

CONTRACT

Between

SMART SET, INC.

AND

**MINNESOTA NEWSPAPER &
COMMUNICATIONS GUILD
TNG-CWA LOCAL 37002**

**Kevin Brown, Owner
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**CONTRACT DURATION:
01.01.2024 – 12.31.2026**

PREAMBLE

This contract is effective January 1, 2024 between Smart Set, Inc, hereinafter known as the Employer, and the Minnesota Newspaper & Communications Guild, TNG-CWA Local 37002, hereinafter known as the Guild, for itself and on behalf of all employees of the Employer described in Article 1.

ARTICLE 1. COVERAGE

- 1. This contract covers all employees of the Employer.
- 2. Performance of the following, whether by presently or normally used processes or equipment or by new or modified processes or equipment, shall be assigned only to employees covered by this contract:
 - a) The kind of work either normally or presently performed by employees of Smart Set, Inc.;
 - b) Any kind of work similar in skill, or performing similar functions, as the kind of work either normally or presently performed for the Employer; and,
 - c) Any other kind of work assigned to be performed within said unit.

ARTICLE 2. UNION SECURITY

- 1. The Employer shall require as a condition of employment of each employee that the employee be and remain a member of the Guild in good standing no later than the 30th day following the date of hire.
- 2. There shall be no interference or attempt to interfere with the operations of the Guild.
- 3. Upon an employee's voluntary written assignment, the Employer shall deduct dues from each paycheck of such employee and pay to the Guild not later than the 10th day of the following month an amount equal to Guild initiation fees, dues and assessments. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished to the Employer by the Guild. Such schedule may be amended by the Guild at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

The Employer shall provide with the monthly dues payments to the Guild accompanying documentation detailing the following for each employee: pay period, date paid, hours paid by category (regular, vacation, sick, unpaid, etcetera), gross pay by category, and total dues deducted.

- 4. The dues deduction assignment shall be made upon the following form:

ASSIGNMENT and AUTHORIZATION TO DEDUCT GUILD MEMBERSHIP DUES

To: Smart Set, Inc.

I hereby assign to the Minnesota Newspaper & Communications Guild and authorize the Employer to deduct from each paycheck from any salary earned or to be earned by me as an employee, an amount equal to Guild initiation fees, dues and assessments as certified by the Treasurer of the Guild starting in the first week in the month following the date of this assignment. I further authorize and request the Employer to remit the amount deducted to the Minnesota Guild not later than the 10th 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 yourself 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 the Employer and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Employer and to the Guild by registered mail not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of

each period of one year, or of each applicable contract between the Employer and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer receives it.

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

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

_____ Employee's signature

_____ Date

ARTICLE 3. INFORMATION

1. The Employer shall supply the Guild on request with a list containing the following information for each employee:
 - a. Name, mailing address, email address, phone number, and date of birth.
 - b. Date of hiring.
 - c. Work Classification.
 - d. Hourly rate and other forms of compensation.
2. The Employer shall notify the Guild in writing of:
 - a. Merit increases granted by name of the employee, individual amount, resulting new salary, and effective date.
 - b. Changes in classification, salary changes by reason thereof, and effective date.
 - c. Resignations, retirements, deaths and other revisions in the data listed in Section 1, and effective dates.
3. Within one week after the hiring of a new employee, the Employer shall furnish the Guild in writing with the data specified in Section 1 for each new employee.
4. The Employer shall supply the Guild with full information as to hiring and promotional standards and procedures, and any changes.
5. The Employer shall furnish to the employee and to the Guild a copy of any criticism, commendation, appraisal or rating of such employee's performance in the employee's job or any other comment or notation regarding the employee simultaneously with its being placed in the employee's personnel file. The employee and/or the Guild shall be allowed to place in such a file a response to anything contained therein which such employee and/or the Guild deems to be adverse. An employee and/or the Guild shall have the right to review the employee's personnel file at any time and upon request shall be provided copies of all material in the employee's file.

ARTICLE 4. NON-DISCRIMINATION

An employee shall not be dismissed or discriminated against because of membership or activity in the Guild, because of the employee's perceived or actual race, color, creed, religion, national origin, sex, gender identity, age, marital status, sexual orientation, disability, public assistance status, veteran status, family responsibilities, matriculation or any other characteristic protected under federal, state or local law. The Employer's hiring standards shall not exceed those required to perform the job.

ARTICLE 5. DISCIPLINE

1. Smart Set, Inc. shall not discharge or discipline any employee without just and sufficient cause. All discipline will be progressive, absent circumstances warranting accelerated disciplinary penalty.
2. The aim of discipline is to be corrective, not punitive, and may be required for substandard job performance, safety violations, excessive absenteeism, apparent inability to work under employer direction, or other problems that may arise.

Employees shall have the right to have a union representative(s) present at any discussion with the employer that is of an investigatory nature that may lead to discipline, where formal discipline will be administered, and in all grievance meetings. An employee shall be given three (3) working days advance notice when such discussion or meeting is scheduled, and the employee shall be informed of the nature of the complaint against the employee. The discussion or meeting shall not proceed until the union representative(s) are given a reasonable opportunity to be present.

3. **Corrective Action.** There are four forms of corrective action:
 - a. **Verbal Warning.** Smart Set, Inc. may select to counsel an employee following a minor offense, or a first offense, in an effort to eliminate any possible misunderstanding and to clarify performance criteria. If the Employer selects this option, it shall help the employee develop a solution and/or improve performance to the appropriate level. Supervisors are to inform the employee of the seriousness of the meeting, and to follow up with an email or letter that states the conversation was a verbal warning.
 - b. **Written Warning.** Smart Set, Inc. may meet with an employee and present the employee with a written notice of corrective action. A written warning is designed to ensure the employee is fully aware of the seriousness of the misconduct and/or performance problem, and the consequences if the problem is not corrected. The Employer and the employee shall set a time frame and a check-in program, during which the improvement must be made and maintained in accordance with the terms of the warning and/or any plan for improvement. A record of the written warning and improvement plan shall be kept in the employee's personnel file.
 - c. **Suspension.** Smart Set, Inc. may suspend an employee with or without pay for an instance of significant or repeated misconduct or performance problem. The Employer will set the timeframe for the suspension and provide it to the employee in writing.
 - d. **Discharge.** Smart Set, Inc. may discharge an employee for an instance of serious, or repeated misconduct or performance problem. The Guild shall be notified in writing within three (3) business days if a bargaining unit employee is terminated involuntarily.

If, after twelve (12) months, no further action is taken for a similar offense, prior written disciplines (not including suspensions) shall not be used in any future disciplinary action; nor will it be referred to in a grievance or arbitration proceeding. After twenty-four (24) months, if no further action is taken for a similar offense, suspensions shall not be used in any future disciplinary action; nor will the suspension be referred to in a grievance or arbitration proceeding.

ARTICLE 6. GRIEVANCE PROCEDURE

A grievance is defined as any dispute or disagreement that may arise between the parties as to the application, meaning or interpretation of this Agreement. The purpose of this procedure is to secure, in the easiest and most efficient manner, resolution of grievances.

Step 1. Informal: An effort shall be made to resolve the grievance between the employee and the immediate supervisor. An aggrieved employee may have a Guild representative's assistance with Step 1 upon request from the employee.

Step 2. If a settlement is not reached in Step 1, and the employee and/or the authorized Guild representative wishes to initiate a formal grievance, it shall be set forth in writing, setting forth the nature of the grievance, the facts upon which it is based, the section(s) of the Agreement allegedly violated, and the relief requested, and filed with the Employer. No grievance shall be accepted, which has been filed more than twenty-one (21) calendar days after the occurrence of the event giving rise to the grievance or twenty-one (21) calendar days after the grievant or Guild, through the use of reasonable diligence, should have had knowledge of the event. Within fourteen (14) calendar days after receiving the written grievance, the Employer and the Guild Representative(s) shall arrange a meeting with or without the grievant, and attempt to resolve the grievance. The Employer shall give a written answer to the designated Guild Representative(s) within ten (10) calendar days of the meeting.

Step 3. If as a result of the written response in Step 2, the grievance remains unresolved, Smart Set, Inc. or the Guild may request in writing the mediation services of Federal Mediation and Conciliation Service within twenty (20) calendar days after the Employer's written answer is due. If mediation is requested, such mediation shall be conducted and completed before either party submits a grievance to arbitration. Either party can submit the dispute in writing to final and binding arbitration within thirty (30) calendar days following the conclusion of unsuccessful mediation (unless both parties mutually agree to extend the time limit).

Step 4. If the grievance cannot be satisfactorily settled by the above steps of the grievance procedure, either of the Parties may request Arbitration by giving the other Party written notice of its desire to arbitrate. The decision of the arbitrator shall be final and binding on all parties. If the parties are unable to agree on one arbitrator, either party may request a list of seven (7) prospective arbitrators from the Federal Mediation and Conciliation Service. Each party, shall in turn, strike one name until one name remains which identifies the selected arbitrator. The parties shall decide who strikes the name first by a coin flip. Either Party may request additional lists if those supplied are not satisfactory; to a maximum of three (3) lists. All expenses of the arbitration proceeding shall be shared equally between the two parties, however, neither party shall be obligated to pay any portion of the cost of a stenographic transcript without prior consent. Additionally, each party shall be responsible for compensation of its own representatives and witnesses.

ARTICLE 7. HOURS & OVERTIME

1. Full-time work will be 40 hours a week within Monday-Friday.
2. A full work day shall be 8 hours. Employees may take up to thirty (30) minutes lunch and two (2) fifteen (15) minutes breaks during a work day shift.
3. The employer will give employees a minimum of two weeks' notice of any business hours of operations changes that will effect the days and or hours of work.
4. An employee who works on a holiday at the request of the Employer may be paid at the rate of double time for the hours worked.

ARTICLE 8: PROBATION

New hires are hired on a probationary status for the first forty (40) worked-days (typically equal to 2 months). Employees may be terminated during this time with a minimum of two (2) weeks' notice. Employee benefits do not accrue until after the probationary period has passed.

The Discipline and Grievance Procedures Articles of this Agreement do not apply to employees that are within the probationary period.

ARTICLE 9. PAID TIME OFF

1. Holidays

The following days shall be recognized and observed as paid holidays:

- a. New Year's Day
- b. Memorial Day
- c. Independence Day
- d. Labor Day
- e. Thanksgiving
- f. Christmas Day

2. Vacations

All full-time employees will earn vacation benefits at the following rate on their anniversary date of hire:

- | | |
|---------------------------------------|-------------|
| 1 - 2 years = one week paid vacation | (40 hours) |
| 2 - 3 years = two weeks paid vacation | (80 hours) |
| 3+ years = three weeks paid vacation | (120 hours) |

Part-time employees will receive paid vacation equivalent to the number of hours they ordinarily work in a week. Such pro-rated vacation may be worked out as an average of the employee's hours in any given year.

Unused vacation can be carried over year to year but is capped at up to 50 percent of the employee's annual allotment (for example an employee earning 40 hours of vacation in a year can accrue no more than 60 hours total vacation). Upon termination of employment, whether by resignation or discharge, the employee shall receive payment for vacation time accrued, subject to accrual limitations.

3. Sick, Safe, and Personal Days

All employees receive 48 paid personal hours per calendar year. Personal days are accrued at the rate of four (4) hours per month, beginning after the probationary period. Up to 48 unused personal hours carry over from one calendar year into the next with a maximum bank of eighty (80) hours. Unused personal days will not be paid out at time of an employee's termination of employment.

ARTICLE 10. LEAVES OF ABSENCE

1. **Unpaid Leave.** Smart Set, Inc. will provide unpaid leave up to six (6) weeks per year for specific reasons such as educational opportunities, artistic residencies, etc. on a case by case basis.
2. **Union Leave:** The Employer shall not unreasonably deny the necessary time off without discrimination to any Employee designated by the Guild to attend a labor convention or conference, or to serve in any capacity on other official Guild business.
3. **Union Duties.** An employee designated by the Guild to attend a negotiating meeting or other meeting between the Employer and the Guild, shall be released for that purpose without loss of pay.
4. **Bereavement.** All employees shall be allowed three (3) days bereavement leave without loss of pay in the event of a death of a family member or other person with whom the employee has a close relationship. Smart Set, Inc. recognizes the diversity of staff, and the definition of family members and others is purposely broad because today's families do not necessarily reflect the traditional family structure. Approval of bereavement leave will be granted unless unusual operating requirements require the employee to work. An employee may

use, with the immediate supervisor's approval, available paid leave for additional time off as necessary and in accordance with operation needs.

5. **Jury Duty.** All employees are eligible for up to two (2) weeks of jury duty or required court appearances, the Employer will pay the difference between jury pay and the employee's contract wage scale. The employee must report back to work whenever not assigned to jury duty during working hours. Failure to report back after being released from court during working hours shall constitute just cause for denial of differential pay for the specific time missed.
6. Time spent on leaves provided for in this Article shall be considered service time with the Employer in computing severance pay, length of vacation, and all other benefits which depend in whole or in part upon the length of service with the Employer.

ARTICLE 11. PART-TIME & TEMPORARY EMPLOYEES

1. A part-time employee is one who regularly works less than forty (40) hours per week. A temporary employee is one employed for a special project or for a specified time, in either case not to exceed three months without mutual agreement between the Employer and the Guild.
2. A part-time or temporary employee shall not be employed for work normally or appropriately performed by a regular full-time employee (except to cover for them during scheduled absences), nor where, in effect, such employment would eliminate or displace a regular or full-time employee.
3. A part-time employee shall advance on the schedule of minimum salaries and shall accrue all benefits based on length of employment with the Employer, and not according to the actual hours worked.

ARTICLE 12. ECONOMIC BENEFITS AND INSURANCE

1. Health Insurance

Employees are eligible for health insurance benefits after three (3) months of employment.

From the point of eligibility for health insurance to one year of employment, Smart Set, Inc. will pay fifty percent (50%) of the premium for employee health care for full time employees, and twenty-five percent (25%) of the premium for health care for part time employees.

After one year of employment, the Employer will pay the full cost of the premium for health care for full time employees (regularly scheduled 40 hours per week), and fifty percent (50%) of the premium for health care for part time employees.

These rates will apply to single coverage. Employees can opt into the company plan for family and dependent coverage at the market rate. If an eligible employee declines insurance through Smart Set because they are receiving as good or better insurance elsewhere, they will receive an additional cash benefit equal to the cost of Smart Set's single insurance coverage.

Smart Set, Inc. shall maintain the existing or substantially similar medical and dental plans in place at the time of execution of this Agreement to the extent they are available from the insurance provider.

2. Reimbursement of Expenses

The Employer shall pay all legitimate expenses incurred by an employee in the service of the Employer and shall compensate for the use of an automobile in the service of the Employer at the current IRS mileage rate.

3. **Vision and Dental Insurance.** Beginning February 1st, 2024, the Employer will pay the full cost of the premium for single-payer vision and dental insurance for all employees that have completed at least one (1) year of service.

New employees will be eligible for dental and vision benefits after 3 months of employment. Smart Set, Inc. will pay fifty percent (50%) of the premium for full-time employees, and twenty-five percent (25%) of the premium for part-time employees.

4. **Parental Leave.** Employees that have completed at least one (1) year of service will be eligible for up to three (3) weeks per year of paid parental leave for the birth, pre-birth complications, adoption, and/or foster care of a child.

The parties agree to reopen this topic in December of 2025, pursuant to Article 13; Section 7 and in relation to the implementation of Minnesota’s Paid Family Medical Leave Act (PFMLA).

ARTICLE 13. WAGE SCALES

1. The minimum wage scales as hereinafter provided in this agreement shall continue during the life of the agreement.
2. Temporary, part-time, and probationary employees will receive time and a half pay for all work in excess of 40 hours a week.
3. Employees who work less than 40 hours per week shall be entitled to holiday and vacation benefits based on a pro-rata computation of the number of hours they work, compared to full-time employment for the same period.
4. The minimum hourly wage scales are the following:

| Job Titles: | Effective: 1/1/2024 | Effective: 1/1/2025 | Effective: 1/1/2026 |
|---------------------|------------------------|------------------------|------------------------|
| Creative Technician | \$17.29 | \$17.81 | \$18.34 |
| Bindery Technician | \$15.00 | \$15.45 | \$15.91 |

5. Effective January 1, 2024, there will be an increase of 3% on the hourly wage rate of all active employees.
6. During the month of December 2024, the parties agree to a reopener of the Agreement with the sole topic wage increases to be effective in January 2025.
7. During the month of December 2025, the parties agreed to a reopener of the Agreement with the sole topics of Paid Family Medical Leave (PFML) and wage increases to be effective in January 2026.
8. The minimum salaries established herein are minimums only; individual merit shall be acknowledged by increases above the minimums.

ARTICLE 14. LAYOFFS

1. Any permanent employee to be laid-off shall be given a two (2) weeks’ notice in writing. At that time, a copy of the layoff notice shall be submitted to the Guild. Smart Set, Inc. will meet with the Guild, at the Guild’s request, to provide a rationale for the layoff.

2. Laid off employees who have worked at Smart Set, Inc at least nine (9) months will receive one week's pay as severance.
3. There will be no layoffs when a temporary employee is performing the work that a Guild-covered employee subject to a layoff could perform or could be trained to perform within forty-five (45) days.
4. Laid off employees who have worked at Smart Set, Inc. a minimum of nine (9) months will be recalled to employment within one (1) year of their termination if the Employer is filling a position for which the laid off employee is qualified. The employee shall receive credit for past service in computation of pay and benefits.

ARTICLE 15. SAFETY

1. The right of an employee to: (a) refuse to accept an assignment or a job which the employee has reason to believe is hazardous or is performed under hazardous conditions; and (b) refuse to report for work because the employee has reason to believe that travel to or from work, or work at the employee's place of work is hazardous, is hereby confirmed.
2. No employee shall be docked for work-time lost for: (a) exercising the aforesaid right to refuse an assignment, or job, or to report for work; or (b) inability to report for work because normal travel facilities are unavailable or inoperative and no practicable alternative is available or operative, due to natural phenomena or hazardous conditions created by human acts, including by way of example but not limited to, storm, flood, fire, explosion, riot or other civil disturbance or military or police operation.
3. The Employer shall:
 - a. furnish an employee all possible protection and protective devices;
 - b. take measures to eliminate, if possible, or to minimize and alleviate the hazardous conditions of jobs or the hazardous conditions under which a job is performed.

When an employee is injured as a result of the failure of the Employer to provide adequate safety measures, or is injured in performing work under hazardous conditions, the Employer shall pay all costs of medical treatment.

4. The Employer shall provide a properly lighted, clean, properly ventilated and properly heated/air conditioned work area of adequate size, free of extraneous disturbances. The Employer shall ensure that the Employer's premises are in conformity with federal, state and local health and safety laws and regulations. The Employer shall make every effort to ensure optimum working conditions.
5. Necessary working equipment shall be provided to an employee and paid for by the Employer, including equipment needed to reasonably accommodate a disabled employee in the performance of his or her job. All such equipment shall be safe and well maintained.

ARTICLE 16. GENERAL PROVISIONS

1. An employee shall not be required to handle struck work or work destined for struck departments or shops, nor shall an employee be required to cross picket lines of a legally striking Union.
2. Employees shall be free to engage in any activities outside of working hours.
3. When an employee creates art work for the Employer as a part of her/his regular duties, the artwork is regarded as the property of Smart Set, Inc. All art work created on the employee's own time will be considered to belong to the employee.

4. There shall be no secret surveillance of employees nor shall electronic supervisors, recordings, telephone monitoring systems or similar procedures or devices be used.
5. Separability: Nothing contained in this Agreement is intended to violate any Federal law, rule or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be made null and void and the parties agree that they will within thirty (30) days begin negotiations to replace said void part with a valid provision. It is agreed, however, that either party to this Agreement shall have the right to appeal any decision that a provision of this contract violates a said Federal rule or regulation.
6. Nothing in this agreement shall reduce any present pay or working conditions.
7. This agreement shall be binding upon the Guild and the Employer, their successors and assigns, and shall continue in full force and effect in the event of the sale or other transfer of the business covered by this agreement. As a condition of sale or other transfer of the business covered by this agreement, the Company shall require the transferee to assume and adopt the terms and conditions of this agreement, and to continue to recognize the Union as the sole bargaining agent for the employees covered by this agreement.

ARTICLE 17. DURATION & RENEWAL

1. This contract shall commence on the 1st day of January 2024 and expire on the 31st day of December 2026 shall inure to the benefit of and be binding upon the successors and assigns of the Employer.
2. At least sixty (60) days prior to the expiration date of this contract, the Employer or the Guild may initiate negotiations for a new contract to take effect on January 1, 2027. The terms and conditions of this contract shall remain in effect until such negotiations are lawfully terminated. If such negotiations do not result in a new contract prior to January 1, 2027, the new contract shall be made retroactive to January 1, 2027.

In witness and testimony of the provisions and terms mutually agreed and specified herein, the duly authorized officer and representative of Smart Set, Inc. and the Minnesota Newspaper & Communications Guild, Local 37002, have hereto affixed their signatures.

**For the MN Newspaper & Communications Guild,
TNG-CWA Local 37002:**

For Smart Set, Inc.:

By: _____

By: _____

Date: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____