

COLLECTIVE BARGAINING AGREEMENT

between

Minnesota Newspaper and Communications Guild – CWA Local 37002

and

Minnesota Council of Nonprofits

January 1, 2023 through December 31, 2025

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Preamble

This Agreement is made and entered into on January 1, 2023, by and between Minnesota Council of Nonprofits (“MCN”) and the Minnesota Newspaper & Communications Guild, TNG-CWA Local 37002, AFL-CIO (“Union” or “Guild”).

MCN recognizes the Guild as the duly authorized collective bargaining representative for Union employees (“Employees”). The jurisdiction of the Guild is defined as all work presently being performed for MCN by the Employees covered by this Agreement, and the performance of such work that shall be assigned to Employees within the Guild’s jurisdiction.

Article 1. Recognition

This agreement covers all full-time and regular part-time Employees; excluding all interns, temporary employees, professional employees, managers, guards and supervisors, as defined by the Act. Confidential employees with regular access to confidential information, and supervisors and managers who have the authority to hire, discipline, or lay off Employees or effectively recommend such action using their independent judgment are also excluded.

Effective at ratification of the Agreement, the titles that are identified as union eligible will include Assistant-, Advocate-, and Coordinator- level positions, and the Research Analyst (MBP) position within the parameters outlined in the first paragraph of this Article.

MCN will give notice to the Guild of any new positions that are created during the term of the Agreement. If MCN creates during the term of this Agreement a new position that MCN asserts should be excluded from the bargaining unit, the Guild may initiate discussions with MCN to challenge the excluded designation. In the event of a failure of the parties to reach an agreement on the status of a newly created position, the matter may be moved to the bargaining unit clarification procedures of the National Labor Relations Board (NLRB) submitted to the National Labor Relations Board for determination in accordance with the Board’s normal procedures and applicable legal standards for making such determination.

Article 2. Information

1. Annual Information. MCN will furnish the Guild annually by February 1st the following information in connection with the Employees in the bargaining unit: Name, home address, phone number, work email, hire date, job title, full time or part time, and annual salary or hourly rate of pay.
2. Notification of Changes. MCN shall notify the Guild electronically no later than thirty (30) days after any of the following events:
 - a) Newly hired bargaining unit Employee - including all information listed above.

- b) Resignations, terminations, retirements, deaths, promotions, and/or transfers out of the bargaining unit.

Article 3. Union Security Clause

1. All Employees covered by this contract shall be required to join the Minnesota Newspaper and Communications Guild (the Guild) within thirty (30) days of the execution of this Agreement. New Employees shall be required to join the Guild within thirty (30) days of their date of hire as long as this Agreement remains in effect. All Employees shall, as a condition of employment, for as long as this Agreement remains in effect, maintain their membership in good standing in the Guild.
2. The Minnesota Council of Nonprofits (MCN) shall provide all unit Employees, both current and new hires, with the membership and dues deduction forms provided by the Guild. Upon an Employee's written assignment, MCN 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 monthly fees along with a wage report showing earnings and total hours compensated by category (regular, sick, vacation, etc.) for each payroll period within the previous month for each unit member. Such amounts shall be deducted from the Employee's earnings in accordance with the Guild's schedule of rates furnished to MCN by the Guild. Such schedule may be amended by the Guild with a written notice of thirty (30) days. An Employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.
3. MCN agrees to provide electronic copies of the collective bargaining agreement to all new hires.
4. Employees will be granted time off work with no loss of pay to participate in negotiations and for union representatives to participate in meetings with management related to this Agreement.

Article 4. Management Rights Clause

Except as set forth in other provisions of this Agreement, MCN shall have all sole and exclusive rights reserved to management in accordance with all existing and future laws, that include, but are not limited to: determine its budget; initiate or discontinue, assign or transfer, in whole or in part, all services, offices, programs, projects, campaigns, positions, policies, systems, and procedures; establish standards of service and performance of its employees, including setting key performance indicators and qualifications, ethical standards, safety and health policies, general operations policies, public messaging, security, privacy, data security rules, use of lists, practices and procedures or other rules, policies and regulations in connection with the overall operation of the organization; establish program goals and strategic planning goals; supervise

employees, including directing, training, and cross-training; establish performance standards and conduct employee performance evaluations; determine hiring salaries or hiring wage rates for incoming employees; determine job classifications and job descriptions; hire, appoint, promote, discipline, assign, direct, transfer, or demote personnel; suspend, or discharge employees for just cause; increase or decrease the size of the workforce for lack of work, budgetary, advocacy, tactical, or strategic reasons; determine the quality and quantity of work; determine the hours and days, and locations, where the work shall be performed, including the right to require night and weekend work and overtime as needed; ensure orderly and effective operations and effective work and work schedules; enforce MCN rules, policies and regulations; and take actions deemed necessary by the MCN to carry out its responsibilities, including in situations of emergency.

The foregoing employer prerogatives shall not be deemed to be exhaustive, but instead indicate the type of rights that belong to and are inherent in MCN's management practices. In the exercise of these rights, MCN shall be the sole judge of all factors involved in the decision. Neither the failure of MCN to exercise any right or power reserved to it, nor the exercise thereof in any particular manner, shall constitute a waiver of such right or a binding precedent restricting MCN's discretion.

Notwithstanding this clause, MCN agrees that whenever practicable, it will invite a member of the union in committees tasked with crafting, drafting and/or recommending adoption or changes to any rule, policy, or practice having a significant impact upon the majority of the members of the bargaining unit.

Article 5. Promotion of Diversity and Protection Against Discrimination

MCN will model the goal of equity for all citizens in economic, social, and educational arenas. This intention will be acted upon, in part, in MCN recruitment, selection, hiring, training, promotion, pay, discipline, working conditions, and termination processes. An Employee shall not be dismissed or discriminated against because of membership, non-membership or activity in a labor organization, because of the Employee's perceived or actual race, color, creed, age, sex, ancestry, ethnicity, religion, spirituality, national origin, size, sex, gender, gender identity, age, marital status, sexual orientation, ability status (including related to pregnancy or childbirth), public assistance status, socio-economic class, veteran status, political affiliation, pregnancy, familial status, family responsibilities, matriculation, genetic information, or any other characteristic protected under federal, state, or local law.

Pursuant to MCN's Whistleblower Policy, Employees shall not retaliate against any person who complains of or reports alleged harassment or other inappropriate conduct or retaliate against any person who testifies, assists or participates in an investigation, proceeding or hearing relating to a harassment complaint.

1. Anti-Harassment Policy. MCN is committed to providing a work environment that is free of unlawful discrimination. This policy includes the prohibition of harassment based upon any of the characteristics listed in this Article (above). Complaints alleging harassment based upon other protected characteristics will be handled in the same manner

as complaints alleging sexual harassment. The “work environment” includes all of MCN’s premises, and any other locations where MCN-sponsored activities take place, any off-site location where MCN business is conducted, and on social networking sites if MCN, its customers, suppliers or Employees are referenced or included in communications.

“Sexual harassment” has been defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- a) Submission to such conduct is made a term or condition, either explicitly or implicitly, of an individual’s employment.
- b) Submission to or rejection of such conduct by an individual is used as a factor in decisions affecting that individual’s employment; or
- c) Such conduct has the purpose or effect of substantially interfering with an individual’s work performance or creates an intimidating, hostile, or offensive work environment.

If you believe that you are being subjected to harassment, it’s recommended you speak directly with the HR Manager immediately after an incident to determine a course of action or follow the grievance procedure outlined in Article 17.

2. Disability Accommodation. MCN will not discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement, or discharge of Employees, Employee compensation, job training, and other terms, conditions, and privileges of employment. Additionally, MCN will provide one or more reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or Employee, unless it can demonstrate that the accommodation would impose an undue hardship on the operation of MCN’s business.

The term "qualified individual" means an individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires.

The term "reasonable accommodation" may include

(A) making existing facilities used by Employees readily accessible to and usable by individuals with disabilities; and

(B) job restructuring, part--time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified

readers or interpreters, and other similar accommodations for individuals with disabilities.

3. **Religious Accommodation.** MCN will not refuse to refer for employment, or otherwise to discriminate against, any individual because of their religion. The term “religion” includes all aspects of religious observance and practice, as well as belief, unless MCN demonstrates that it is unable to reasonably accommodate an Employee’s or prospective Employee’s religious observance or practice without undue hardship on the conduct of its business.
4. **Accommodations for Nursing Employees.** MCN will provide nursing Employees reasonable paid break time each day to express milk for their infant child for at least one year following the child’s birth. MCN will provide a private room, other than a restroom, to express milk. The room will be in close proximity to the work area, shielded from view and free from intrusion from co-workers and the public, clearly designated and have a lock on the door and will have an accessible electrical outlet.

Expressed milk can be stored in company refrigerators, or in a personal cooler. Employees are encouraged to sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.

Article 6. Employee Classifications

Employment classifications. Employees are classified as either exempt or non-exempt in accordance with the U.S. Department of Labor’s Fair Labor Standards Act (FLSA).

1. Full-Time Employees are employees who are regularly scheduled for at least forty (40) hours per week. Full-Time Employees are eligible for all benefits when the terms of their employment meet the requirements of the contract with the benefit provider.
2. Part-Time Employees are employees who are regularly scheduled for at least twenty (20) hours but less than forty (40) hours per week. Regular part-time employees are eligible for all benefits when the terms of their employment meet the requirements of the contract with the benefit provider. They earn paid time off (including sick, vacation, holiday and personal) at a rate proportionate to the hours they work.
3. Non-Benefit Eligible Part-Time Employees are employees who are regularly scheduled for less than 20 hours per week. These employees are not eligible for benefits sponsored by MCN, except as required by law or as subsequently noted. Regular, Non-Benefit Eligible Part-Time Employees who work at least eighty (80) hours within one calendar year for MCN earn paid sick and safe leave as provided by Article 9, and also earn paid vacation, holiday, and personal time off.
4. Long-Term Temporary Employees are employees who at the time of hire are offered a position for a limited tenure of more than twelve (12) months. Long-Term Temporary

Employees shall be members of the bargaining unit provided they otherwise meet the requirements of the Recognition clause (Article 1) and shall be subject to the terms of this agreement, with the exception of those provisions related to layoffs and severance (Article 20.).

Article 7. Salary and Wages

1. **Minimum Salary and Minimum Hourly Wage.** Effective on the next full pay period after ratification and agreement of this contract, for all bargaining unit positions the minimum annual full-time salary will be \$48,000 and the minimum hourly pay rate will be \$23.07.
2. **Bonus.** In the first pay period after the effective date of this Agreement each bargaining unit Employee will receive a bonus of \$250.00.
3. **Annual increases:** In recognition of the impact of current inflationary trends, On January 1, 2023, each bargaining unit Employee shall receive a six percent (6%) increase to base pay or hourly rate of pay. On each subsequent January 1st for the term of this Agreement, each bargaining unit Employee shall receive a two-and-one-half percent (2.5%) increase to base pay or hourly rate of pay.
4. **Working out of Job Class or Assigned Duties of a Vacant Position.**
 - a) When an Employee is asked to complete the duties of a vacant position that are anticipated to last more than four (4) sequential weeks a “Temporary Assignment of Other Duties” form will be reviewed with the Employee and their supervisor and/or senior leadership, summarizing the duties, projected start and ending dates, and salary adjustment.
 - b) During the above review a discussion will occur as it pertains to what additional duties are being requested of the Employee, for what duration of time, and how this might impact the Employee’s work/life balance. As a strategy to maintain organizational stability, MCN intentionally builds into some roles redundancies in core activities related to financial transactions, data entry and processing, and customer service. These redundancies are not meant to increase additional labor on Employees but rather provide a back-up built into the organizational staffing structure. Overall MCN values productive work in service of the nonprofit sector and strives to set business objectives and Employee performance goals that are attainable within an average work year (relative to each position’s work status and paid time off offerings). MCN seeks to limit the use of overtime.
 - c) Upon the determination of the above, MCN and the Employee will agree about what percentage of work they are being asked to do beyond their normative job description. Subsequently the Employee being assigned additional duties’ wage will be divided by two and multiplied by the percentage of duties they are being asked to take on in proportion to the vacating position. Based on MCN’s pay grade definitions approved

by the board in November 2022, if an Employee takes on responsibilities such as budgetary oversight, board engagement, supervision, hiring and/or firing authority, the Employee will receive an additional \$1.00 per hour. This added pay shall continue for as long as this condition exists. The additional pay does not apply where other changes in the Employee's responsibilities substantially alleviate the amount of additional work. An Employee's eligibility for regular annual increases will not be affected during periods of temporary assignment. Increases will be based upon base pay only.

- d) A standard process will occur as it related to overtime, holidays, etc. Approved overtime (per MCN's policy) will be accrued on the increased rate at hours worked over 40. Holidays will be paid at the increased rate, etc.
- e) If this situation exceeds six (6) months, a conversation will occur between the Employee and MCN in terms of if their original position description needs modification in addition to examining the salary band.

The salary rates listed in this Article are minimum rates only.

Article 8. Expenses

1. Reimbursement of Expenses. MCN shall reimburse reasonable and necessary expenses incurred in carrying out job responsibilities. Expenses of amounts larger than \$20 must be pre-approved by the supervisor or the Associate Director and paid for by an authorized MCN bill payment system.
2. Remote and Hybrid Work. The MCN Remote and Hybrid Work Policy for Staff, attached as Exhibit A, is incorporated into this Agreement.
3. Mobile Phones. The MCN Mobile Phone Policy, attached as Exhibit B, is incorporated into this Agreement.
4. Mileage, Parking and Other Transportation Expenses. Employees are encouraged to utilize public transportation, walking, or biking whenever possible. Public transit costs for work-related travel will be reimbursed or provided in advance. Employees without access to public transportation, walking, or bike options and who need to travel for work-related duties may rent a car through a MCN authorized rental company or be reimbursed for utilizing their own vehicles mileage at a rate equal to the federal IRS allowance, whichever is cheaper. Regular commuting such as travel between an Employee's residence and workplace is excluded from this policy.
5. Travel. When an Employee is spending at least one night away from home, the Employee shall be given the option of receiving a per diem based on the GSA established rates, or the Employee may choose to be reimbursed for the cost of meals and incidentals up to per diem based on the GSA established rates.

6. Where practicable, an Employee will be given two weeks' notice ahead of any required travel.

Article 9. Paid Time Off

HOLIDAYS

All Employees receive the following paid holidays each year:

- New Year's Day
- Martin Luther King Jr. Holiday
- Presidents Day
- Memorial Day
- Independence Day
- Juneteenth
- Labor Day
- Indigenous People's Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- December 25th

Holiday pay will be paid, based on base pay for an eight (8) hour day to all full-time Employees (pro-rated for part-time Employees).

If any of the holidays fall on a Sunday, the following Monday shall be considered the official holiday; if any of the holidays fall on a Saturday the preceding Friday shall be considered the official holiday.

An Employee may exchange a paid holiday listed above for any other holiday of their choosing with approval from their supervisor at least two weeks prior to the exchanged holiday.

At its sole discretion, MCN may grant the last Friday of each summer month off with pay ("Summer Fridays"). In any summer MCN offers Summer Friday to the majority of its entire staff, an Employee may request four paid days off during the week preceding or following July 4 instead of Summer Fridays. Approval may be denied based on the MCN's needs.

Review and Update of Paid Time Off Policy. MCN and the Guild recognize that there is an opportunity to re-examine MCN's current policies on paid time off to ensure they effectively meet the broader organizational values to provide rest, relaxation, time to address personal business, and/or time to meet family and community responsibilities not covered by other kinds of leave. Based on this, MCN will create a space for staff (including unionized staff) and management, with advisory guidance from MCN's personnel committee of the board, to consider an approach to this issue in the 2023 calendar year for potential implementation in 2024.

Personal Days. Effective January 1, 2023, each bargaining unit Employee of MCN also receives six (6) personal days to be used in each calendar year. These days are granted automatically upon hire or anniversary of hire or benefit eligibility and are not eligible for carryover from one calendar year to the next. For regular part-time Employees, personal days will be compensated in proportion to the average number hours worked. Unused personal days are not paid out upon termination of employment. Personal days can be used for any purpose.

Vacation. MCN will provide paid vacation time to all regular and long-term temporary Employees. Vacation days allow Employees flexible time off for rest, relaxation, to address personal business, and/or family and community responsibilities not covered by other kinds of leave (unless those hours have already been exhausted). Accrual of vacation time will commence upon the first day of employment or date when Employee becomes benefit eligible, for each eligible Employee and will be based, on an annual basis, upon each individual's anniversary date or benefit eligibility commencement date with MCN. Vacation time will accrue at a set rate per pay period (below).

An Employee may utilize up to forty (40) hours of vacation before it has been accrued, but if the Employee leaves employment before accruing the paid time off on the pro-rated vacation schedule, MCN will deduct the cash amount of the outstanding vacation balance from the Employee's final paycheck. Any additional leave that exceeds the Employee's total available vacation and personal time must be taken as unpaid leave and must be approved in advance by the Employee's supervisor and the Associate Director, or their designee.

Vacation time will increase with the number of years employed by MCN as follows:

- 0-3 years 15 days, or 4.6 hours per pay period
- Start of 4th year 16 days, or 4.9 hours per pay period
- Start of 5th year 17 days, or 5.2 hours per pay period
- Start of 6th year 18 days, or 5.5 hours per pay period
- Start of 7th year 19 days, or 5.8 hours per pay period
- Start of 8th year 20 days, or 6.2 hours per pay period
- Start of 9th year 21 days, or 6.5 hours per pay period
- Start of 10th year 22 days, or 6.8 hours per pay period

Vacation time will be pro-rated for part-time Employees. Employees may use their vacation time as earned if absence from assignment does not unduly impede completion of an assigned task or prevent other Employees from completion of their work assignments. MCN reserves the right to limit the number of Employees on vacation at any one time in order to take workload and completion of tasks into account. The Employee's supervisor must approve scheduled absences and the Employee should request such leave as soon as possible, with a minimum of two weeks in advance. It is the policy of MCN to encourage each Employee to utilize their allotted vacation time. A maximum of 40 hours will be allowed to be carried over from one calendar year to the next, prorated by average number of hours worked per week. All other accrued vacation time will be forfeited on the end of the fiscal year, with a grace period of three months (March 31st). The interchange or exchange of vacation time and sick leave is not allowed.

Employees will be paid for unused accrued vacation time, up to a maximum of 40 hours, upon separation of employment.

Sick and Safe Time: MCN will provide paid sick and safe time to all Employees, as required by the St. Paul Earned Sick and Safe Time ordinance. MCN will comply with all applicable federal, state, and municipal leave laws. An Employee is entitled to use earned sick and safe time for the following reasons:

- An absence resulting from an Employee's own mental or physical illness, injury, or health condition; to accommodate the Employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an Employee's need for preventive medical care.
- To allow the Employee to provide care for a family member with a mental or physical illness, injury, or health condition; care for a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care.
- An absence due to domestic abuse, sexual assault, or stalking of the Employee or Employee's family member, provided the absence is to: seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking; obtain services from a victim-services organization; obtain psychological or other counseling; seek relocation due to domestic abuse, sexual assault, or stalking; or seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking.
- The closure of the Employee's place of employment by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material or other public health emergency.
- To accommodate the Employee's need to care for a family member whose school or place of care has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material or other public health emergency.
- To accommodate the Employee's need to care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected closure.

Each Employee of MCN should notify their supervisor as soon as practicable about any absence for the legally required reasons, including the expected duration of the absence. For foreseeable absences, such as a planned doctor's appointment, Employees must provide at least seven days' notice. MCN reserves the right to request verification documentation for any absence exceeding three consecutive days, or if MCN reasonably suspects misuse of earned sick and safe time.

Full-Time Employees will accrue up to 80 hours of paid sick and safe time during each calendar year, prorated by hours worked per week. For all other Employees, paid sick and safe time will be pro-rated at a proportional rate, to meet or exceed the requirements under the St. Paul Earned Sick and Safe Time ordinance. Employees may use accrued sick and safe leave as soon as they

accrue the time. Compensation for used, accrued sick and safe time will be based upon the Employee's hourly rate at the time sick leave is taken.

Employees may carry over any accrued and unused paid sick and safe time to the following calendar year and may not at any time exceed a maximum balance of 780 hours, at which point an Employee will stop accruing paid sick and safe time. MCN will not pay out accrued and unused paid sick and safe time upon separation of employment or any other reason.

MCN will maintain records for three years indicating: (1) hours worked (for non-exempt Employees); (2) hours of leave available for sick and safe time purposes; and (3) hours of leave used for sick and safe time purposes. Upon request, MCN will provide an Employee's current amount of: (1) accrued sick and safe time available to the Employee; and (2) used sick and safe time. If an Employee terminates employment with MCN but returns within 90 days, the Employee will have up to 80 hours of their previous sick and safe time balance restored.

MCN will not interfere with, restrain, or deny the exercise of, or attempted exercise of, any right protected under applicable law. MCN prohibits any discipline, discrimination, retaliation, or adverse employment action of any kind against an Employee because they requested or has taken leave for any reason protected under applicable law or has otherwise exercised their rights in good faith under this policy, or for any other reason prohibited by applicable law. Please see MCN's Anti-Harassment Policy and Whistleblower Policy for more information, including how to report suspected discrimination, harassment, or retaliation.

Sick and Safe Time Donations. In special cases involving the extended illness or hospitalization of an Employee, the Associate Director may allow individual Employees to voluntarily donate up to 40 hours of their accumulated sick leave in a single year to another Employee. Donations must be in eight-hour increments and donors must retain at least 40 hours of sick leave after their donation. Only sick leave may be donated (not vacation time or personal days). If the donated sick leave is not used by the recipient for the reason which prompted the donation, it will be re-credited to the donating Employees in an amount proportional to their donation.

Compassionate Leave: All Employees shall be granted up to three working days with pay (prorated per their regular schedule and/or hours worked per week) to manage the immediate aftermath of the death of someone significant in the Employee's life. "Someone significant" is defined as a person who is close family or is someone who is very important in your life or your family. MCN may provide additional paid compassionate leave depending on an Employee's individual circumstances, not to extend beyond five (5) days. MCN will not unreasonably deny an Employee's request to use accrued PTO and/or unpaid time off to take additional compassionate leave for exceptional circumstances (travel outside of the country, for example). MCN retains the right to seek documentation if more than three (3) compassionate leaves are requested and/or an Employee seeks more than nine (9) days of compassionate leave within one calendar year.

Pregnancy and Parental Leave: Employees are eligible for a total of up to twelve (12) weeks of pregnancy or parental leave in a calendar year, provided they have worked for MCN for at least twelve (12) months at a minimum average of twenty (20) hours per week prior to the request for

pregnancy or parental leave. MCN will provide paid pregnancy or parental leave, which will be available for twelve (12) months following the birth or adoption of a child or may be used for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions.

Paid pregnancy or parental leave can be used consecutively, intermittently, or reduced schedule paid parental leave with prior approval by the Employee's supervisor and also either the Associate or Executive Director. An eligible Employee must consult with their supervisor and make a reasonable effort to schedule intermittent or reduced schedule paid pregnancy or parental leave so as not to unduly disrupt MCN's operations. Intermittent or reduced schedule leave may not be taken in increments of less than four hours. To the extent intermittent or reduced schedule leave is associated with a qualifying disability, please see Article 5.

In no instance will MCN provide an Employee with additional leave benefits beyond the Employee's regular rate of pay during any period of pregnancy or parental leave. In other words, Employees may not take other forms of paid leave simultaneously with pregnancy or parental leave. Paid pregnancy or parental leave will be paid at the Employee's pay rate in effect at the time of the leave.

The timing and duration of pregnancy or parental leave shall be at the discretion of the Employee. Whenever possible, the Employee should provide sixty (60) days' notice of the date the leave is expected to commence and its estimated duration. In the case of emergencies or other urgent circumstances, notice must be given as soon as practicable.

Leave Without Pay: At the discretion of the Associate Director or their designee, an Employee who requests leave without pay may be granted a short leave of up to twenty (20) business days when there is a clear plan for coverage of duties while the Employee is gone, determined by supervisor. Employees do not earn vacation or sick leave during periods of leave without pay. Except where required by law, seasonal, temporary and special workers are not eligible for leaves of absence.

School Conference / Activity Leave: Eligible Employees may take a leave up to a total of sixteen (16) hours during any twelve (12) month period to attend preschool or school conferences, observations or activities related to the Employee's child, if such conferences, observations or activities cannot be scheduled during non-work hours. Employees are eligible for such school conference activity leave if they have worked for MCN for at least twelve (12) consecutive months preceding the request for an average of at least twenty (20) hours per week. When School Conference/Activity Leave cannot be scheduled during non-work hours, and the need for the leave is foreseeable, the Employee must provide reasonable prior notice to MCN of the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt MCN's operations. Employees must use accrued paid time off for school conference/activity leave under this policy, and with a supervisor's approval, the Employee may use more than sixteen (16) hours of paid time off. If accrued paid time off is unavailable, the Employee must take unpaid time for this leave.

Jury Duty: MCN encourages Employees to fulfill their civic responsibilities by serving jury duty when required. An Employee requesting jury leave must show the jury duty summons to their

supervisor as soon as possible after they receive it, so that the supervisor may make arrangements to accommodate the Employee's absence. The Employee is expected to report for work whenever their court schedule permits. Either MCN or the Employee may request an excuse from jury duty if the Employee's absence would create serious operational difficulties for MCN. MCN will pay an Employee the difference between their normal pay and the pay they receive as jurors for up to two weeks of jury duty.

Time Off to Vote: MCN encourages all Employees to exercise their right to vote. Per current state law, every Employee who is eligible to vote has the right to be absent from work for the time necessary to appear at the Employee's polling place, cast a ballot, and return to work on the day of that election, without penalty or deduction from salary or wages because of the absence. Employees must notify their supervisor at least 24 hours in advance, or as soon as possible, if they will be absent for a portion of their regular work schedule due to voting so that scheduling changes may be made if necessary. This policy applies to Employees who choose to utilize early in-person absentee voting options instead of voting on election day.

Military Leave for Employees in Active Service and Family Members: Employees absent on their annual two-week reserve or National Guard duty shall be considered on an excused leave of absence and may elect one of the following options related to their pay:

- The Employee may take their vacation and retain their military pay.
- The Employee may surrender their military pay to MCN, receive their regular salary and take their vacation at a later date.
- The Employee may take unpaid leave and retain their military pay.

An Employee called up to active duty is allowed an unpaid leave of absence to meet their military responsibilities.

Upon honorable discharge from active duty, the Employee will be allowed ninety days to apply for reinstatement to their former job. The Employee will be reinstated to the same job formerly held, or to a job that ensures no loss of status on account of the Employee's military leave, with the same duties, same level of pay, benefits and seniority had s/he not been on active military duty. Reasonable accommodation will be provided to an Employee who returns to work with a disability incurred during military leave, and disabled Employees shall have up to two years to request return to employment following military discharge. Employee benefits will not accumulate during the leave. The Employee and any insured dependents will be eligible to continue to participate in MCN's group health insurance plans during military leave, on the same terms provided to other Employees under the Consolidated Omnibus Budget Reconciliation Act.

MCN will grant up to 10 working days' unpaid leave of absence to an Employee whose immediate family member has been injured or killed while engaged in active service as a member of the United States armed forces. MCN will grant a one-day unpaid leave of absence per year to an Employee whose immediate family member has been ordered into active service in support of a war or other national emergency, for the purpose of attending a send-off or homecoming ceremony for the mobilized service member. "Immediate family member" means parent, child, grandparent, sibling or spouse or domestic partner.

Article 10. Insurance and Other Benefits

1. Health Insurance. MCN will continue to offer group medical insurance to all Employees scheduled an average of at least twenty (20) hours per week. Health insurance coverage will begin upon the Employee's application and acceptance after a qualifying period determined by the benefits provider.

During the life of this Agreement, MCN will pay no less than ninety percent (90%) of the cost of the Employee's premium portion and no less than seventy percent (70%) of the cost of the Employee's dependent coverage (including spouses and dependent children), if elected by the Employee. Coverage for part-time Employees and their dependents is prorated. Since the cost and characteristics of insurance benefits change periodically, this coverage and the portion of the premium coverage paid by MCN and Employee are subject to change.

MCN's goal is to offer plans that will allow Employees to reasonably maintain their existing healthcare relationships. As a sponsor organization, MCN participates in BenefitsMN, whose trustees make decisions on behalf of members regarding medical insurance plans. If possible, MCN will notify the bargaining unit one (1) month before the effective date of any substantial changes to the current medical insurance plans.

2. Health Savings Account (HSA). Before January 20 each year during the life of the Agreement, MCN will contribute a minimum of one thousand dollars (\$1,000) to a Health Savings Account (HSA) of each Employee enrolled in an HSA-eligible health insurance plan. The remaining MCN contribution for family coverage HSA's will be provided before June 30. An Employee may voluntarily contribute to the Employee's HSA account within IRS limits.
3. Dental Insurance. MCN will continue to offer dental insurance to all Employees scheduled an average of at least twenty (20) hours per week. Dental Insurance coverage will begin upon the Employee's application and acceptance after a qualifying period determined by the provider. During the life of this Agreement, MCN will pay seventy-five percent (75%) of the cost of the full-time Employee's premium portion and will pay fifty percent (50%) of the cost of the Employee's dependent coverage (including spouses and dependent children), if elected by the Employee. Coverage for part-time Employees and their dependents is prorated. Since the cost and characteristics of insurance benefits change periodically, this coverage and the portion of the premium coverage paid by MCN, and Employee are subject to change.
4. Vision Coverage. MCN will continue to offer the same vision insurance to bargaining unit Employees and non-union Employees. Since the costs and characteristics of insurance benefits change periodically, this coverage and the portion of the premium coverage paid by MCN, and the Employee are subject to change.

5. Benefits During Approved Medical Leaves. As long as it fits within the policies outlined by the benefits provider(s), during an Employee's approved medical leave resulting from the Employee's own serious health condition as defined in the Family and Medical Leave Act and its regulations, MCN shall reimburse the Employee for up to three (3) months of their COBRA payments subject to proof of payment, provided the Employee has worked for MCN for at least twelve (12) months at a minimum average of twenty (20) hours per week prior to the start of the leave. These monthly reimbursements shall not exceed the amount of MCN's monthly contribution toward the Employee's medical and dental insurance premiums and vision coverage.
6. Section 125 Cafeteria Plan: MCN provides access to a section 125 (flex plan) that allows Employees to pay for health care premiums, out of pocket health care expenses, dependent care, non-employer sponsored premiums, and certain transportation expenses with pretax dollars (via payroll deduction).
7. Long-Term Disability Insurance: MCN offers all active Employees working twenty (20) or more hours per week long-term disability plan benefits, upon application and acceptance after a qualifying period determined by the benefits provider. Dependents are not eligible for coverage. MCN pays one hundred percent (100%) of the Employee premium if coverage is elected by the Employee. Maximum benefit is determined by the benefits provider. At an Employee's discretion, an Employee on long-term disability insurance may supplement the benefit with accrued, unused sick and safe leave time to mitigate the gap of lost income up to the amount that equals to their normal rate of pay per pay period. Since the cost and characteristics of insurance benefits change periodically, this coverage and the portion of premium coverage paid by MCN, and the Employee are subject to change.
8. Life Insurance: MCN offers a life insurance benefit to all Employees who work an average of at least 20 hour per week, upon application and acceptance after a qualifying period.
9. 403(b) Retirement Plan: MCN offers a 403(b) Plan, which enables eligible Employees to elect to make contributions through a payroll deduction of a portion of their compensation, up to the federally allowed yearly maximum, subject to application and acceptance after a qualifying period.
 - MCN contributes three percent (3%) of the Employee's income to the 403b, and will match an additional two percent (2%) dollar for dollar, for a total potential total employer contribution of five (5%) of an Employee's income.
 - New Employees are eligible for the employer contribution and match the first of the month following six (6) months of employment. MCN will endeavor to reduce this time period to ninety (90) days during the second year of this Agreement.
10. Personal Development Fund: Each MCN Employee can be reimbursed up to two hundred dollars (\$200) per calendar year for activities related to personal growth and

development. Personal development fund reimbursements are taxable and paid through MCN's payroll system.

Article 11: Hiring

1. Any internal job posting will be sent via email to the full MCN staff before or at the same time the vacancy is posted externally.
2. Providing opportunities for Employees to advance their careers within MCN is a priority of the organization. Current Employees who have satisfied the minimal requirement, and have shown interest in a vacancy shall be given the opportunity to interview for the open position.
3. The staff union shall have the right to designate one union Employee to participate in the review of resumes and to attend interviews of candidates for the hiring of all positions within the bargaining unit. The staff union representative shall have the right to participate in the advancement of recommendations from those involved in the hiring process, and management holds ultimate decision-making authority in hiring decisions.
4. Job Offer. A formal offer of employment will include a full job description of the position, full benefits description, the agreed upon starting salary, and union eligibility.
5. Onboarding. MCN shall provide all new Employees a basic orientation within the first month of employment that covers the procedures, policies and practices of MCN's operations as well as an explanation of salary and benefits.

Article 12: New Hire Introductory Period

Each new Employee will be required to complete an introductory-period, The length of the introductory period shall be the first ninety (90) days of employment. During the introductory period, an Employee may be disciplined or discharged at the sole discretion of MCN, with or without cause, and without recourse under this agreement.

No later than sixty (60) days into the introductory period, a new Employee will receive a review of the Employee's performance to date, including specific written documentation addressing any weaknesses in skills or performance which, if not corrected, could result in discharge prior to the expiration of the Employee's introductory period.

The parties may mutually agree upon the extension of the introductory period of up to one (1) additional month.

Article 13. Employment Policies

1. Job Descriptions. Written job descriptions and union eligibility are required for all union eligible employment positions.
2. Performance Reviews. Each performance review should be a positive and interactive process whereby both MCN and the individual being reviewed receive information about their success and opportunities for improvement in meeting the responsibilities of the job, and MCN supervisors can learn about their strengths and weaknesses as a supervisor of that Employee. In general, the goal of a MCN performance review is to conduct a performance check-in to identify professional growth opportunities and assess against the organization's mission, financial, and operational goals for each Employee as frequently as needed, and at least once a year.

Article 14. Hours, Workload and Overtime

1. MCN recognizes that exempt Employees are occasionally required to work beyond forty (40) hours per week, due to the nature of the work, the demanding workload Employees carry, and the commitment of the Employees to the organization's mission. Recognizing this, and that extreme hours for long periods of time can result in a decrease in staff productivity, the parties agree that MCN will continue its practice of permitting Employees to work flexible schedules, as needed, provided such arrangements do not negatively impact MCN. Employees will communicate and work with their immediate supervisor(s) to facilitate such flexibility.
2. An Employee whose workload is such that they frequently cannot reasonably complete their job duties within normal working hours, or if the Employee believes that their workload is so burdensome that it substantially interferes with the Employee's ability to provide quality work, may request a workload review and adjustment by their immediate supervisor(s). The immediate supervisor(s) shall meet with the Employee within two (2) weeks of the Employee's request to discuss a workload review. If after this meeting the Employee continues to believe their workload will substantially interfere with the Employee's ability to provide quality work, the Employee may request additional review by the Associate Director or their designee. The additional review meeting will occur within two (2) weeks of the Employee's request.
3. Overtime Pay. A Non-Exempt Employee shall receive overtime pay at the rate of time and one half for all time worked in excess of forty (40) hours in one workweek, calculated as Monday through Sunday. Employees may not perform overtime work unless a supervisor previously authorized the overtime hours. Paid time off benefits do not count as hours worked for purposes of calculating overtime. Non-exempt Employees should work with their supervisor to establish a regular work schedule. Any hours worked that deviate substantially from this schedule must be pre-approved by the Employee's supervisor and all hours worked on behalf of MCN must be reported as

compensable time. Employees are required to accurately report their time worked and leave used. Falsification of time or leave sheets may result in disciplinary action up to and including termination of employment.

4. An Employee working more than four (4) hours in a workday will receive a thirty (30) minute paid meal break, in addition to up to fifteen (15) minutes of paid rest time for every four (4) hours or portion thereof in an Employee's workday. Because the intent of a break is to provide Employees with rest from work, break time will not be combined with a meal break in order to extend that time, nor should it be used to adjust starting and ending times. Paid meal time does not count as hours worked for purposes of calculating overtime.
5. During all hours paid by MCN, Employee will be considered a representative of the organization will not participate in external activities that puts the organization in violation of any internal or external policies (such as endorsing a political candidate).
6. Sometimes work may be distributed between available staff in the department or those with relevant experience or training. The supervisor or the Associate Director will work with the Employee who will be assigned new responsibilities to ensure workload and responsibilities are manageable and will provide adequate training and description of the additional responsibilities. The documentation may include acknowledgement of extra compensation and will include an effective start date. See Article 7 for additional compensation information.

Article 15. Organizational Communication

1. Labor Management Committee (LMC). The purpose of the Labor Management Committee (LMC) is to promote communication and increased effectiveness within the organization. The LMC is a space for the organization's staff and management to discuss, debate, and propose solutions around staff concerns and challenges beyond those addressed explicitly by this agreement.
The LMC cannot change the language of the collective bargaining agreement nor override the Management Rights Clause.

The Guild and management shall designate up to three (3) representatives each for membership on the LMC. Depending on the topic of the conversation, a different representative may be designated in each meeting. A representative of the Guild may attend LMC meetings at the bargaining unit members' discretion. The LMC will meet within sixty (60) days of the execution of this Agreement. Meetings shall be convened at mutually agreed upon dates and times.

The position of Chair of the LMC shall alternate, meeting by meeting, between a Guild-represented Employee and an MCN management representative. The Chair is responsible for assuring the meetings are scheduled, confirmed, and do take place. Additionally, the Chair is responsible for co-creating an agenda with a member of the opposite party. The

agenda should include mutually agreed upon standing agenda items and be delivered to all committee members at least one day prior to the meeting.

2. Management recognizes the Union's desire to provide input on decisions that impact them and be informed about the strategic direction and financial health of the organization. When it is in their power to do so, management will recommend that a member of the union join a committee of MCN's board as a non-voting participant (such as the finance and fundraising committee), and/or, when practicable, to join time-limited working groups that explore issues and make recommendations. A designated Employee invited to participate in a board committee will not suffer loss of pay for time spent attending these meetings.
3. Employees will be provided the proposed agenda prior to all board of directors' meetings and will be provided the same documents as contained in board packets and/or distributed to members of the board of directors during board meetings, unless the information is deemed confidential and only shared during executive sessions of the board of directors' meetings.
4. Manager Meetings Updates. An MCN manager will provide Employees with a verbal or written memo of the topics discussed and any decisions reached in MCN manager meetings during bi-monthly staff meetings and/or monthly written updates to all staff.
5. MCN management will schedule a meeting mid-year (when forecasting becomes easier) and towards fall/end of year (when budgets are finalized) to give updates that provide context and analysis about the organization's budgeting process, experience and finances. The union is encouraged to utilize some of the LMC time or schedule a meeting with management (no more than once a quarter) for any additional questions they may have about financials throughout the year.

Article 16. Discipline and Discharge

1. MCN shall not discharge or discipline any Employee without just cause.
2. Suspension Pending Investigation. MCN may place an Employee who is the subject of an investigation on a paid investigatory suspension. It is understood that such investigatory suspension does not constitute disciplinary action unless later converted to such by MCN.
3. MCN shall endeavor to offer the opportunity to have a union representative present at any investigatory interview that may lead to discipline, and where discipline will be administered. The discussion or interview shall not proceed until the union representative is given a reasonable opportunity to be present.
4. Article 5. Nondiscrimination applies to all forms of discipline and to dismissals.

5. MCN acknowledges and will comply with the personnel record requirements provided in Minn. Stat. §181.961 et. seq. MCN will comply within seven (7) working days with an Employee's good faith request to review their personnel file as frequently as every six (6) months. If an employee disputes specific information in their personnel record, and if MCN and the Employee cannot agree to remove or revise the disputed information, the Employee may submit a written statement explaining the Employee's position regarding the disputed information.

6. Progressive Discipline: The aim of discipline is to be corrective, not punitive.

Prior disciplinary actions will be considered for purposes of future discipline on a case-by-case basis, depending on the seriousness of the prior and current offense, and the age of any prior offense. Generally, warnings older than two (2) years will not be considered for purposes of future discipline, unless the prior warnings establish a pattern of misconduct for the same behavior or other extenuating circumstances.

Supervisors may utilize any form of coaching, mentoring, and support prior to launching progressive discipline.

Generally, discipline will be administered in the following order, but MCN may combine or skip steps in this process depending on the facts of each situation and the nature of the offense. At MCN's option, a first or second written warning may be in the form of a performance improvement plan ("PIP"). In addition, MCN has the option of using a PIP to support Employee development outside of the disciplinary process. In such cases, MCN will inform the Employee that the PIP is not disciplinary.

- Informal verbal warning confirmed in writing, such as by email, with the confirmation not to become a part of the Employee's personnel file.
- First Written Warning: MCN may meet with an Employee and provide the Employee with a written notice of corrective action. This is designed to ensure the Employee is aware of the seriousness of the misconduct/performance problem, and the consequences if the issue is not corrected. A record of this warning will be kept in the Employee's personnel file.
- Final Warning: MCN may meet with an Employee and provide the Employee with a final written notice of corrective action. This is to ensure the Employee is aware of the seriousness of the misconduct/performance problem and that the next step may be termination of employment. A record of this warning will be kept in the Employee's personnel file.
- Discharge. The Guild will be notified in writing within three (3) business days if a unit Employee is terminated involuntarily.

7. It is expressly understood and agreed that incidents of gross misconduct such as, but not limited to, assault, expressing intention to cause physical harm, theft, intentional destruction of property, and discriminatory harassment of clients or co-workers in violation of MCN policy, meet the standard of just cause for immediate discharge.

Article 17. 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 union 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, detailing 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 MCN. Within ten (10) business days after receiving the written grievance, MCN and the Guild representative(s) shall arrange a meeting with or without the grievant and attempt to resolve the grievance. MCN shall give management's written answer to the designated Guild representative(s) within ten (10) business days of the meeting. Failure by MCN to respond within the designated timeline will be considered a denial of the grievance.

Step 3. If as a result of the written response in Step 2, the grievance remains unresolved, upon the consent of both parties, MCN or the Guild may request in writing the mediation services of Federal Mediation and Conciliation Service within twenty-one (21) calendar days after MCN's written step 2 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). If neither side requests mediation within twenty-one (21) business days after MCN's written step 2 answer is due, the grievance is eligible for step 4 in the grievance process. Likewise, if either or both parties do not consent to mediation, the grievance will proceed to step 4.

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 take turns striking 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.

Any time limits in this Article may be waived or extended by mutual agreement between the parties.

Access to all information necessary to the determination and processing of a grievance shall be made available to all participants.

Nothing in this Article of the Agreement shall be interpreted as denying any Employee the Employee's legal rights.

Article 18. Workplace Culture

1. Dress Code. There shall be no unreasonable and costly dress code established by the MCN. Employees are expected to dress in a manner that is professional when representing MCN to outside stakeholders.
2. Children in the office. MCN acknowledges that its Employees hold broader roles beyond their professional work, including caregiving for children and that various life events arise where guardians may need to be with their child(ren) during MCN business hours (8:30a-4:30p). In such cases, the Employee will notify their supervisor as soon as possible and will work with their supervisor to decide the best course of action for the day in order to balance the needs of the Employee, their child(ren), and the organization, including a plan for delegation of work if needed.

Circumstances in which Employees want to bring children into the workplace during MCN's business hours (8:30a – 4:30p) generally fall into the following acceptable categories:

- a) In the event of an unpredictable situation.
- b) Brief visits (*e.g.*, an Employee brings their child, grandchild, or other minor relative in to introduce that child to coworkers).
- c) Specific events that are employer-sanctioned and at which attendance by children is encouraged (*e.g.*, Take Your Child to Work Day).

Abuse of policy: Children are not to be brought to the workplace on a regular basis in lieu of childcare

Article 19: Professional Development

Professional development is the continuous process of acquiring new knowledge and skills that relate to one's professional job responsibilities, or work environment. It plays a key role in maintaining trained, informed, and motivated Employees, regardless of job classification.

In 2023, MCN will develop and implement a transparent policy for Employees to request paid time off and reimbursement of expenses to participate in educational opportunities related to an Employee's current or anticipated work with MCN. An Employee desiring to enhance skills, knowledge and/or ability to perform tasks relevant to their existing positions may request specific training. The policy will include the opportunity for an Employee to seek and receive information pertaining to any denial of a request for professional development with their supervisor.

Article 20: Layoffs

1. Notice. In the event of a layoff, MCN shall give the Employee and the Guild a minimum of two (2) weeks' notice, or two (2) weeks' pay in lieu of notice. Employees may be expected to work throughout the layoff notice period.
2. Laid-off Employees who have worked for MCN more than twelve (12) months shall receive severance of two (2) week's pay. This will be in addition to payout of accrued unused vacation and minimum of two (2) weeks of notice or pay in lieu of notice thereof. Management retains the right to award a greater amount.
3. After a period of twelve (12) consecutive months of employment for MCN, an Employee who is laid off from employment and returns as an Employee of the organization within twelve (12) months of their termination, shall receive credit for past service in the computation of pay and benefits.
4. Recall. Employees laid off shall be on a recall list for one (1) year. During that time, Employees on the recall list shall be recalled for positions for which they are qualified. An Employee shall have seven (7) calendar days from recall notice by valid email address or the postmarked date of certified mail, to notify MCN of the Employee's intention to return to work. It is the responsibility of the Employee to ensure MCN has the most updated contact information after layoff.
5. MCN will consider offers of voluntary separation from Employees in the department(s) that will be affected by reduction in force decisions before involuntarily laying off Employees. MCN may accept or reject such offer in its sole discretion. Employees whose voluntary separation offer is accepted shall receive the same severance payment as if they had originally been selected, in addition to any payout of accrued unused vacation they would otherwise have received, and any other amounts owed. The number of voluntary resignations accepted shall count toward the number of Employees to be reduced.
6. MCN may offer an enhanced separation package to Employees who have been laid off.

Article 21. Safety and Health

MCN agrees to provide a safe and healthy work environment. MCN will make reasonable efforts to provide space on-site for Employee break periods and private on-site space for prayer.

MCN shall be responsible for providing Employees with the resources and equipment necessary to do their work.

Article 22. Successorship

This Agreement shall be binding upon the parties hereto and shall be binding upon any successors or assignees by merger, consolidation, or otherwise of either party.

Article 23. Savings Clause

In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a court of competent jurisdiction, such invalidation shall apply only to those portions so invalidated, and all remaining portions of this Agreement not invalidated shall remain in full force and effect.

Article 24. No Strike, No Lockout

MCN shall not declare any lockout during the life of this Agreement and the Union shall not cause, call, or permit any strike, walkout, slowdown, sympathy strike, or other work stoppage at MCN.

Article 25. Duration of Agreement

The contract term will be from the date of ratification of the Agreement through December 31, 2025.

This agreement shall be automatically renewed, on a yearly basis, thereafter unless either party shall notify the other at least sixty (60) days prior to the expiration date that it desires to modify the Agreement. In the event such a notice is provided, the Agreement shall remain in effect during the period of negotiations.

[Signature page follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of signature.

EMPLOYER or MCN:

Minnesota Council of Nonprofits,

Date: 01 / 06 / 2023

By: 

Nonoko Sato

Executive Director

Its: _____

Date: 01 / 06 / 2023

By: 

Kari Aanestad

Associate Director

Its: _____

GUILD or UNION:

Minnesota Newspaper and Communications Guild, TNG-CWA Local 37002 chartered by The NewsGuild-CWA (AFL-CIO), on behalf of the bargaining unit of eligible employees of MinnPost that it represents

Date: 01 / 06 / 2023

By:  Candace Lund

Date: 01 / 06 / 2023

By:  Ileana Mejia

Date: 01 / 06 / 2023

By:  Sierra St. John

Date: 01 / 06 / 2023

By: Jessica Wysong Jessica Wysong

Exhibit A: MCN Remote and Hybrid Work Policy for Staff

Minnesota Council of Nonprofits (MCN) Remote and Hybrid Work Policy for Staff

POLICY STATEMENT

Remote and hybrid work arrangements may be used to allow staff members to fulfill some or all of their duties from a location outside of MCN's St. Paul office (employees must primarily reside in the state of Minnesota, unless the Associate Director or Human Resources Manager has approved an exception). Enabling remote and hybrid work is a strategic business decision, in addition to being a benefit for staff members, and is consistent with MCN's institutional goals, including:

- intentionally creating inclusive and accessible spaces, and
- working to end disparities in power, money, access, and resources within the nonprofit sector

This policy aims to:

- Create a highly engaged, equitable, diverse, and inclusive workforce.
- Attract and retain staff members by providing a work environment that is supportive, productive, and flexible.
- Sustain a highly collaborative culture.
- Empower decisions that prioritize both organizational needs and staff member preferences.
- Reduce our environmental impact.

For these reasons, MCN supports the use of remote and hybrid work arrangements and flexible scheduling when appropriate and when in alignment with the needs of the teams or departments. Such arrangements must be approved by the team supervisor in consultation with the HR manager and is subject to ongoing and periodic review. The determination of staff member eligibility for remote and hybrid work will be made in accordance with this policy and the needs of the organization and the team unit.

This policy relates to an employee's *primary* work location. Decisions about in-person work in locations other than the MCN office or an employee's remote/home office should be made in conjunction with the employee's supervisor.

WORKSPACE DEFINITIONS

When considering primary work location, three models at MCN include:

- **Office-first:** The staff member's primary workspace is located in MCN's St. Paul office.
- **Hybrid:** The staff member works partly in the St. Paul office and partly from home or another remote location.
- **Remote-first:** The staff member's primary workspace is at home or another remote location. Remote workers will not be assigned a permanent workspace in MCN's St. Paul office.

The MCN office will maintain several different types of workspaces, including:

- **Dedicated workspace:** Workspace that is assigned to a specific staff member. These will be prioritized for office-first workers.
- **Shared workspace:** Workspace that is shared on a schedule by designated staff members. These will be assigned to hybrid workers.
- **Hoteling workspace:** Temporary workspace that is provided to remote workers visiting the MCN office

Workspace assignments will be continuously evaluated and employees may be reassigned a workspace based on organization or team needs.

REMOTE AND HYBRID WORK – POSITION ELIGIBILITY

Supervisors, in conjunction with the HR Manager, are responsible for determining if positions are eligible to be remote or hybrid based on their team's operational needs.

Typically, if all of the duties can be accomplished at an equal or higher level at remote location, the position may be appropriate for either remote or hybrid work. If a significant portion (but not all) of the duties can be accomplished at an equal or higher level at a remote location, the position may be appropriate for hybrid work. The frequency of required in-office work for a particular position will be decided by the appropriate supervisor.

Expectations for timely completion of work, meeting attendance, responsiveness, and other performance criteria are the same for remote, hybrid, and in-office staff members. Supervisors and teams are expected to apply the same performance standards to staff members regardless of work location.

REMOTE AND HYBRID WORK – STAFF MEMBER ELIGIBILITY

Before determining if a staff member is eligible for remote and/or hybrid work, the supervisor and HR Manager should first determine position eligibility (see above). If a position is determined to be eligible, the supervisor should next evaluate if a staff member can complete their job functions through a remote or hybrid work schedule. Consultation with HR is required

when more than one staff member holds the same position but not all staff members have been determined to be eligible for remote and hybrid work.

When evaluating remote or hybrid work eligibility, supervisors and teams should consider specific position requirements, needs of the team, any existing performance concerns, and whether a staff member can optimally perform the job duties of the position while working remotely. Additionally, teams must ensure that any proposed remote work arrangements are conducted consistent with applicable regulations and policies.

Unless explicitly agreed to in writing, a remote or hybrid work staff member's terms and conditions of employment are the same as those of in-office staff, including required compliance with all MCN policies and applicable federal and state law while working remotely.

REMOTE AND HYBRID WORK ARRANGEMENTS

Staff members may be considered for remote or hybrid work only if the following criteria are met: (1) their position is eligible for hybrid and remote work; and (2) their supervisor agrees that hybrid and remote work is appropriate for the individual. All remote and hybrid work arrangements should be evaluated on an ongoing and periodic basis to ensure that the individual's quality of work, efficiency, and productivity are not compromised by work location. The employee should continue to receive regular performance evaluations in accordance with MCN policies regardless of work location.

WORK SCHEDULES AND ATTENDANCE

Schedules or work hours for office, hybrid, and remote work may vary depending on business needs and will be determined through consultation with and approval by supervisors.

Regardless of hybrid or remote work arrangements, staff members may be required to work in person for MCN events as needed. In-person attendance may also be required for certain all-staff gatherings such as retreats.

Decisions regarding scheduling and attending meetings in person or virtually should be primarily based on optimizing outcomes and not on personal preferences for remote work. However, the decision to have in person meetings should also be driven by a value around connection and/or a desire to engage the content in a different way.

REMOTE WORKSPACE ARRANGEMENTS

All remote and hybrid staff members are responsible for having their own designated remote workspace. MCN assumes no responsibility for injuries that occur as a result of activities that do not arise primarily out of and in the course and scope of employment. The HR Manager should be notified of any workspace injuries immediately.

MCN will provide equipment required for essential job functions such as a computer, keyboard/mouse, docking station, headset, and monitor, but is not required to purchase multiple sets of equipment for hybrid work staff members. MCN will provide a stipend (see section below) to remote and hybrid staff that can be applied towards the purchase of additional equipment and supplies for a remote office.

Internet connectivity for remote offices is the responsibility of staff members working remotely. Staff members should work with their internet service provider to resolve any issues.

Staff members are responsible for maintaining the security of MCN data while working remotely. Staff members should protect such data through appropriate physical and electronic methods, such as the use of locked file cabinets/desks, use of password-protection, and other measures appropriate for the job duties and workspace.

REMOTE WORK STIPEND

MCN will provide a monthly stipend of \$75 for remote-first workers and \$35 for hybrid workers that can be applied towards any individual expenses incurred working from home. This can include internet plans, energy costs (heating, cooling, electric), additional home equipment not used exclusively for work purposes (printers, routers, wireless range extenders, etc.), and home office supplies.

This stipend will be a taxable benefit processed via payroll.

Any equipment or supplies needed *exclusively* for performing the employee's job duties will be provided by MCN. Any purchase of equipment or supplies for work purposes must be approved by the supervisor and the operations manager.

REMOTE EMPLOYEES NOT BASED IN TWIN CITIES METRO

Employees not based in the Twin Cities Metro area, who do not have the option of using a workspace at MCN's primary office in St. Paul, will be given the choice of (1) locating office space, or (2) working from home. MCN will cover rental costs of office space, with approval by supervisors, for those who choose option 1, and supplies and equipment for that office will be provided by MCN. Employees who choose to work from home will be given a monthly stipend of \$75 as described above.

Exhibit B: MCN Phone Policy

Policy

MCN will implement a cloud-based phone system that will allow employees to make and receive calls from their computers. Employees who often travel for work may, in the course of their duties, need to use a smart phone (I.e. to place and receive calls, receive driving directions to a location, etc.). Employees who think they have a business need for use of a mobile phone must receive authorization from their supervisor, and may be given the choice of

1. Using a smart phone provided by MCN, or
2. Receiving a monthly stipend (in addition to any stipend provided for home office expenses) to apply to business usage of their personal phone.

Eligibility

An employee is eligible for the stipend if at least one of the following criteria is met:

- The job function of the employee requires considerable time outside of their assigned office or work area and away from their computer, and it is important to MCN that they are accessible during those times;
- The job function of the employee requires frequent access to applications on mobile devices, such as navigation programs.

It is possible that employees may require business usage of their personal phone for only limited periods of time (for example, during legislative sessions). Employees may be eligible to request a phone stipend in these cases, but employees must outline a finite range of time for which they are requesting the stipend and gain supervisor approval.

Procedures

If an employee meets the eligibility requirements as outlined above and has discussed and gained approval from their supervisor, they can submit a request by completing and signing the form at the end of this document. The employee must indicate whether they would like to be supplied with a mobile phone purchased by MCN or receive a stipend to apply to business usage of their personal phone. Approved requests must be submitted to the Finance Manager.

The stipend will be paid at a fixed rate of \$40 per month. The stipend is neither permanent nor guaranteed, and will not equal or exceed the monthly cost of the employee's service plan. By accepting the stipend for mobile phone usage the MCN employee agrees that the value of the stipend as a percentage of the total monthly bill will not exceed the percentage of time the employee uses the phone for [political activities as defined by the IRS](#). MCN reserves the right to review and adjust or cancel the stipend amount at its discretion, as necessary.

Once approved, the stipend will be processed through payroll and will count as a taxable benefit.

Each supervisor is responsible for determining employee phone needs and assessing each employee's continued eligibility for a phone stipend.

Employee Responsibilities

Employees who receive mobile phone stipends are responsible for purchasing a mobile device and establishing a service contract with the phone provider of their choice. The contract is in the name of the employee, who is solely responsible for all payments to the service provider. The employee purchases service and equipment; determines plan choices, service levels, calling areas, service and features; and accepts termination clauses and payment terms. The employee may, at their own expense, add extra services or equipment features, as desired.

If there are problems with mobile phone service, the employee is expected to work directly with their provider for resolution. Support from MCN is limited to issues involving integration with MCN's cloud phone system. MCN is not responsible for repairs or replacement of personal mobile devices.

An employee receiving a stipend must submit with their request a copy of their monthly plan charges and a description of business-related use to determine if the amount of compensation is appropriate.

Employees are expected to delete all MCN data from their personal mobile devices when their employment with MCN ends, except when required to maintain that data in compliance with a litigation hold notice.

Employee Certification

I certify that I have read, understand, and agree to the Mobile Phone Policy and my responsibilities under the policy.

- I would like to receive a smart phone provided by MCN.
- I would like to receive the monthly stipend of \$40 to apply to business usage of my personal phone.
- I am requesting a temporary stipend of \$40/month for business usage of my personal phone.
 - Dates: _____ to _____

If choosing the stipend, I further certify that the funds will be used toward expenses that I incur for mobile phone usage for business purposes.

Please describe the business purposes that require your usage of a mobile phone:

Employee Name: _____

Date: _____

Job Title: _____

Stipend Amount: _____

Personal Phone Number: _____

Wireless Carrier: _____

MCN Phone Number (if hosted): _____

Employee Signature

Date

Supervisor Signature

Date

Operations Manager or Associate Director Signature
(or their designee)

Date

Title	Signing the Initial Union Contract at MCN
File name	MCN-Guild Initial CBA 2023-2025.docx
Document ID	85357756e1883e1c8930567b63bae37f5c1a556a
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



01 / 06 / 2023
16:54:58 UTC

Sent for signature to Nonoko Sato (nsato@minnesotanonprofits.org), Kari Aanestad (kaanestad@minnesotanonprofits.org), Ileana Mejia (imejia@minnesotanonprofits.org), Jessica Wysong (jwysong@minnesotanonprofits.org), Sierra St. John (sstjohn@minnesotanonprofits.org) and Candace Lund (candace@mnguild.org) from candace@mnguild.org
IP: ~~85.X.28.X.253~~



01 / 06 / 2023
16:55:11 UTC

Viewed by Candace Lund (candace@mnguild.org)
IP: ~~65.X.26.X.253~~



01 / 06 / 2023
16:55:45 UTC

Signed by Candace Lund (candace@mnguild.org)
IP: ~~65.X.26.X.253~~









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17:01:01 UTC

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 SIGNED	01 / 06 / 2023 17:07:02 UTC	Signed by Kari Aanestad (kaanestad@minnesotanonprofits.org) XXXXXXXXXX
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 VIEWED	01 / 06 / 2023 18:48:40 UTC	Viewed by Ileana Mejia (imejia@minnesotanonprofits.org) XXXXXXXXXX

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18:49:20 UTC

Signed by Ileana Mejia (imejia@minnesotanonprofits.org)
~~XXXXXXXXXX~~



01 / 06 / 2023
19:10:34 UTC

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~~XXXXXXXXXX~~



01 / 06 / 2023
19:13:42 UTC

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19:13:42 UTC

The document has been completed.