

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BLUE STATE AND CWA LOCAL 1101  
AUGUST 12, 2021**

**Agreement**

THIS AGREEMENT is made and entered into effective [RATIFICATION DATE] by and between Blue State Digital, Inc. d/b/a Blue State (hereinafter referred to as the “Company”, or “Employer”) and the Communications Workers of America, AFL-CIO and its Local 1101 (hereinafter referred to as the “Union” or “Local”).

**Article I - Recognition**

In accordance with the election conducted by the neutral arbitrator Roger Maher on October 20, 2020 Blue State recognizes the Communications Workers of America and its Local 1101 as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of work, and other conditions of employment for all employees in the following job titles who are not at the Team Lead/Vice President/Executive Level or above, and any title created in the future doing substantially the same work as those titles covered by this Agreement:

- Ad Operations Associate
- Account Coordinator
- Account Director
- Account Manager
- Accounts Payable Analyst
- Advocacy Strategist
- Analyst
- AP Specialist
- Art Director, Branding
- Associate Analyst
- Associate Creative Director
- Associate Designer
- Associate Developer
- Associate Media Strategist
- Associate QA Engineer
- Associate Software Designer
- Associate UX Designer
- Associate Strategist
- Associate Strategist, Content and Campaigns
- Associate Partnerships
- Billing and Collection Specialists
- Campaign Strategist
- Client Finance Accountant
- Content and Campaign Fellow
- Content Strategist
- CS Associate
- CS Lead
- Data Engineer
- Design Fellow
- Designer
- Digital Analyst
- Digital Campaign Strategist
- Digital Fundraising Associate
- Email Production Associate
- Email Production Fellow
- Front-End Associate
- Front-End Developer
- Manager, Partnerships
- Media Strategist
- Office Manager
- Operations Analyst
- Operations Coordinator
- Producer
- Product Manager
- Project Director
- Project Manager
- QA Analyst
- QA Designer
- QA Engineering
- Recruiter
- Senior Account Director
- Senior Accountant
- Senior Analyst
- Senior Content Strategist
- Senior Developer
- Senior Editor
- Senior Front-End Developer

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- Senior IT Engineer
- Senior Media Strategist
- Senior Operations Analyst
- Senior Producer
- Senior Project Manager
- Senior Strategist
- Senior Strategist, Content and Campaigns
- Senior UX Designer
- Senior Video Editor
- Senior Video Producer
- Software Developer
- Strategist
- Strategist, Content and Campaigns
- Strategy Director
- Talent Acquisition Coordinator
- Talent Acquisition Lead
- UX Designer

Excluded from the bargaining unit: All supervisors, managers, confidential employees and guards, as defined in the National Labor Relations Act, as amended (except as included in the job classifications above).

In recognition of the inclusion of some supervisors and confidential employees in the bargaining unit, the Union agrees that the following terms shall apply:

- Supervisors are expected to manage subordinates and identify any deficiencies in performance, misconduct or violations of policy, and that the failure to do so may result in disciplinary action.
- Supervisors may be required to testify in arbitration proceedings against other bargaining unit members.
- Confidential employees who have access to proprietary and confidential client information such as sales, revenues, compensation data, utilization, billing rates, and contracts are prohibited from disclosing such information to the Union or other employees. Employees in the bargaining unit may share information directly concerning terms and conditions of employment with the Union, and nothing in this agreement shall prohibit an employee from voluntarily sharing their own salary or their own other personal employment related information with the Union.
- The Company may deem it necessary to restrict participation in certain activities or access to information that supervisors and confidential employees heretofore participated in or had access to. The Union further recognizes that such restrictions are not retaliatory, so long as they do not result in a diminution in pay.

**Article II – Union Security**

Effective thirty (30) days following the effective date of this Agreement, each employee employed on or before such effective date and covered by the terms and conditions of this Agreement shall, as a condition of employment, either become a member of the Union, or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

Employees covered by this Agreement employed after the effective date thereof shall, on or after the thirtieth (30<sup>th</sup>) day of their employment, and as a condition of such

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employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic Union dues.

The foregoing shall be subject to any prohibitions or restrictions contained in the applicable state laws.

**Article III – Payroll Deduction of Dues**

Section 1. The Company agrees to make collections of Union dues bi-monthly through payroll deductions from the employee's pay, upon receipt of a written authorization form signed by the employee and delivered by the Union to the Company. This authorization shall continue in effect until canceled by written notice from either the Secretary-Treasurer of the Union or the employee as set forth in the Payroll Deduction Authorization for Union Dues card. The Company also agrees to electronically remit the amount so deducted to the designated representative of the Union on a monthly basis by the final working day of the subsequent month and to furnish the Union a list of employees for whom such deductions have been made and the amount of each deduction.

Section 2. The Company shall bear the full cost of dues deduction as set forth in Section 1, except that the Union agrees to print the dues deduction authorization cards in a form approved by the Company and the Union.

Section 3. The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of the action taken or not taken by the Employer under the provisions of this Article.

**Article IV – Management Rights**

Except as otherwise expressly limited by this Agreement, the Employer shall continue to have the exclusive right to manage the operation in all its phases and details. All inherent management functions and prerogatives that the Employer has not expressly modified or restricted by a specific provision of this Agreement will remain exclusively vested in the Employer. Such rights shall include, except as expressly limited by this Agreement, the right to determine staffing levels in its facilities; the right to plan and schedule work, including but not limited to determining the starting and quitting times and the number of hours and shifts to be worked; the right to direct and control operations and use all equipment and other property of the Employer; the right to maintain the efficiency and productivity standards; the right to subcontract, perform bargaining unit work or assign such work to non-bargaining unit personnel (except as otherwise limited by this Agreement); the right to hire, promote, demote, layoff, recall and transfer employees; the right to discipline or discharge employees; the right to introduce new methods or equipment; the right to establish and maintain work rules,

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policies and regulations covering the operations; the right to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service, including closure of any facility. It is understood that the foregoing list of rights is intended to be illustrative and not exclusive and therefore shall not be deemed to exclude other rights, powers and authority customarily exercised by management. The failure of the Employer to exercise any right or prerogative shall not constitute a waiver thereof, and the particular exercise of any right, discretion or prerogative shall not obligate the Employer to do the same in future situations.

**Article V – No Strikes or Lockouts**

Section 1. During the term of this Agreement and any extension of this Agreement:

- a. The Employer shall not lock out its employees;
- b. No strike shall be caused or sanctioned by the Union, or its members, and neither the Union nor any of its members or representatives, nor any employee, shall call, cause, authorize, instigate, participate in, aid, condone, encourage, ratify, or engage in any stoppage of work, sit-down, stay-in, or other strike, picketing, walk-out, or slowdown, or other interference with the Employers business, or publicize by any means whatsoever that the Employer is unfair (an individual's opinion posted on a social media platform shall not constitute a violation of this provision) or that there is a dispute between the Employer and any labor organization, or prevent or attempt to prevent, the access of any person to the Employers premises for any reason whatsoever, or interfere, or attempt to interfere, with the Employers clients, materials, equipment, or business for any reason whatsoever; and
- c. The Union will not cause or engage in, nor will any employee take part in, any boycott directed against the Employer, its clients or services, or engage in any other economic action detrimental to the Employer.

Section 2. Neither the violation of any provision of this Agreement by either party hereto, nor the commission of any act by either party constituting an unfair labor practice shall excuse the Employer, the Union, any of its members or representatives, or any employee from their obligations under the provisions of Section 1 of this Article.

Section 3. In the event of any violation or violations of any provision of Section 1 of this Article by the Union, its members or representatives, or by any employee:

- a. Any such employee shall be subject to discipline, including discharge; and
- b. The Union shall, upon notice from the Employer, immediately direct such employee to resume normal operations immediately.

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Section 4. In the event of any alleged violation or violations of any provision of Section 1 of this Article, either party hereto shall have the right to pursue any legal or equitable remedies with respect thereto to which it may be entitled in a court of competent jurisdiction.

**Article VI – Discipline and Discharge**

Section 1. An employee shall be subject to discipline for just cause; provided, however, that new hires shall serve a probationary period of ninety (90) calendar days, during which the Employer shall have the right to terminate the employee with or without just cause and such termination shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 2. The Company shall provide a written notice to the designated Union Business Agent of disciplinary actions taken against an employee rising to the level of a written warning or greater within three days of such action.

Section 3. Employees shall have a representative present during all investigatory meetings at which the employee is present and the subject of an investigation that may lead to that employee's discipline, unless the employee objects. The representative may be of the employee's choosing unless having a particular individual's attendance would hinder or significantly delay the investigation.

**Article VII – Grievance Procedure**

A. Purpose.

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Definition

A grievance is an allegation that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

C. Steps of the Grievance Procedure

Section 1. Step One: (a) Within thirty (30) calendar days after the occurrence of the alleged violation or after which the Union should have reasonably known of the violation, the steward shall submit a written grievance to the General Counsel citing the alleged violations including the contract provision that applies.

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(b) The General Counsel or his/her/their designated alternate and the Managing Director or Team Lead shall schedule and attend a grievance meeting to review the matter with the Steward and the designated Business Agent or his/her/their designated alternate within seven (7) calendar days of receiving the written action. The General Counsel or his/her/their designated alternate shall render his/her/their written determination within fourteen (14) days after the meeting.

Section 2. Step Two: (a) In the event the grievance is not resolved through Step One, then within twenty-one (21) calendar days following the receipt of the written determination of the General Counsel or his/her/their designated alternate, the matter may be submitted, in writing, to the Chief Executive Officer.

(b) The Chief Executive Officer or his/her/their designated alternate, shall schedule a grievance meeting to review the matter with the Union's Local Vice President or his/her/their designated alternate, within fourteen (14) calendar days after the receipt of the submission of the written grievance referenced in subparagraph (a) of Step Two. The Chief Executive Officer or his/her/their designated alternate shall render his/her/their decision, in writing, within twenty-one (21) calendar days after the meeting.

Section 3. If the grievance is not settled, the Union may, within sixty (60) calendar days after receipt of the decision at Step Two, submit a written notice of intention to arbitrate to the Company.

**Article VIII – Arbitration**

Section 1: If the grievance is properly appealed to arbitration, representatives of the Company and the Union shall select an arbitrator by rotating through the list of arbitrators set out in Section 2, below.

Section 2: Panel: Marlene Gold  
Jay Nadelbach  
Haydee Rosario  
Susan Panepento

Either party may remove an arbitrator from the above list. The parties will mutually agree upon an arbitrator to fill a vacancy resulting from the removal of an arbitrator from the list or the resignation of an arbitrator from the panel. If the parties cannot agree upon an arbitrator to fill the vacancy, either party shall have the option of using the procedures of the American Arbitration Association to appoint an arbitrator to hear a case when the vacant position would be next up in the rotation.

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Section 3: The decision of the arbitrator shall be final and binding on the Company and the Union without either party waiving its right to a court review. The arbitrator shall have no authority to expand the grievance beyond the written grievance the parties have submitted for arbitration. The arbitrator shall only have the authority to determine whether the Company has violated a specific provision of this Agreement. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or imply things into the provisions of this Agreement, or impose upon any party hereto a limitation or obligation not provided for in this Agreement.

Section 4: The fees and expenses of the arbitrator, including transcripts (if transcripts are agreed upon), shall be shared equally by the Company and the Union.

**Article IX – Union Representation**

Section 1. The Local shall keep the Company informed of the names of individuals employed by the Company who are designated as Union Stewards.

Section 2. The Company shall allow access to their workplace(s) to Union representatives not employed by the Company for the purpose of conferring with management and employees. The Union agrees to give the Company advance notice of its intent to visit the workplace facility and Union representatives will comply with all Company safety policies during such visits.

Section 3. The Company shall provide the Union with a bulletin board in each workplace where bargaining unit employee(s) are required to report to work. The bulletin board shall be in a prominent area of the workplace. Additionally, the Company shall provide the Union a channel on its Slack platform or any other similar platform the Company utilizes in the future.

Section 4. Union Stewards shall be granted time off with pay when attending grievance meetings with management during working hours. It is understood that other Steward activities will be conducted outside of working hours unless circumstances do not permit, in which case the Steward will make every effort to minimize the invasion of work time.

Section 5. If the needs of the business allow in the sole determination of the Company and the Union has given at least one week of notice, bargaining unit employees shall be excused without pay to attend to the business of the Union. There shall be no effect on a bargaining unit employee's seniority or benefits as a result of their excused absence without pay under this provision.

Section 6. The Company will allow two bargaining unit members time off with pay to attend negotiations for a successor Agreement.

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**Article X – Separability**

Section 1. Should any part of this Agreement or any portion thereof be rendered or declared illegal, legally invalid or unenforceable by a court of competent jurisdiction or by the decision of an authorized governmental agency, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions thereof.

Section 2. In the event that any portion of this Agreement is held illegal as above-mentioned, the parties agree to meet promptly in order to agree upon a proper and legal substitute.

**Article XI - Time Off For Adults (TOFA)**

Section 1. General:

- A. TOFA is inclusive of vacation, sick, safe, and personal time off with pay and is not limited to a certain amount of days in a specific time period.
- B. Unit members who work at least 32 hours per week and are contracted to work at Blue State for six months or more are eligible for TOFA with manager approval as of their date of hire.

Section 2. Scheduled TOFA:

- A. Scheduling of TOFA must be coordinated with your Team Lead or their designated alternate(s) and be submitted via Mavenlink (or any similar management system the Company chooses to utilize in the future) for approval.
- B. Employees requesting five (5) days or more of TOFA shall provide at least four (4) weeks' notice to their Team Lead or their designated alternate(s) when possible.
- C. Employees requesting less than five (5) days of TOFA shall provide at least two (2) weeks' notice to their Team Lead or their designated alternate(s) when possible.
- D. In instances where an employee was denied TOFA because of resourcing needs, the employer will make every reasonable effort to accommodate such employee's timely, alternate request for TOFA.
- E. Blue State complies with sick and safe leave legislation in all jurisdictions in which it operates and recognizes that it does not have discretion to deny any such requests for leave.



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Section 3. Coverage for TOFA:

- A. Employees who request TOFA (ideally, four (4) weeks or more in advance) shall, as soon as practicable, propose a list of activities requiring coverage, including the skills necessary and any foreseeable challenges to adequately cover for their assignments. It shall be the responsibility of the Team Lead or their designated alternate(s), not to include employee making the request, to obtain appropriate coverage.
- B. Employees shall, regardless of the duration of notice, take reasonable action prior to their TOFA to organize their workload in order to minimize disruptions while they are out. Blue State will make reasonable efforts to ensure that adaptation to employees' TOFA involves work prioritization, delaying deliverables, and reassignment of work to other employees, such that the employee taking TOFA will not work extraordinary hours before or after their TOFA to compensate for such leave.

Section 4. Non-Scheduled TOFA:

- A. Non-Scheduled TOFA is to be utilized for sick time, personal emergencies or an unexpected circumstance that prohibits you from reporting to work.
- B. It is the employee's responsibility to submit unscheduled TOFA through Mavenlink (or any similar system the Company utilizes in the future). Retroactive submissions for unplanned TOFA will be allowed.
- C. Upon a written request from Management, unplanned TOFA of three (3) days or more, and related to illness or injury, will require submission of written documentation from a medical professional.
- D. TOFA leaves that exceed five (5) consecutive days related to illness, injury, or parental leave will be governed by the Company's disability and/or parental leave plans.
- E. Blue State complies with sick and safe leave legislation in all jurisdictions in which it operates and recognizes that it does not have discretion to deny any such requests for leave.

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**Article XII – Paid Leaves**

Section 1. Parental Leave:

- A. Regular full-time and part-time employees who work at least thirty-two (32) hours a week are eligible to take parental leave for the birth or adoption of a child.
- B. The leave is available to both parents, regardless of gender, for up to one year from the time of the birth, or the earlier of the date of adoption or adoption leave commencement.
- C. Employees are eligible for a maximum of twelve (12) weeks.
- D. Parental leave may be used on an intermittent basis for up to one year from the time of the birth, or the earlier of the date of adoption or adoption leave commencement, will be in addition to any short-term disability insurance the employee may be entitled to and is inclusive of all paid holidays.
- E. Employees are expected to notify their manager and HR of their parental leave plans as soon as reasonably possible but not less than four weeks in advance of their anticipated date of leave. Employees are prohibited from appending TOFA with a parental leave.

Section 2. Leave for Jury Duty:

- A. Full-time and part-time employees who are summoned for jury duty shall be paid the difference between their normal rate of pay and the jury duty pay while serving. Employees should notify their manager immediately upon receiving a summons for jury duty and provide a copy of the summons to their manager. In order to be compensated for time spent serving jury duty the employee must provide the Company with a copy of the court payment record.
- B. In the event that you are excused from jury duty during your regularly scheduled work hours you must contact your manager for direction on whether or not you must report to work.

Section 3. Bereavement Leave:

- A. Regular full-time and part-time employees shall be eligible for up to five (5) workdays paid bereavement leave for family members or close friends.

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- B. Part-time employees shall have their pay for bereavement leave prorated based on the number of hours they are regularly scheduled to work.
- C. Employees are required to notify their manager as soon as possible of their intention to utilize bereavement leave.

**Article XIII – Holidays**

Section 1. Full-time and part-time salaried employees and full-time hourly employees shall be eligible for paid holidays immediately upon hire.

Section 2. The Company shall publish a list of observed holidays on or before December 15<sup>th</sup> for the following calendar year. The minimum amount of observed holidays in a calendar year shall be no less than eleven (11). In no event shall bargaining unit employees receive less paid Company holidays than non-bargaining unit employees.

**Article XIV – Expenses for Travel and Late Hours of Work**

Section 1. Expenses for Travel. The Employer shall reimburse employees for reasonable travel expenses including airfare, train fare, hotel stays, meals, car rental, transportation while out-of-town and/or use of a personal vehicle for business purposes. Non-client billable travel must be pre-approved by a manager. Client-billable travel must be pre-approved by the project owner.

- Employees must use Concur (or another expense reimbursement platform the Company may utilize in the future) to book everything possible unless they receive approval to book outside of Concur.
- Expenses must be submitted within forty-five (45 days) after being incurred and must include itemized receipts for approval.
- Reimbursement for meals shall be seventy-five dollars per day (\$75/day) or the IRS per diem for meals and incidentals, whichever is greater.
- Reimbursement for use of a personal vehicle shall be the IRS mileage rate plus tolls and parking. Reimbursement for mileage requires the submission of trip details.

Section 2. International Travel. With pre-approval, the Employer will cover all business related additional cell phone usage charges incurred while working abroad.

Section 3. Working Late. Subject to approval, the Employer will pay up to twenty-five dollars (\$25) for dinner if you are working after 8 pm. Additionally, the Employer will pay for your cab ride home if you are working in the office after 9 pm.

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**Article XV – Contracting of Bargaining Unit Work**

The Company shall have the right to contract bargaining unit work with the following limitations:

1. The Company cannot layoff bargaining unit employees while contracting bargaining unit work that an employee who is scheduled for layoff has previously performed unless replacing the contractor with the employee would cause disruption to the client. The “disruption to the client” exception shall not apply to work that is expected to last for sixty (60) days or more. It is understood that the “disruption to the client” exception is not intended to be used on a repeated basis for the same bargaining unit work.
2. The Company may not contract bargaining unit work for more than a sixty (60) day period while bargaining unit employees who are on layoff have previously performed such work. Such right is not intended to be used on a repeated basis for the same bargaining unit work.

**Article XVI – Hours of Work**

Section 1. The regularly scheduled work week for full-time employees is forty (40) hours per week. Employees will normally be scheduled for eight (8) hours per day Monday through Friday, with the understanding that all bargaining unit employees may be required to work additional hours including on holidays. Employees may work a flexible schedule as long as the employee is able to perform their job duties to the standards established by the Employer. Employees shall be responsible to keep their calendar updated and their managers apprised of their schedule. The employee’s responsibility to keep their calendar updated and manager apprised shall not apply in cases of emergencies, illnesses, or other similar situations. The Employer retains the right to adjust an employee’s regularly scheduled hours in instances where it deems it necessary in order to meet a client’s demands.

Section 2. In the event that an exempt employee averages more than forty (40) hours of actual work per week over a specified three (3) month period (periods to be defined by the Employer – once defined they shall remain constant unless both parties mutually agree to change them), the Employer will ensure that in the next three (3) month period, the employee takes a minimum amount of TOFA equivalent to the total amount of hours worked during the preceding three (3) month period that was in excess of an average of forty (40) hours of work per week. The eligible hours shall be rounded up to a full day. It is understood that the minimum TOFA that the Employer will ensure is taken pursuant to this Section 2 shall not affect the employee’s normal expectation to utilize at least twenty (20) days of TOFA per year. In order to be eligible for the benefits

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of this Section 2, individual employees must accurately record their time worked in accordance with policies to be determined by the Employer. The failure to submit time records, for employees who are otherwise not required to submit them, will only serve to disqualify an employee from receiving the benefits of this Section 2 and shall not result in disciplinary action. When calculating an employee's average hours worked for a three (3) month period under this section, employees will be credited with eight (8) hours worked for each holiday not worked, and each TOFA day an employee is ensured to take under this Section during the three (3) month period.

Section 3. In addition to the quarterly TOFA committee meetings set forth in the Letter of Agreement Regarding TOFA, the committee shall meet on a monthly basis to review the actual number of hours worked per week by bargaining unit employees. The Employer will work with the Union Committee to identify opportunities to alleviate any situations where employee's are being subjected to a disproportionate workload, while ensuring that client needs continue to be met. The Employer will hold Team Leads strictly accountable for compliance with this Article.

Section 4. Non-exempt employees shall receive overtime pay in accordance with applicable state law. For the purpose of this provision the workweek shall be Monday through Sunday.

**Article XVII – Seniority and Severance Benefits**

Seniority:

Seniority shall be defined as an employee's continuous service with Blue State Digital Inc. d/b/a Blue State. Additionally, employees who have service as a fellow or intern in the prior twelve months from their date of hire as a regular employee shall have their time as a fellow or intern bridged upon hiring.

Layoffs:

Section 1. If the Employer has a need to reduce its workforce through layoffs it shall provide the Union with seven (7) calendar days advance notice of their intention to layoff bargaining unit employees. The notice shall include the number of employees the Company has scheduled for layoff for each job classification. During the seven (7) day period the Employer and the Union shall meet to discuss the reason(s) for the layoff and alternatives that may alleviate the need for such layoff.

Section 2. If at the conclusion of the seven (7) day notice period the Company wishes to proceed to a layoff then it shall proceed by laying off the least senior employee in each affected job classification, as defined in Article XVIII of this Agreement, subject to client needs, until it has reached the number of employees designated for layoff in its notice to the Union.

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Severance:

Employees who are laid off shall receive the following severance, conditioned upon the employee executing a release of claims in a form to be determined by the Company:

<u>Length of Service</u>	<u>Severance Pay</u>	<u>Continuation of Benefits</u>
Through 90-day Probationary Period but less than one(1) year	Two (2) weeks of salary	Company will reimburse employee the equivalent of the full cost of the COBRA premium for two (2) months (upon receipt of documentation of premium payment)
One (1) year or more of service	Two weeks of salary plus one week of salary for each full year of service, up to a maximum of eight (8) weeks of salary	Company will reimburse employee the equivalent of the full cost of the COBRA premium for three (3) months ( upon receipt of documentation of premium payment)

Recall:

Employees who have been laid off shall have recall rights for a period of twelve (12) months from the date of their layoff. The Company may not contract out work or hire a new employee to perform the work that a laid off employee was performing during the twelve (12) month recall period without first recalling the laid off employee unless the work assignment will be a temporary assignment with a finite term of sixty (60) days or less. It shall be the responsibility of laid off employee to have a current email address on file with the Employer. If a laid off employee fails to respond to a job offer within two (2) business days and report within an additional two (2) business days of the Employer sending an offer via the most current email address on file, then the laid off employee shall forfeit their recall rights. The Employer may at its own discretion extend the timelines for a recalled employee to report. A recalled employee that is laid off again within the first twelve (12) months following a recall shall not be eligible to receive the severance and COBRA benefits set forth herein in connection with the second layoff.

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**Article XVIII – Wages**

**A. Minimum Salaries:**

Section 1. Compensation amounts set forth in this Agreement are minimum amounts and nothing herein shall prohibit the Employer from paying employees amounts above such minimums in its discretion. Effective on the first day of the first payroll period following the ratification of this Agreement, the minimum yearly salary for bargaining unit employees will be:

<b>Team</b>	<b>Title</b>	<b>Minimum Base</b>	
Accounts	Senior Account Director	\$101,000	
	Account Director	\$80,250	
	Account Manager	\$68,250	
	Account Coordinator	\$60,000	
PM	Project Management Director	\$111,500	
	Senior Project Manager	\$87,500	
	Project Manager	\$72,000	
	Project Coordinator	\$60,000	
Analytics	Strategy Director, Analytics	\$107,000	
	Senior Analyst	\$89,000	
	Analyst, Data Engineer, Digital Analyst	\$74,000	
	Associate Analyst	\$60,000	
Content & Campaigns	Principal - Content and Campaigns	\$102,000	
	Senior Content Strategist, Senior Strategist – Content and Campaigns	\$82,000	
	Strategist - Content and Campaigns, Campaign Strategist, Content Strategist, Digital Campaign Strategist, Writer	\$72,000	
	Associate Strategist - Content and Campaigns, Email Production Associate, Digital Fundraising Associate	\$60,000	
	Creative Direction	Associate Creative Director	\$99,000
	Design	Principal Designer, Art Director - Branding	\$101,000
Senior Designer		\$80,250	
Designer		\$68,250	

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Finance		
	Senior Accountant	\$76,000
	Accounts Payable Analyst, Client Finance Accountant	\$68,250
	Billing and Collections Specialist, Accounts Payable Specialist	\$60,000
Media		
	Media Strategy Director	\$101,000
	Senior Media Strategist	\$83,000
	Media Strategist	\$68,250
	Advertising Operations Associate, Associate Media Strategist	\$60,000
Operations		
	Senior Operations Analyst	\$73,000
	Operations Analyst	\$68,250
	Operations Coordinator	\$60,000
IT		
	IT Manager	\$88,500
	Senior IT Engineer	\$73,000
	IT Engineer	\$68,250
	Associate IT Engineer	\$60,000
Office Management		
	Office Manager	\$66,500
	Associate Office Manager	\$60,000
Partnerships		
	Senior Manager - Partnerships	\$80,250
	Manager - Partnerships, Manager - Partnerships & Marketing	\$68,250
	Associate – Partnerships	\$60,000
Strategic Communications		
	Director, Strategic Communications	\$85,500
	Mid-Level – Strategic Communications	\$69,000
	Associate - Strategic Communications	\$60,000
Product		
	Principal – Product	\$123,500
	Product Director	\$108,000
	Product Manager	\$84,500
	Associate Product Manager	\$60,000
Strategy		
	Strategy Director	\$112,500
	Senior Strategist	\$92,500
	Strategist, Advocacy Strategist	\$74,000
	Associate Strategist	\$60,000
Talent Acquisition		
	Recruiter, Talent Acquisition Lead	\$68,250



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Technology	Talent Acquisition Coordinator, Talent Acquisition Specialist	\$60,000
	Principal Developer	\$121,500
	Senior Developer, Senior Front-End Developer	\$92,500
	Front End Developer, CS Lead, Software Developer, QA Designer, QA Engineer	\$74,000
	Associate Developer, Associate Software Designer, CS Associate, Front End Associate, Associate QA Engineer, QA Analyst	\$60,000
UX	Principal	\$123,000
	Senior UX Designer	102,500
	UX Designer	\$79,500
	Associate UX Designer	\$60,000
Video	Principal	\$96,500
	Senior Producer, Senior Editor, Senior Video Editor, Senior Video Producer,	\$80,250
	Editor, Producer	\$69,000
	Associate Editor, Associate Producer	\$60,000

Section 2. In the event that the Employer creates a new title doing substantially the same work as the job classifications set forth in Article I – Recognition, then the Employer may temporarily set the minimum salary for such title. The Employer shall notify the Union in writing of the new job title and its corresponding minimum salary. If the Union disagrees and wishes to negotiate over the temporary minimum salary set by the Employer it shall send a written request to bargain within seven (7) days of receiving the Employer’s notice. If no request is made then the temporary minimum salary shall become permanent. If a request is made then the parties shall meet within a period of thirty (30) days to attempt to reach an Agreement. If no Agreement is reached, then the Union may submit the dispute to arbitration. Both parties shall submit to the arbitrator their final minimum salary proposal and the arbitrator shall select the appropriate one.

Section 3. No employee shall have their salary reduced as the result of implementing the wage minimums.

**B. Ratification Raise:**

Section 1. Within thirty (30) days following the ratification of this Agreement, employees who have not received at least a two percent (2%) increase to their yearly salary as a result of the implementation of the new minimum yearly salary shall receive an increase in their current yearly salary that provides them with a minimum two percent (2%) increase.

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C. Annual Raises:

Section 1. Employees shall receive a performance review once each calendar year to determine their salary increase. Newly hired employees who have at least six (6) months of service and who were hired between January 1<sup>st</sup> and June 30<sup>th</sup> shall have their review in the second quarter of each calendar year and their pay increase will be effective on the first day of July following the performance review. Newly hired employees who have at least six (6) months of service and were hired between July 1<sup>st</sup> and December 31<sup>st</sup> shall have their review in the fourth quarter of each calendar year and their pay increase shall be effective on the first day of January following the performance review. Current employees shall remain in their current review cycle unless mutually agreed upon between the Company and the Union.

Section 2. The minimum yearly salary increase an employee will receive following a performance review is \$2,100.00.

D. Fellows:

Section 1. The minimum hourly wage rate for employees who are categorized as fellows shall be twenty dollars and forty cents per hour (\$20.40/hour).

Section 2. Effective on the first anniversary of this Agreement, the hourly wage rate will increase to twenty-one dollars per hour (\$21.00/hour).

Section 3. Effective on the second anniversary of this Agreement, the hourly wage rate will increase to twenty-one dollars and sixty cents per hour (\$21.60/hour).

Section 4. Effective on the third anniversary of this Agreement, the hourly wage rate will increase to twenty-two dollars and twenty cents per hour (\$22.20/hour).

E. Part Time Employees

Section 1. Part Time Employee salaries and increases shall be prorated based on the number of hours per week the Part Time Employee works with a 40 hour per week base.

**Article XIX – Promotions and Job Descriptions**

A. Job Descriptions:

Section 1. Within 120 days following ratification of this Agreement, the Employer shall have a job description for each job classification covered by this Agreement. Each job description will include the responsibilities associated with each job classification.

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Section 2. The Employer shall post the job descriptions on Blue State Wiki, or any other similar platform the Employer may utilize in the future, so employees have access to review them.

Section 3. The Employer shall notify the Union and bargaining unit employees when it makes any material change(s) to a job description for a job classification covered under this Agreement. If the Union believes the change(s) to the job description creates additional responsibilities for employees in that job classification that warrants higher pay and wishes to negotiate a new minimum salary as a result of the change it shall send a written request to bargain within seven (7) days of receiving the Employer's notice. If a request is made then the parties shall meet within a period of thirty (30) days to attempt to reach an Agreement. If no Agreement is reached, then the Union may submit the dispute to arbitration. Both parties shall submit to the arbitrator their final minimum salary proposal and the arbitrator shall select the appropriate one.

Section 4. When translation services are needed to perform a job duty, management shall assign such duties pursuant to Company policy.

**B. Promotions:**

Section 1. During an employee's annual review the Employer will discuss with the employee a structured pathway in order to be considered for promotion including feedback on how the employee's performance is or isn't meeting the expectations for promotion.

Section 2. When the Employer has the need to fill a bargaining unit position it shall include the minimum salary for the position on any job postings.

Section 3. Blue State affirms the basic principle that it will continue to provide all employees with advancement opportunities that are consistent with individual performance and skill development, as well as the business needs and constraints of the agency. In accordance with this principle, if the Employer has a need to fill an open bargaining unit position, it shall announce via an email to bargaining unit employees, and post the open position on Blue State Wiki or any other similar platform the Employer may utilize in the future, including Blue State's website, to allow for internal applicants to seek the position. The post shall include the email contact information for the person to contact if an employee has interest in filling the position. Blue State shall give consideration to existing employees that might be capable of performing the job, with the understanding that the final decision in selecting a candidate rests solely with management. This provision shall not be construed to impose a requirement that the Employer interview any internal candidate that might express an interest in the position.

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Section 4. The Employer agrees that employees should regularly be performing work within their job classification. In the event an employee can demonstrate they have been regularly assigned duties of a higher job classification they can request an off-cycle review to seek a promotion. The review shall take place within sixty (60) days of an employee's request for review.

**Article XX – Diversity, Equity and Inclusion**

Section 1. Blue State is committed to equal employment opportunity, to honoring the personal dignity of each individual with whom we interact, to cultivating and maintaining an inclusive environment, and to ensuring that our workplaces are free from discrimination, either direct or indirect, on the grounds of age, citizenship status, color, creed, disability (physical or mental), ethnic or racial origin, familial status, gender, gender identity, gender reassignment, marital or civil partnership status, pregnancy and maternity, national origin, nationality, sex, sexual orientation, race, religion or belief, transgender status, veteran status, or any other legally-protected basis (collectively "protected status") pursuant to U.S. federal, state, and local laws. These protections apply to employees and applicants and cover both actual and perceived identities.

Section 2. Harassment and discrimination are not only illegal; they are also contrary to Blue State's mission and values. Those in management have a heightened obligation to ensure that harassment and discrimination do not infect hiring, promotion, transfer, discipline, compensation, development/training, termination, or any other terms, conditions, or privileges of employment. All employees must abide by and uphold the Employer's policies on harassment and discrimination.

Section 3. The arbitration clause contained in this Agreement shall not be applicable to harassment and discrimination claims.

Section 4. It shall be the employee's choice to identify their race, gender, language skills and/or ethnicity and to change their identification at any time. The Employer will not assign an identification to any employee who chooses not to self-identify. Nothing herein shall prohibit the Company from fulfilling all applicable legal reporting requirements.

**Article XXI – Benefits**

A. Terms of Participation.

Employees covered by this Agreement shall be subject to standard Employer benefit plans in accordance with the terms and eligibility standards of such plans, work rules and policies applicable to other Blue State personnel, as such benefit plans, work rules and policies may be amended from time to time, with the understanding that in cases where such work rules and policies conflict with provisions contained in this Agreement,

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this Agreement shall prevail. If the Employer intends to make a material change to its benefit plans, work rules and/or policies it shall give the Union advance notice of such change. Employees covered by this Agreement shall be eligible to participate in Employer-provided benefits currently offered by Blue State on the same basis as other non-union employees. If after the ratification of this Agreement Blue State establishes a new benefit generally applicable to all other employees of Blue State, the Employer will make such benefit available to the bargaining unit.

It is understood that to the extent that Employees covered by this Agreement participate in Employer policies or benefit plans, such employees do so on the same basis as other, non-union employees. Therefore, the Employer may implement changes to any such plan or policy and as long as such changes apply equally to other non-union Blue State participants, the Union waives the right to bargain over such changes. By way of example, but not limitation, changes in any such plan or policy may include termination of the plan or policy, substitution of or merger with another plan or policy, or modifications in the terms of the plan or policy. During the term of this Agreement the Employer agrees that they will continue to offer bargaining unit employees Medical and Prescription Drug Coverage, Dental Coverage, Vision Coverage, Basic Life Insurance, a 401k plan and a Short-term and Long-Term Disability Plan.

Blue State currently offers the following benefits:

- Medical and Prescription Drug Coverage
- Dental
- Vision
- Business Travel Accident Insurance
- Basic Life Insurance
- ADD Insurance
- Short-Term and Long-Term Disability
- SOFI (Student Loan)
- Legal
- Supplemental Life and ADD
- Commuter
- Personal Growth
- Scholarship
- Referral Bonus
- 401k Plan

B. Medical (including Prescription Drugs) Premiums.

Currently, the Employer offers three options for medical and prescription drug coverage, the options are a Point of Service (POS), a Consumer Health Plan 1500 (CHP1500) and a Consumer Health Plan 3000 (CHP 3000) provided by Aetna and United Health Care with OptumRx providing the prescription drug benefit that is included with the medical benefit.

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Both the Employer and Employee share the cost of premium payments for the medical plans, including prescription drug coverage. During the term of this Agreement the Employee's percentage share of the cost of the premiums will not exceed the following tables based on a) the employee's yearly salary at the beginning of the plan year b) the plan an employee selects to participate in and c) what coverage tier the employee chooses.

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<b>POS Employee's Maximum Premium Share Percentage - Low Cost Carrier</b>				
Annual Salary in dollars	EE only	EE + Spouse	EE + Children	EE + Family
Less than 75,000	20.7	15.4	16.5	13.4
75,000 but less than 100,000	23.1	18.9	19.0	16.7
100,000 but less than 150,000	25.6	25.7	21.4	20.5
150,000 or more	30.3	29.4	29.4	26.4

<b>CHP 1500 Employee's Maximum Premium Share Percentage - Low Cost Carrier</b>				
Annual Salary in dollars	EE only	EE + Spouse	EE + Children	EE + Family
Less than 75,000	15.6	10.3	10.4	9.4
75,000 but less than 100,000	18.7	15.1	12.9	11.6
100,000 but less than 150,000	20.6	19.8	16.8	15.5
150,000 or more	26.0	24.6	24.7	21.6

<b>CHP 3000 Employee's Maximum Premium Share Percentage - Low Cost Carrier</b>				
Annual Salary in dollars	EE only	EE + Spouse	EE + Children	EE + Family
Less than 75,000	8.1	5.0	5.0	4.4

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75,000 but less than 100,000	11.6	9.0	7.4	6.5
100,000 but less than 150,000	13.7	13.2	10.8	9.8
150,000 or more	19.7	18.5	18.5	15.9

<b>POS Employee's Maximum Premium Share Percentage - High Cost Carrier</b>				
Annual Salary in dollars	EE only	EE + Spouse	EE + Children	EE + Family
Less than 75,000	25.2	19.8	20.9	17.7
75,000 but less than 100,000	27.6	23.4	23.4	21.0
100,000 but less than 150,000	30.0	30.1	25.9	24.7
150,000 or more	34.8	33.9	33.9	30.6

<b>CHP 1500 Employee's Maximum Premium Share Percentage – High Cost Carrier</b>				
Annual Salary in dollars	EE only	EE + Spouse	EE + Children	EE + Family
Less than 75,000	20.6	15.3	15.3	14.4
75,000 but less than 100,000	23.7	20.0	17.9	16.5
100,000 but less than 150,000	25.6	24.8	21.7	20.4
150,000 or more	31.0	29.6	29.6	26.5



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<b>CHP 3000 Employee's Maximum Premium Share Percentage – High Cost Carrier</b>				
Annual Salary in dollars	EE only	EE + Spouse	EE + Children	EE + Family
Less than 75,000	13.7	10.5	10.5	10.0
75,000 but less than 100,000	17.2	14.6	13.0	12.0
100,000 but less than 150,000	19.3	18.7	16.4	15.3
150,000 or more	25.1	24.1	24.1	21.4

**C. Dental Insurance Premiums.**

The Employer currently provides dental coverage to bargaining unit employees through Cigna. Cigna provides two options, a DHMO and a DPPO. During the term of this Agreement the bargaining unit employee's share of the premium costs of a dental plan that they elect to enroll in will be twenty percent (20%).

**D. Vision Insurance Premiums.**

The Employer currently provides vision coverage to bargaining unit employees through VSP. VSP provides two options, a core plan and a buy-up plan. During the term of this Agreement, the bargaining unit employee's share of the premium costs of a vision plan that they elect to enroll in will be twenty-five percent (25%).

**Article XXII – Entire Agreement**

It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties or between the Employer and individual employees. The parties acknowledge that they have had a full opportunity to bargain over all matters contained in this Agreement. Any modification, amendment or supplemental agreement shall be of no force and effect unless reduced to writing and approved by the signatories hereto and executed after the effective date of this Agreement.

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**Article XXIII – Term of Agreement**

This Agreement will take effect on [insert date of ratification of Agreement] and will expire on March 31, 2025.

[Insert Signature Lines]

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**Letter of Agreement  
Regarding Time Off for Adults Policy (“TOFA”)**

The parties recognize that Blue State’s current TOFA policy, although generous, can lead to the lack of utilization of the benefit as currently constructed. It is agreed that, in order to maintain a healthy and productive workforce, time away from the job is essential to a proper life/work balance. This belief of properly balancing the needs of the business and the welfare of the employees is a shared concern and when done correctly can provide benefits to all involved. Recognizing the above, the parties agree to establish a committee as follows:

1. The committee shall consist of three Employer personnel, with at least one being at the Executive level and three Union representatives, two from the bargaining unit and one from the local.
2. The committee shall develop mutually agreeable materials to be distributed to bargaining unit employees articulating the benefits of utilizing the Company’s time off policy. The material shall attempt to demonstrate the benefit that both the individual and Company attain with proper utilization of its TOFA policy, including employees following the appropriate TOFA notice and coverage procedures.
3. The committee shall meet quarterly at a mutually agreeable time and place. The Company will provide TOFA utilization data for all unit members who have submitted their TOFA time for the previous quarter at such meeting. If, when reviewing the data, the committee identifies certain individuals who are significantly underutilizing TOFA when compared with others in the unit, the Company shall assure, with input from the employee, the employee’s Team Lead and Manager that the individual has the opportunity to take TOFA if they desire.

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**Letter of Agreement  
Regarding Titles – Recognition**

The parties acknowledge that the below positions were not occupied at the time of recognition and agree that the following positions will be included in the bargaining unit if the Employer has a need to fill them and such employee is not designated as a Team Lead/Vice-President/Executive level or above:

Principal Level – Analytics  
Principal Level – Content and Campaigns  
Principal Level – Media  
Principal Level - QA  
Principal Level - Development  
Principal Level - Technology  
Principal Level – UX  
Principal Level – Product  
Principal Level – Strategy (Strategy Director)  
Principal Level - Video  
Senior Level - Design  
Senior Level - Partnerships (Senior Manager, Partnerships)  
Senior Level – Product  
Senior Level – QA  
Mid Level - Strategic Communications  
Associate Level - Product  
Associate Level - Strategic Communications (Associate, Strategic Communications)  
Associate Level - Video

Article 1 – Recognition, of this Agreement, shall be the applicable provision when determining whether future titles shall be included in the bargaining unit.