Index for All Urban Consumers (CPI-U) for the 12 months ending September 30, 2024, or the 12 months ending September 30, 2025, exceeds five percent (5.00%), then the rate of all salary increases in 1.b) above will be equal to 100% of the rise of the CPI-U.

2. The salary for part-time employees shall be pro-rated.
3. TAP shall continue to recognize the policy of merit increases and shall provide employees with annual evaluations in part for the advancement of professional goals. Evaluations should be provided by the manager with direct knowledge of the employee's work. TAP will provide bimonthly professional development check-ins with employees if requested by the employee.
4. Should TAP create a new job, it shall furnish the Guild with information on job content, and the parties shall negotiate a salary. If agreement on appropriate job content and minimum cannot be reached, the Guild may submit the controversy to final and binding arbitration under Article 16, Grievance and Arbitration.

ARTICLE 7 VACATION

1. Full-time employees are allowed 20 vacation days per work year, to be accrued at the rate of .833 days per pay period, starting from the date of hire. Part-time employees who work at least 18.75 hours per week accrue vacation days on a prorated basis. Annual vacation is posted on January 1 for the calendar year ahead.
2. Employees should request vacation leave as far in advance as is feasible, so that work schedules and coverage can be coordinated. Vacation requests must be approved by supervisors.
3. Vacation days may be borrowed ahead, against future accrual at the discretion of management. If there is a situation in which vacation has been taken but has not yet been accrued at the time an employee leaves TAP, that time will be deducted from the final paycheck.
4. Employees unable to use all accrued vacation may carry over fifteen (15) days per year, as of January 1 each year, and may bank a maximum of 30 days of vacation. All unused accrued vacation shall be cashed out when an employee leaves TAP.

Article 8 Holidays

1. TAP recognizes the following eleven (11) paid holidays per year: Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous People's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Eve through New Year's Day. In addition, TAP is officially closed from December 24 through January 1. At the end of each calendar year, TAP will publish a list of holidays for the next year that includes the dates on which the holidays are observed, and adjust production deadlines to avoid work on those holidays. Employees required to work on a holiday shall receive a day of compensatory time off.
2. In addition, TAP grants two Floating Holidays per calendar year. Floating Holidays may be used by an employee to observe religious holidays or for any other purpose. Floating Holidays may not be carried over to the next calendar year.

Article 9 Sick Leave

1. Full-time employees receive ten (10) sick days per year, accrued at the rate of .417 day per pay period, starting from date of hire. Sick leave may be used for personal illness, caretaking of immediate family, and doctors' visits. Part-time employees working at least 18.75 hours per week accrue sick leave on a prorated basis.
2. Unused sick leave shall be carried over year to year. There is no compensation for unused sick leave at the time an employee leaves The Prospect. Sick time used in excess of time accrued will be deducted from accrued vacation time unless prior authorization is obtained from the employee's supervisor.
3. Employees must notify their immediate supervisor as soon as possible at the start of the workday when using sick leave. Employees should indicate the expected duration of the absence, if known. In any case, if you are unable to work for fifteen (15) work days or longer, you are considered short-term disabled and will be asked to provide a doctor's certification.

Article 10 Other Leaves

1. **FMLA** *The American Prospect* voluntarily complies with the Federal Family and Medical Leave Act of 1993 (FMLA), which requires employers with 50 or more employees to provide leave to certain employees for specific family and medical reasons. In general, leaves of absence granted under this policy are unpaid, and employees are required to use accrued vacation during a leave subject to FMLA
2. **Parental Leave** Paid parental leave will be allowed for up to sixteen (16) full workweeks (or the equivalent for part-time employees). Parental leave must be taken during the first year following birth or adoption. Employees may take parental leave of up to 26 workweeks, i.e. sixteen (16) workweeks paid and ten (10) workweeks unpaid. Employees will be able to return to the same position or to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. Accrued sick and vacation time may also be used to add to the length of paid leave.

Annual leave and sick leave do not accrue, and health insurance costs must be covered in full by the employee, during unpaid parental leave.

3. **Jury Duty** Employees are encouraged to serve as a juror if called. Employees called for jury duty are excused from work with pay while on jury duty. Employees are expected to report to work on any day that they are excused from jury duty or are released early.
4. **Bereavement** Employees may take up to ten (10) days with pay of bereavement leave in the event of the death of a loved one. A loved one may be a close family member or may be someone with whom the employee has a substantially equivalent personal relationship.
5. **Military Leave** Leaves are granted to employees to enter military service for active duty as follows:
 - For annual Reserve or National Guard training, paid leave of absence (normally two weeks).
 - For active military duty, unpaid leave in accordance with applicable federal and state laws.Eligibility for reinstatement after completion of military duty or training will be handled in accordance with federal and state laws.
6. **Professional Leave** Requests for extended leave of absences for professional purposes (i.e. a “sabbatical”) will be considered on a case-by-case basis, and are at the discretion of the Executive Editor. Any and all extended leaves of absences of this nature will be on an unpaid basis.
7. **Guild Leave** In the event an employee is elected or appointed to any office or position in The NewsGuild or Communications Workers of America or a local of The NewsGuild or Communications Workers of America, this shall be considered good and sufficient cause for an unpaid leave of absence and the leave shall be granted. An employee who is elected or appointed to any other labor position or a government position, may be granted an unpaid leave of absence by the Employer. Employees on Guild leave shall not accrue vacation or sick leave and are responsible for their health insurance.

Article 11 Insurance

1. Health Insurance For the term of this Agreement, TAP shall continue to provide health, vision and dental insurance plans substantially similar to the plans in effect as of July 1, 2017.

2. Life Insurance/Long Term Disability TAP shall provide term life insurance coverage for full-time employees, with a benefit of 100% of annual earnings, maximum \$50,000; accidental death and dismemberment (AD&D) coverage, with a benefit of 100% of annual earnings, maximum \$50,000; and Long-term Disability coverage, with a benefit of 60% of monthly earnings, maximum \$6,000, for up to 48 months. LTD benefits reduce after age 63. Life and AD&D benefits reduce after age 65. Benefits terminate at retirement. (Refer to policies for complete details.)

3. Short-Term Disability Insurance TAP shall continue to provide Short-Term Disability insurance. Employees are entitled to 65% of their salary for 11 weeks.

4. Flexible Spending Account All full and part-time employees of TAP are eligible to participate in a Flexible Spending Account (FSA). Election limits are set by the IRS annually. In 2023, deductions allowed for participating employees are as follows: D.C. Metro transit, up to \$300/month, and D.C. Metro parking, up to \$300/month; medical expense, up to \$3,050/year; adoption assistance, up to \$15,950 (this is income dependent); dependent care, up to \$5,000/year (single or married filing jointly) or up to \$2,500/year (married filing separately). The current annual rollover rate is \$610. These amounts may change in 2024. Employees are notified in December to sign up for the next calendar year.

5. 403(b) TAP shall maintain a 403(b) plan that shall include automatic enrollment of employees. Expenses for the plan shall be paid by TAP. Employees may elect to contribute to their own 403(b) plan up to 10 business days before the start of any pay period.

ARTICLE 12 JOB SECURITY

1. The Employer shall have the unlimited right to discharge a new employee who has not concluded a probationary period of three (3) months, beginning from the date that the employee begins work, provided that on or before the two (2) month anniversary date the progress of the new employee will be evaluated and notified in writing if any problem or

problems appear to be developing. The probationary period shall end on the last working day before the three (3) month anniversary of the employee.

2. Employees with more than three (3) months of service shall not be subject to discipline or discharge except for just and sufficient cause. All discipline shall be progressive.
3. Except for cases of gross misconduct, Employees with more than three (3) months of service shall be given two (2) weeks' notice, or two (2) weeks' pay in lieu of notice, of any discharge.
4. The Guild shall be notified in writing, simultaneously with the employee of any discipline or discharge.
5. An employee shall have the right to review their own personnel file, and to file an answer to any material submitted for inclusion in that file, and such answer shall be attached to the referenced material in that file. The Guild shall be provided copies of relevant personnel files upon request for contract enforcement purposes.
6. If no other discipline has been received, notices of discipline shall be removed twelve (12) months after issuance.

ARTICLE 13 LAYOFFS

1. TAP shall notify the Guild in writing at least sixty (60) days prior to any proposed layoff to reduce the force, specifying number of employees. During the first two-weeks of that notice period, TAP will meet with Guild representatives and provide the economic justification for the layoff. TAP and the Guild will discuss possible alternatives to a reduction in force.
2. Layoffs shall be made in the inverse order of seniority in the classification. An employee who could be trained within forty-five (45) days to do the job of a less senior employee shall be moved into that position and the less senior employee laid off. Employees notified of layoff also may fill any vacant bargaining unit position for which they meet the minimum job qualifications or could be trained within forty-five (45) calendar days to carry out the position duties.
3. Employees shall be placed upon a rehiring list for two (2) years. The Employer, before filling a vacancy for which a laid-off employee is qualified, shall notify the laid off-employee(s) by mail and/or email at the employee's last known address. If within ten (10)

working days of the date of said letter an employee to whom such notice has been sent has not answered or has not accepted reemployment for which such employee is eligible, the employee's name shall be removed from the rehiring list and the employee need not be any longer considered for re-employment. In the event of a reply by any or all such employees on the list so notified, the Employer shall fill said vacancy from among those so replying who request such re-employment in the order of their seniority in the classification or classifications within which the vacancy occurs. In the event the vacancy cannot be filled by an employee or employees on the rehiring list, the Employer may fill the vacancy with a new employee or employees. Time spent on a rehiring list shall not constitute breaks in service, but will not be counted as service time in accruing vacation, sick leave, holidays, and other leave time and need not be counted as service time in computing severance pay.

4. Seniority shall be based on an employee's continuous service with American Prospect in a bargaining unit position. Temporary absences due to illness or approved leave will not break seniority. An employee promoted or transferred outside of the Guild's jurisdiction and who remains continuously employed by the Employer and later returns to the Guild bargaining unit shall retain the employee's seniority at time of promotion or transfer.

5. An employee rehired under this article shall be paid the salary they received at the time of layoff, plus any increase they would have received had they not be laid off.

Article 14 Severance

Laid off employees shall receive severance based on length of service. Part-time employees will receive severance pay on a pro-rated basis in accordance with their schedule hours.

Length of Service	Number of Weeks
Less than one year	6
One year to less than two	8
Two years to less than three	10

Three years to less than four	12
Four years to less than 5	14
Five years or more	16

Employees may choose to receive it as a salary continuation benefit (continued payments on scheduled paydays) or in a lump sum.

Accrued but unused vacation will be paid out to the employee.

ARTICLE 15 POSITION CREATION, HIRING, AND VACANCIES

- 1. Hiring.** When filling a vacancy (current or new position) TAP shall give preference to internal applicants, and then to those on the recall list. However, where there is an outside applicant with exceptionally high qualifications, TAP may hire that applicant rather than an internal applicant.
- 2.** When a bargaining unit vacancy (current or new positions) is being filled, TAP will involve a bargaining unit employee in the selection process (interviewing, evaluating candidates' qualifications, and reviewing any materials formally submitted in support of the application). The Union will be notified in writing as soon as possible when a new job position has been posted. The Unit Chair will be notified at least three (3) working days in advance of the interview and provided all application materials and supporting documents. The employee participating in the selection process will be selected by the Union. The employee will make themselves available to participate in the process. All hiring decisions shall be made by TAP.
- 3.** When TAP seeks external candidates for open bargaining unit positions, and for freelance contributors, it shall make good faith efforts to broadcast such postings and expand recruiting efforts to candidates from traditionally under-represented groups, including but not limited to African Americans, women, Latinos, Asians and LGBTQ people. For open bargaining unit positions, presuming there are enough applicants meeting the minimum qualifications, at least half of those interviewed shall be candidates from under-represented groups. TAP shall report annually to the Guild on the demographic breakdown of freelance contributors.

ARTICLE 16 GRIEVANCE AND ARBITRATION PROCEDURE

1. A grievance means a dispute or controversy arising out of or involving the interpretation or application of this Agreement. Grievances shall be filed in writing with the grievant's Supervisor within fifteen (15) working days after the occurrence or within fifteen (15) working days after the grievant or Guild become aware of the occurrence or should have reasonably become aware of the occurrence. Efforts to adjust grievances shall be made on work time within reason.
2. Step One: There shall be a meeting between a Guild steward, the grievant and the supervisor within fifteen (15) working days of the receipt of the written grievance. The employer shall respond in writing within fifteen (15) working days of this meeting. If the employer does not respond, the Guild may move the matter to arbitration.
3. Any matter involving the interpretation, application, administration or alleged violation of this Agreement (except renewal of this Agreement), including a question of whether or not a matter is arbitrable, not satisfactorily settled by step one may be submitted to final and binding arbitration by either party within (15) working days of the Step One response. If the parties cannot agree on the impartial arbitrator, then the Federal Mediation and Conciliation Service (FMCS) will be requested to designate a panel of arbitrators, and the arbitrator shall be selected by the parties alternately striking names from the list until one name remains and that person shall be the arbitrator. All joint costs of such arbitration (for example, any FMCS fees, the fees and expenses of the arbitrator, hearing room costs) shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent. Each party shall bear the expenses it incurs solely on its own behalf (for example, witness expenses, attorneys fees). Failure to file a grievance in a timely fashion in one instance shall not preclude filing on a similar issue which occurs subsequently.
4. The term "grievant" shall be considered to include: any individual Guild member, a group of Guild members or the Guild.
5. The time limits set forth in this Article may be extended upon mutual agreement.

ARTICLE 17 EXPENSES AND TRANSPORTATION

1. Subject to approval by a supervisor and presentation of receipts, TAP shall pay all legitimate work-related expenses, including food, transportation, and lodging incurred by an employee in the service of the TAP. Requests for reimbursement and receipts must be submitted within 60 days from the date of expense.
2. Mileage documented for work related travel using an employee's vehicle shall be reimbursed at the current IRS business use rate.
3. Upon request and with the approval of a supervisor, employees shall be provided with travel advances based on a good-faith estimate of costs.
4. Additional work-related expenses, including tools and supplies, may be reimbursed at up to \$800 per year, with receipts submitted at the discretion of management. Requests for reimbursement and receipts must be submitted within 60 days from the date of expense.

ARTICLE 18 JOINT LABOR MANAGEMENT COMMITTEE

A joint labor-management committee is established. The committee shall have two (2) representatives chosen by TAP and two (2) representatives selected by the Guild. TAP and the Guild may mutually agree to additional representatives to serve on the committee. The committee will meet quarterly or by mutual agreement at a different frequency. The labor-management committee will seek to identify and resolve issues of mutual concern to the TAP and the Guild, including formulating the annual budget, creation of job evaluations, creation of new positions, workload, compensation/selection for freelancers and interns. The committee may take up non-grievance issues that affect the relations of an employee and the TAP.

Article 19 STAFF COMMUNICATION

1. **Financial transparency.** TAP management shall provide information regarding the finances of the organization in the form of Balance sheet and Profit & Loss reports twice annually in conjunction with the required meetings of the TAP Board of Directors. This information will include the status of grants and any other issues that could affect the

staff or editorial coverage. This information shall also be made available upon request within ten (10) business days of the union's request.

2. **Weekly Staff Meetings.** Meetings to review the past week's work and to look ahead at upcoming coverage, assignments, and expectations, shall be held weekly. All employees are expected to attend and invited to participate. In addition, staff may discuss recent print publications, events, and other accomplishments. Written notice will be given in advance if there are changes to the regular agenda. Monthly data tracking. TAP public relations personnel will share statistics on audience engagement, website analytics, and other pertinent and interesting details with the staff via email each month.

ARTICLE 20 PROFESSIONAL DEVELOPMENT

1. An employee may be reimbursed up to \$1000 per year to take classes or attend workshops, training, or conferences for the purposes of career advancement. The employee must be a full-time bargaining unit employee and must have completed one (1) year of service prior to enrollment.
2. Prior approval of a supervisor is required.
3. Changes to the parameters of this benefit are considered at the discretion of management.

ARTICLE 21 NO DISCRIMINATION

It is agreed that the parties to this Agreement will not discriminate against any employee because of age, sex, race, creed, color, sexual orientation, national origin, religious beliefs, disability, gender identity or expression, marital status, genetic information, personal appearance, familial status, family responsibilities, matriculation, political affiliation, source of income, status as a victim of an intrafamily offense, immigration status, or place of residence. It is further agreed that there shall be no discrimination against an employee for their legal Guild activities. Sexual harassment will be considered discrimination under this article.

ARTICLE 22 RESPECT AND DIGNITY

1. The parties acknowledge the following fundamental understandings:
 - a) TAP and the Guild agree to cooperate with one another in efforts to assure efficient operations, to serve the needs of TAP, and to meet the highest standards in such service.
 - b) TAP and the Guild agree that it is their mutual aim to act at all times in such a manner as to treat all employees of TAP with respect and dignity.
 - c) TAP agrees to work closely with the Guild, through the Guild unit officers and the labor-management committee to explore all reasonable means to help employees improve their performance and to enjoy success on the job.
2. It is the intent of the parties, as is reasonably practical, to include employees in discussion of TAP work plans and goals.
3. Each employee's work assignments or directives shall be consistent with the intent of the preceding statements.

ARTICLE 23 MISCELLANEOUS

1. **Board of Directors-** A unit employee nominated by the Guild shall be placed on the TAP Board of Directors as a voting member. The Guild representative may be excluded along with other staff members during executive sessions.
2. **Bulletin Boards** - The Employer agrees to provide bulletin boards for the use of the Guild at the D.C. headquarters, as well as shared drives with pertinent HR information in the TAP Google Workspace, and Slack access for group and individual communication.
3. **Outside Activities** - Employees shall be free to engage in activities outside of normal working hours provided that such outside activity is not a conflict of interest for the employee or the employer.

ARTICLE 24 CONTROLS SAVINGS CLAUSE

If government controls are instituted affecting this contract, the Employer will implement this contract to the fullest extent possible under such regulations, including diversion of any disallowed economic provisions to other allowed benefits.

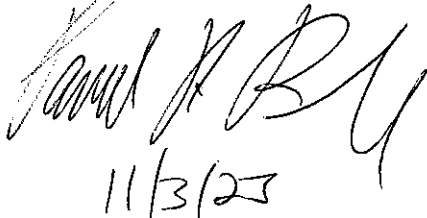
ARTICLE 25 SUCCESSORS AND ASSIGNS

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.

ARTICLE 26 DURATION AND RENEWAL

This Agreement will take effect November 1, 2023 , and remain in effect until October 31, 2026. Within ninety (90) days prior to the expiration date of this Agreement, the Employer or the Guild may initiate negotiations for a new Agreement to take effect November 1, 2026. The terms and conditions of this Agreement shall remain in effect during such negotiations. If negotiations do not result in a new Agreement before November 1, 2026 the new Agreement shall be made retroactive to November 1, 2026.

For Washington-Baltimore News Guild



11/3/23

For The American Prospect



November 14, 2023