

COLLECTIVE BARGAINING AGREEMENT

between

Minnesota Newspaper & Communications Guild – TNG-CWA Local 37002

and

Minnesota Council of Nonprofits

January 1, 2026 through December 31, 2029

TABLE OF CONTENTS

Table of Contents	1
Preamble	2
Article 1. Recognition	2
Article 2. Information	3
Article 3. Union Security Clause.....	4
Article 4. Management Rights Clause.....	4
Article 5. Promotion of Diversity and Protection Against Discrimination	5
Article 6. Employee Classifications	7
Article 7. Hiring	8
Article 8. New Hire Introductory Period.....	8
Article 9. Employment Policies	9
Article 10. Organizational Communications	10
Article 11. Hours, Workload and Overtime	11
Article 12: Paid Time for Union-Related Activities	12
Article 13. Expenses.....	13
Article 14. Feedback Occasions	14
Article 15. Performance Management & Progressive Discipline.....	15
Article 16: Confidentiality of Employee Records.....	17
Article 17: Layoffs & Recall	17
Article 18. Salary and Wages	18
Article 19. Paid Time Off.....	19
Article 20. Insurance and other Benefits.....	25
Article 21. Grievance Procedure.....	28
Article 22. Successorship	29
Article 23. Savings Clause	29
Article 24. No Strike, No Lockout.....	29
Article 25. Duration of Agreement	29
Signature Page.....	30
Appendix A: MCN Remote and Hybrid Work Policy for Staff	31
Appendix B: MCN Phone Policy	35
Appendix C: Dues Deduction Authorization Form.....	38
Appendix D: Professional Development Policy.....	39

PREAMBLE

This Agreement is made and entered into on January 1, 2026, 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. 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.

Hereafter, “**MCN**” shall refer to the organization as a whole; “**Employer**” shall refer to MCN management; “**Employee**” shall refer to bargaining unit Employees; and “**employee**” shall refer to all MCN employees.

SECTION I: UNION/MANAGEMENT RIGHTS & RESPONSIBILITIES

ARTICLE 1. RECOGNITION

1. Included Employees. This agreement covers all full-time and regular part-time Employees; excluding all interns, temporary employees, professional employees, managers, and supervisors, as defined by the National Labor Relations Act. Confidential employees with regular access to confidential information relevant to labor relations, 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. The parties agree that supervising no more than 1.0 FTE paid intern(s) annually does not render the employee an excluded "supervisor."
 - a. As of the date of ratification of this Agreement, the Employer and the Guild agree that the positions, based on the existing job descriptions, in the bargaining unit include, but are not limited to:
 - i. Administrative Coordinator;
 - ii. Communications Coordinator;
 - iii. Finance and Database Coordinator;
 - iv. Program and Accessibility Coordinator;
 - v. Regional Representatives;
 - vi. Research Analyst (Minnesota Budget Project);
 - vii. Policy Analyst (Minnesota Budget Project);
 - viii. Engagement and Content Manager (Minnesota Budget Project);
 - ix. Public Policy Manager;
 - x. Research Manager

- b. The Employer and the Guild agree that the following positions are excluded from the bargaining unit:
 - i. President & CEO;
 - ii. Vice President;
 - iii. BenefitsMN Director;
 - iv. Finance & Administration Director;
 - v. Director of Public Policy and Research;
 - vi. Organizational Development and Engagement Director;
 - vii. Deputy Communications Director;
 - viii. Director (Minnesota Budget Project);
 - ix. Deputy Director (Minnesota Budget Project);
 - x. Communications Director (Minnesota Budget Project);
 - xi. Human Resources Manager;
 - xii. Membership Manager;
 - xiii. Operations Manager;
 - xiv. Program Manager.

- c. Nothing in this provision shall be construed to require the Employer to maintain these positions at all times.

- 2. Notice to Guild. The Employer will give notice to the Guild of any of the following:
 - a. Change(s) to job title(s) of Employees listed above;
 - b. Changes in job responsibilities that would affect eligibility as defined in section 1 of this Article;
 - c. Creation of any new positions during the term of the Agreement.

- 3. Designations of New Positions. If the Employer creates during the term of this Agreement a new position that the Employer asserts should be excluded from the bargaining unit, the Guild may initiate discussions with the Employer 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 submitted to the National Labor Relations Board for determination in accordance with the Board's normal procedures and applicable legal standards for making such a determination, or to a mutually agreed upon third party.

ARTICLE 2. INFORMATION

- 1. Annual Information. The Employer 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. The Employer 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. Membership in Guild. All Employees covered by this contract shall be required to join 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. Information. The Employer shall provide all unit Employees, both current and new hires, with the membership and dues deduction forms provided by the Guild (reference Appendix C). Upon an Employee's 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 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 the Employer 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. Access to CBA. The Employer agrees to provide electronic copies of the collective bargaining agreement to all new hires. A union representative (determined by the union team) will meet with all new union hires within sixty (60) days of their employment to provide information about the union at MCN and walk through this Agreement. This onboarding meeting is considered a union-related activity, and subject to Article 12: Paid Time for Union-Related Activities.

ARTICLE 4. MANAGEMENT RIGHTS CLAUSE

1. Except as set forth in other provisions of this Agreement, the Employer shall have 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's rules, policies and regulations; and take actions deemed necessary by the Employer to carry out its responsibilities, including in situations of emergency.

2. 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 the Employer's management practices. In the exercise of these rights, the Employer shall be the sole judge of all factors involved in the decision. Neither the failure of the Employer 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 the Employer's discretion.
3. Notwithstanding this clause, the Employer agrees that whenever practicable, it will invite an Employee onto 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.

SECTION II: EMPLOYEE RELATIONS

ARTICLE 5. PROMOTION OF DIVERSITY AND PROTECTION AGAINST DISCRIMINATION

1. Non-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 the Employer 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.
 - a. Pursuant to the Employer's Whistleblower Policy, no Employee shall 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.

2. Anti-Harassment Policy. The Employer 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.

3. Sexual Harassment. “Sexual harassment” has been defined as:
 - a. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
 - i. Submission to such conduct is made a term or condition, either explicitly or implicitly, of an individual’s employment.
 - ii. Submission to or rejection of such conduct by an individual is used as a factor in decisions affecting that individual’s employment; or
 - iii. 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.
 - b. If an Employee believes that they are being subjected to harassment, it is recommended that they speak directly with the HR Department (or if needed, escalate to the Vice President and/or the President & CEO) promptly after an incident to determine a course of action or follow the grievance procedure outlined in Article 21: Grievance Procedure.

4. Disability Accommodation. The Employer 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, the Employer 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.
 - a. 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.
 - b. The term "reasonable accommodation" may include:
 - i. making existing facilities used by Employees readily accessible to and usable by individuals with disabilities; and
 - ii. 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.

5. Religious Accommodation. The Employer 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 the Employer 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.
6. Accommodations for Pregnant Employees. Pregnant Employees have the right to request and receive reasonable accommodations, which may include, but are not limited to, more frequent or longer breaks, seating, limits to heavy lifting, temporary transfer to another position, temporary leave of absence or modification in work schedules or tasks. The Employer cannot require an Employee to take a leave or accept any accommodation.
7. Accommodations for Nursing Employees. The Employer 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. The Employer 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 their milk to avoid confusion for other employees who may share the refrigerator.

ARTICLE 6. EMPLOYEE CLASSIFICATIONS

1. 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).
 - a. **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.
 - b. **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.
 - c. **Non-Benefit Eligible Part-Time Employees** are Employees who are regularly scheduled for less than twenty (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 19.6: Sick & Safe Time, and also earn paid vacation, holiday, and personal time off.

- d. **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 17).

ARTICLE 7. HIRING

1. Notification. 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. Opportunity to Interview. 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. Hiring Process. The staff union shall have the right to designate one (1) 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 the Employer 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. Employer 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. For union onboarding, see Article 3: Union Security Clause.

ARTICLE 8. NEW HIRE INTRODUCTORY PERIOD

1. 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 the Employer, with or without cause, and without recourse under this agreement.
2. Initial Performance Review. 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.

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

ARTICLE 9. EMPLOYMENT POLICIES

1. Job Descriptions. Written job descriptions and union eligibility are required for all union eligible employment positions.
2. 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. The Employer has developed and implemented 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. See Appendix D: Professional Development policy.
3. Safety & Health. The Employer strives to provide a safe and healthy work environment. The Employer will make reasonable efforts to provide space on-site for Employee break periods and private on-site space for prayer.
4. Equipment & Resources. The Employer shall be responsible for providing Employees with the resources and equipment necessary to do their work.
5. Dress Code. There shall be no unreasonable and costly dress code established by the Employer. Employees are expected to dress in a manner that is professional when representing MCN to outside stakeholders.
6. Children in the Office. The Employer 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.
 - a. 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:
 - i. In the event of an unpredictable situation.
 - ii. Brief visits (e.g., an Employee brings their child, grandchild, or other minor relative in to introduce that child to coworkers).
 - iii. Specific events that are employer-sanctioned and at which attendance by children is encouraged (e.g., Take Your Child to Work Day).
 - b. Abuse of policy: Children are not to be brought to the workplace on a regular basis in lieu of childcare.

ARTICLE 10. ORGANIZATIONAL COMMUNICATIONS

1. Labor Management Committee (LMC). The purpose of the 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.
 - a. The LMC cannot change the language of the collective bargaining agreement nor override the Management Rights Clause.
 - b. 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. Meetings shall be convened at mutually agreed upon dates and times.
 - c. 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 agenda items and be delivered to all committee members at least one day prior to the meeting.
2. Union Input. The Employer 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, particularly when considering whether to conduct layoffs. A designated Employee invited to participate in a board committee will be paid for time spent attending these meetings.
3. Board of Directors Transparency. 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. Organizational Updates. 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.

Statement of Intent

MCN values clear and consistent communication with team members regarding this Agreement, with the goal of staff-wide awareness of the ways this Agreement may impact their teams and compliance with this Agreement. MCN will accomplish this through an educational program about the CBA during an attendance-required All-Staff meeting before March 31 of each year of this Agreement, co-designed and co-hosted by the HR Department & union Employees.

ARTICLE 11. HOURS, WORKLOAD AND OVERTIME

1. Exempt Employee Flexibility. The Employer 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 the Employer 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. Workload Review. 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 HR Department 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. Breaks. 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. Conduct. 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. Adjustment of Duties. Sometimes work may be distributed between available staff in the department or those with relevant experience or training. The supervisor or the HR Department 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 18: Salary and Wages for additional compensation information.

ARTICLE 12: PAID TIME FOR UNION-RELATED ACTIVITIES

1. Purpose. MCN endeavors to identify and allocate paid time for Employees' participation in union-related activities, while maintaining the effective operation of the Employer. Paid union time under this Article supports transparent communication, labor-management collaboration, and the orderly administration of the collective bargaining relationship.
2. Meetings with Employer. Employees will be granted paid time to participate in negotiations and for union representatives to participate in meetings with the Employer related to this Agreement.
3. General Annual Bucket of Paid Union Time. Each calendar year, the Employer shall provide a general annual bucket of paid time for union-related activities equal to one (1) hour per month per Employee, calculated and aggregated across the bargaining unit. This general bucket may be used by Employees for union-related activities.
4. Steward Annual Bucket of Paid Union Time. Each calendar year, the Employer shall provide a separate steward-specific bucket of paid time equal to five (5) hours per month, calculated and aggregated across all designated stewards regardless of the number of designated stewards. Steward bucket hours may be used solely for steward-related duties and responsibilities.
5. Use and Administration of Paid Union Time. Paid time under this Article shall:
 - a. Be used only for union-related activities not prohibited under Article 11: Hours, Workload, and Overtime;
 - b. If overtime or other schedule adjustments may be necessary, they are subject to the same procedures and standards that apply in Article 11: Hours, Workload, and Overtime;

- c. Be scheduled in a manner that seeks to minimize disruption to Employer operations, consistent with operational needs and staffing requirements; and
 - d. Union Steward(s) will track and manage both of these buckets of time annually and provide general information about the use of this time (such as the number of hours used and general themes of how time was spent) to the LMC biannually.
6. Unused Hours. Unused hours in either bucket shall not carry over from one calendar year to the next.

Statement of Intent

The Parties acknowledge that, during the Interest-Based Bargaining (IBB) process in 2025, they engaged in discussion regarding standards and principles related to paid union time for participation in negotiations.

The Parties state their mutual intent to revisit these standards and conversations within the LMC prior to the next cycle of collective bargaining negotiations, for the purpose of evaluating union Employees' paid time to participate in negotiations and identifying potential improvements or adjustments.

ARTICLE 13. EXPENSES

1. Reimbursement of Expenses. MCN shall reimburse reasonable and necessary expenses incurred in carrying out job responsibilities. Expenses that are not included in the original board-approved budget must be pre-approved by the Employee's supervisor or the Finance and Administration Director. See MCN Financial Procedures Manual for additional information.
2. Remote and Hybrid Work. The MCN Remote and Hybrid Work Policy for Staff, attached as Appendix A, is incorporated into this Agreement.
3. Mobile Phones. The MCN Phone Policy, attached as Appendix 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 (1) night away from home, the Employee shall be given the option of receiving a per diem based on the General Services Administration (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. Notice. Where practicable, an Employee will be given two (2) weeks' notice ahead of any required travel.

ARTICLE 14. FEEDBACK OCCASIONS

1. Values. MCN values timely, direct, and solution-focused feedback that creates positive working relationships within and across departments. The goal of Feedback Occasions is to provide structured opportunities for Employees and Supervisors to give and receive feedback about work plans, working relationships, individual and team successes, opportunities for growth, and existing interpersonal and system challenges. The overarching intent of feedback exchange is maintaining productive work relationships and co-creating the conditions for MCN's collective success.
2. Annual Work-Plan Evaluation. Each year, MCN Employees will receive information about their success and opportunities for improvement in meeting the responsibilities of the job. In general, the goal of a MCN work-plan evaluation is to conduct a performance check-in to identify professional growth opportunities and assess in relation to the organization's mission, financial, and operational goals for each Employee. At this time, the Employee has the option of providing written feedback to their immediate Supervisor, the Supervisor has an opportunity to offer a written response, and both will be included as a part of the Supervisor's annual evaluation and included in their personnel file. The Employee has the option of sharing that written feedback with their immediate Supervisor's supervisor.
3. Quarterly Check-Ins with Supervisor. Upon the Employee's request, their Supervisor will set up quarterly meetings to assess their working relationship, including the annual evaluation. This meeting can include work-plan check ins, but is more geared to understanding the working relationship, what supports are needed, what needs are or are not being met, and how strengths and weaknesses are affecting the whole. This assessment allows for both Supervisors and Employees to address concerns and will be used to inform annual evaluations.

Statement of Intent

Conflict Mediation Process: The Employer affirms its intent to establish and implement a conflict mediation process for Employees designed to support constructive resolution of workplace challenges by December 31, 2026. This process will provide Employees with a confidential and equitable means to

bring forward and address conflicts involving their immediate Supervisor or other employees across MCN. The Employer intends to include at least one (1) Employee as a participant in any committee or working group established to create this process. The mediation process will emphasize open communication, mutual respect, and collaborative problem-solving.

ARTICLE 15. PERFORMANCE MANAGEMENT & PROGRESSIVE DISCIPLINE

The Employer is committed to fostering a workplace rooted in learning, collaboration, support, accountability, and respect. The purpose of corrective action and progressive discipline is to provide clear feedback and reasonable opportunities for Employees to correct performance issues or behavioral concerns, when such opportunities are warranted. This process is designed to ensure fairness, transparency, and a supportive approach to Employee success while maintaining high-quality performance standards across the organization.

1. Just Cause. The Employer shall not discharge or discipline any Employee without just cause. The Employer will endeavor to ensure discipline shall be implemented with fair notice, equal treatment, and proportional action.
2. Suspension Pending Investigation. The Employer in its sole discretion 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 discipline unless later converted to such by the Employer.
3. Union Representative. An Employee shall be given the opportunity to have a Union representative present at performance interviews about that Employee or any meeting that may result in discipline for that Employee, where progressive discipline will be administered, and in all grievance meetings. Any such meeting shall not be unreasonably delayed in the event a Union representative is unavailable.
4. Non-Discrimination. Article 5: Promotion of Diversity and Protection Against Discrimination applies to all forms of discipline and discharge.
5. Documentation. All steps in the discipline process will be documented and maintained in the Employee's personnel file, in accordance with MCN's document retention policies and applicable law.
6. Employee Records. The Employer acknowledges and will comply with the personnel record requirements provided in Minn. Stat. §181.961 et. seq. The Employer will notify Employees within seven (7) working days whenever items relating to discipline are added to their personnel files and 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 the Employer 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.

7. Prior Discipline. Prior discipline will be considered for purposes of future discipline on a case-by-case basis, depending on the seriousness of the prior and/or current offense, and the age of any prior offense. 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.
8. Performance Management.
 - a. **Supervisor Coaching and Support**

The first step in addressing performance or conduct concerns is direct, timely communication between the supervisor and the Employee. The supervisor will provide feedback, clarify expectations, offer coaching, and identify resources or support needed to improve performance. The goal at this stage is to engage collaboratively to resolve concerns early and constructively, and that the Employee would be open to such feedback, expectations, coaching, and resources or support.
 - b. **Performance Interview with the HR Department**

If the concerns with performance or behavior persist or the issue warrants additional support, the supervisor and Employee will meet with the HR Department. This meeting will review the concerns, set clear expectations for improvement, and discuss next steps. The HR Department may recommend additional training, clarification of duties, or additional resources. The Employer will provide the Employee with a brief written summary of the performance interview in a timely fashion. Following this meeting or at any time during employment, the Employer may develop and implement a Performance Improvement Plan (PIP) outlining specific expectations, measurable objectives, and a timeline for improvement.
9. Gross Misconduct. It is expressly understood and agreed that incidents of gross misconduct meet the standard of just cause and may warrant skipping one or more steps outlined below, including proceeding to immediate termination. Examples of gross misconduct include but are 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.
10. Discipline Process. While the Employer strives to follow a consistent discipline pathway, each situation is evaluated based on the individual circumstances. The aim of discipline is to be corrective, not punitive. The right to assign discipline is at the sole discretion of the Employer.
 - a. **First Written Warning**

If performance or conduct concerns continue or the Employee does not satisfactorily meet the expectations of the PIP, the Employer may issue a First Written Warning. This written notice is designed to ensure the Employee is fully aware of the seriousness of the misconduct and will describe the ongoing issues, reiterate expectations, and outline potential consequences if concerns remain unaddressed. Depending on the nature of the concerns, the Performance Interview and/or PIP may be considered a First Written Warning, and the supervisor will explicitly inform the Employee as such.
 - b. **Final Written Warning**

If issues persist after the First Written Warning, the Employer may issue a Final Written

Warning. This step will emphasize that continued lack of improvement may result in termination.

c. Termination of Employment

If the Employee does not demonstrate sustained improvement following the Final Written Warning, or if the Employee refuses or fails to meet the essential requirements of their position, the Employer may terminate employment.

ARTICLE 16: CONFIDENTIALITY OF EMPLOYEE RECORDS

The Employer is committed to protecting and safeguarding against improper disclosure of employee records. Additionally, the Employer will only collect personal information that is required to pursue its business operations and to comply with government reporting and disclosure requirements. Additional information is available in MCN's Confidentiality of Employee Records policy.

ARTICLE 17: LAYOFFS & RECALL

1. Notice. In the event of a layoff, the Employer 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. Severance. 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. Credit for Past Service. 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 the Employer of the Employee's intention to return to work. It is the responsibility of the Employee to ensure the Employer has the most updated contact information after layoff.
5. Voluntary Separation. The Employer 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. The Employer 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. Separation Package. The Employer may offer an enhanced separation package to Employees who have been laid off.

SECTION III: WAGES, PTO & BENEFITS

ARTICLE 18. SALARY AND WAGES

1. Minimum Salary and Minimum Hourly Wage. Effective on the first full pay period in January 2026, the minimum annual full-time salary for all bargaining unit positions will be \$54,000 and the minimum hourly pay rate will be \$25.96.
2. Annual increases: Effective on the first full pay period in January 2026, each bargaining unit Employee shall receive a three percent (3%) 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 three percent (3%) increase to base pay or hourly rate of pay. The minimum full-time salary will increase as follows:

Position	2026	2027	2028	2029
Grade 7	\$54,000	\$55,620	\$57,288	\$59,007

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

3. 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, the Employer 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). The Employer seeks to limit the use of overtime.
 - c. Upon the determination of the above, the Employer 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 forty (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 the Employer in terms of if their original position description needs modification in addition to examining the salary band.
4. Pay Equity Review. An Employee can request a pay equity review process as described in MCN's compensation philosophy and provide supporting evidence for their request. An Employee can make this request no more frequently than once a year. No particular outcome of such review shall be presumed or implied.
5. During the term of this Agreement, if the wages of Employees fall below the 50th percentile (median) for comparable positions at comparably sized and geographically located organizations, as determined by the most recent MCN Biennial Salary & Benefits Survey, either party may initiate by written notice a reopener of the Agreement with the sole topic of wages and/or salary structures.

Upon written notice, the parties shall meet within forty-five (45) days to bargain in good faith. The determination of whether wages fall below the 50th percentile shall be based on the applicable job classification(s), organizational size category, and geographic region as defined in the MCN Biennial Salary & Benefits Survey in effect at the time the re-opener is invoked.

ARTICLE 19. PAID TIME OFF

1. Holidays. All Employees receive the following paid holidays each year:
- New Year's Day
 - Martin Luther King Jr. Holiday
 - Presidents Day
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Indigenous People's Day
 - Veterans Day
 - Thanksgiving Day
 - Day after Thanksgiving Day
 - December 25th
- a. 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).

- b. 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.
 - c. An Employee may exchange a paid holiday listed above for any other holiday of their choosing with approval from their supervisor at least two (2) weeks prior to the exchanged holiday.
2. Summer Hours. At its sole discretion, the Employer may grant the last Friday of each summer month off with pay (“Summer Hours”). In any summer the Employer offers Summer Hours 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 Hours. Approval may be denied based on MCN’s needs.
 3. Week-long Office Closures. The Employer will observe a paid office closure of one (1) business week (Monday through Friday) during the summer (May – August) of each year of this contract, which may include a federal holiday or Summer Hours day. With consideration of feedback from all staff and operational needs, the Employer will, in its ultimate discretion, determine the exact dates of this closure and communicate those dates with all staff by January 31 of the calendar year in which the closure will take place.

Statement of Intent

MCN recognizes that there is an opportunity to re-examine its current policies on organization-wide office closures and paid time off to ensure they effectively balance the broader organizational goals of mutual care, shared rest, maintaining mission impact, and meeting business objectives specifically during the winter. Based on this, MCN will create a space for all staff to consider an approach to organization-wide rest during the winter months by March 31, 2027 for potential implementation the following winter. Parties acknowledge that options generated during interest-based bargaining of 2025 may be considered as part of this conversation.

4. Personal Days. Each bargaining unit Employee shall receive two (2) personal days to be used in each calendar year. These days are granted automatically upon hire, are renewed each January 1, 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 of hours worked. Unused personal days are not paid out upon termination of employment. Personal days can be used for any purpose.
5. Vacation.
 - a. Full-time MCN employees will accrue a maximum of twenty-two (22) days of vacation a year, or 6.8 hours per pay period; vacation accrual for regular part-time MCN employees is pro-rated according to hours worked.
 - b. The Employer 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 an Employee becomes benefit eligible.

- c. 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, the Employer 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 HR Department, or their designee.
- d. 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. The Employer 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.
- e. The Employee's supervisor must approve scheduled absences and the Employee should request such leave as soon as possible, with a minimum of two (2) weeks in advance. It is the policy of MCN to encourage each Employee to utilize their allotted vacation time.
- f. A maximum of eighty (80) hours will be allowed to be carried over from one calendar year to the next. All other accrued vacation time will be forfeited at the end of the fiscal year, with a grace period of three months (March 31st) for calendar year 2026. Thereafter, the grace period will be eliminated.
- g. An Employee cannot interchange or exchange their own vacation time and sick and safe time unless permitted by the HR Department.
- h. Employees will be paid for unused accrued vacation time, up to a maximum of forty (40) hours, upon separation of employment.

6. Sick and Safe Time.

- a. The Employer will provide paid sick and safe time to all Employees in compliance with all applicable federal, state, and municipal leave laws. An Employee is entitled to use earned sick and safe time for the following reasons:
 - i. 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.
 - ii. 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.
 - iii. 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.
- iv. 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.
 - v. 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.
 - vi. 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.
- b. 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 (7) days' notice. The Employer reserves the right to request verification documentation for any absence exceeding three (3) consecutive days, or if the Employer reasonably suspects misuse of earned sick and safe time.
 - c. Full-time Employees will accrue up to eighty (80) hours of paid sick and safe time during each calendar year. For all other Employees, paid sick and safe time will be pro-rated at a proportional rate. 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.
 - d. 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. All earned sick and safe time in excess of 780 hours will be donated to the Earned Sick and Safe Time Bank. The Employer will not pay out accrued and unused paid sick and safe time upon separation of employment or for any other reason.
 - e. The Employer 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. The Employer 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 ninety (90) days, the Employee will have up to eighty (80) hours of their previous sick and safe time balance restored.
 - f. The Employer will not interfere with, restrain, or deny the exercise of, or attempted exercise of, any right protected under applicable law. The Employer prohibits any discipline, discrimination, retaliation, or adverse employment action of any kind against an Employee because they requested or have taken leave for any reason protected under applicable law or have 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.
7. Sick and Safe Time Bank.
- a. The Employer maintains an Earned Sick and Safe Time Bank (ESST Bank) to provide additional support for Employees who need extended leave.

- b. The ESST Bank may be funded in two ways:
 - i. Automatic Transfer: If an Employee's ESST balance exceeds the maximum cap of 780 hours, any hours above the cap will be automatically transferred into the ESST Bank.
 - ii. Voluntary Donation: Employees may voluntarily donate ESST to the ESST Bank under the following rules:
 - (I) Donations must be made in eight (8) hour increments;
 - (II) Donors must retain at least forty (40) hours of ESST after the donation;
 - (III) Only ESST may be donated; vacation and personal leave may not be donated; and
 - (IV) The Employer will offer an ESST donation opportunity once annually beginning in the first quarter of 2026, or at additional times as determined by the Employer.
 - c. The qualifying reasons for the use of the ESST Bank shall follow the same allowable reasons outlined in MCN's ESST policy. Use of the ESST Bank also requires prior review and approval from both the Employee's supervisor and the HR Department, based on verification of eligibility and available ESST Bank hours. The Employer may require written medical documentation from the Employee's treatment provider or other documentation as permitted by the law to verify the qualifying need for ESST Bank usage.
 - d. The order of leave usage is as follows:
 - i. Employees must exhaust all of their accrued ESST before accessing the ESST Bank.
 - ii. If an Employee's situation qualifies for leave under Article 19.9 Paid Family Medical Leave, the Employee must also exhaust all available leave under Article 19.9 before accessing the ESST Bank.
 - iii. If the requested ESST hours are not used by the recipient for the reason which prompted the request, it will be re-credited to the ESST Bank.
8. Compassionate Leave.
- a. All Employees shall be granted up to five (5) working days with pay (pro-rated per their regular schedule and/or hours worked per week) due to a death in their immediate family or a person of significance in the Employee's life. "Person of significance" is defined as a person who is close family or is someone who is very important in their life or their family.
 - b. The Employer may provide additional paid compassionate leave depending on an Employee's individual circumstances, not to extend beyond five (5) working days.
 - c. The Employer 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). The Employer retains the right to seek documentation if more than three (3) compassionate leaves are requested and/or an Employee seeks more than fifteen (15) working days of compassionate leave within one calendar year.
9. Paid Family & Medical Leave.

Statement of Intent:

The Parties acknowledge that Minnesota state law changes effective 1/1/26 and MCN is in the process of finalizing a new Paid Family & Medical Leave (PFML) policy. The new policy will include the following details: the serious health conditions that qualify an Employee for PFML as identified in state law, PFML will be provided at no cost to the Employee, and the Employee will be paid 100% of normal rate of pay for the duration of the leave. Once this policy is fully approved by the state of Minnesota, the Parties will create an MOU to add MCN's new PFML policy as an appendix to this Agreement.

10. Leave Without Pay. At the discretion of the HR Department 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 their supervisor. Employees do not earn vacation or sick and safe time during periods of leave without pay. Except where required by law, seasonal, temporary, and special workers are not eligible for leaves of absence.
11. 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 the Employer 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.
12. Jury Duty. The Employer 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 the Employer 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 (2) weeks of jury duty.
13. Time Off to Vote. The Employer 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, using paid time. Employees must notify their supervisor at

least twenty-four (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 also applies to Employees who choose to utilize early in-person absentee voting options instead of voting on election day.

14. Military Leave for Employees in Active Service

- a. 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:
 - i. The Employee may take their vacation and retain their military pay.
 - ii. The Employee may surrender their military pay to MCN, receive their regular salary and take their vacation at a later date.
 - iii. The Employee may take unpaid leave and retain their military pay.
- b. An Employee called up to active duty is allowed an unpaid leave of absence to meet their military responsibilities.
- c. Upon honorable discharge from active duty, the Employee will be allowed ninety (90) 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 they 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 (2) 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.

15. Sabbatical

Statement of Intent

The Employer affirms its intent to engage in a transparent, inclusive, and interest-based approach to the development of MCN's sabbatical policy anticipated for 2026. The Employer intends to include at least one (1) Employee from the bargaining unit as a participant in any committee or working group established to develop a sabbatical policy for MCN and meaningfully consider their perspective(s).

ARTICLE 20. INSURANCE AND OTHER BENEFITS

1. Health Insurance.

- a. The Employer will continue to offer group medical insurance to all Employees scheduled an average of at least twenty (20) hours per week.
- b. Health insurance coverage will be effective as of the Employee's date of hire, contingent upon the Employee submitting a completed application and acceptance by the benefits provider.

- c. During the life of this Agreement, the Employer 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 pro-rated.
 - d. Since the cost and characteristics of insurance benefits change periodically, this coverage and the portion of the premium coverage paid by the Employer and Employee are subject to change.
 - e. The Employer'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, the Employer 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, the Employer will contribute a minimum of \$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.
- a. The Employer 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.
 - b. During the life of this Agreement, the Employer 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 pro-rated.
 - c. Since the cost and characteristics of insurance benefits change periodically, this coverage and the portion of the premium coverage paid by the Employer and Employee are subject to change.
4. Vision Insurance. The Employer will continue to offer vision insurance to Employees. Vision insurance is offered as a voluntary benefit, and the full premium is paid by the Employee. Since the costs and characteristics of insurance benefits change periodically, the coverage offered is subject to change.
5. Benefits During Approved Unpaid Family and Medical Leaves.
- As long as it fits within the policies outlined by the benefits provider(s), during an Employee's approved unpaid leave taken for reasons eligible under MCN's Earned Sick and Safe Time or Medical and Family Leave Policies, the Employer 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 the Employer's monthly contribution toward the Employee's medical and dental insurance premiums. This provision does not apply to leaves taken under Article 19.10: Leave Without Pay.

6. Section 125 Cafeteria Plan. The Employer 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.
 - a. The Employer offers all active Employees working twenty (20) or more hours per week long-term disability plan benefits, which is effective as of the Employee's date of hire, contingent upon the Employee submitting a completed application and acceptance by the benefits provider.
 - b. Dependents are not eligible for coverage.
 - c. The Employer pays one hundred percent (100%) of the Employee premium. Maximum benefit is determined by the benefits provider.
 - d. 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 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 the Employer and the Employee are subject to change.
8. Life Insurance. The Employer offers a life insurance benefit to all Employees who work an average of at least twenty (20) hours per week, which is effective as of the Employee's date of hire, contingent upon the Employee submitting a completed application and acceptance by the benefits provider.
9. 403(b) Retirement Plan. The Employer 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 the qualifying period.
 - a. The Employer 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 potential total employer contribution of five (5%) of an Employee's income.
 - b. New Employees are eligible for the employer contribution and match the first of the month following three (3) months of employment.

Statement of Intent

MCN will, in the second year of this Agreement, explore the feasibility of removing the 90- day waiting period for 403b Employer contribution and match, and increasing the Employer match from two percent (2%) dollar for dollar to three percent (3%), for a total potential Employer contribution of six percent (6%) of an Employee's income.

10. Personal Wellbeing Fund. Each MCN Employee can be reimbursed \$200 per calendar year for activities related to personal growth and wellbeing. Personal wellbeing fund reimbursements are taxable and paid through MCN's payroll system.

SECTION IV: CONTRACT ADMINISTRATION

ARTICLE 21. GRIEVANCE PROCEDURE

1. 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, the resolution of grievances.
 - a) 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.
 - b) 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 the Employer. Within ten (10) business 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 management's written answer to the designated Guild representative(s) within ten (10) business days of the meeting. Failure by the Employer to respond within the designated timeline will be considered a denial of the grievance.
 - c) Step 3. If, as a result of the written response in Step 2, the grievance remains unresolved, upon the consent of both parties, the Employer or the Guild may request in writing the mediation services of Federal Mediation and Conciliation Service, or agreed upon comparable organization, within twenty-one (21) calendar days after the Employer'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 the Employer'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.
 - d) 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.

- e) Any time limits in this Article may be waived or extended by mutual agreement between the parties.
- f) Access to all information necessary to the determination and processing of a grievance shall be made available to all participants.
- g) Nothing in this Article of the Agreement shall be interpreted as denying any Employee the Employee's legal rights.

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

The Employer 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, 2029.

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,



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 the Minnesota Council of Nonprofits that it represents.



Sierra St. John (Jan 16, 2026 13:10:48 CST)



Jackie McNeil (Jan 16, 2026 12:28:45 CST)



Haleigh Sinclair (Jan 16, 2026 12:54:55 CST)



Emily Steinmetz (Jan 16, 2026 14:20:18 CST)



Allana Olson (Jan 16, 2026 12:08:14 CST)

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 Vice President, Finance and Administration 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.

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 Finance and Administration Director Signature (or their designee)

Date

APPENDIX C: DUES DEDUCTION AUTHORIZATION FORM

To: Minnesota Council of Nonprofits

ASSIGNMENT AND AUTHORIZATION TO DEDUCT UNION MEMBERSHIP DUES

I hereby assign to the Minnesota Newspaper & Communications Guild from any salary or wages earned or to be earned by me as your employee, an amount equal to all union initiation fees, dues and assessments lawfully levied against me by the union for each payroll period following the date of this assignment as certified by the Minnesota Newspaper & Communications Guild.

I hereby authorize and request you to check-off and deduct such amounts from each payroll period for which such initiation fees, dues and assessments are levied and the union so notified you, from any earnings then standing to my credit as your employee, and to remit the amount deducted to the Minnesota Newspaper & Communications Guild.

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 union, 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 yourself and the union, whichever period shall be shorter, unless written notice of its revocation is given by me to yourself and to the union by registered mail, or delivered to the union office in person, 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 collective agreement between yourself and the union, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which you receive it.

Date

Employee's Signature

Print Name

APPENDIX D: PROFESSIONAL DEVELOPMENT POLICY

Approved by MCN's Board of Directors on 10/5/2023

The Minnesota Council of Nonprofits (MCN) seeks to provide meaningful employment that builds relevant skills and experiences and supports career growth beyond MCN. MCN additionally strives to advance the strategic objectives of the organization by investing in the professional development of all employees. Professional development is the continuous process of acquiring new knowledge and skills that relate to one's professional responsibilities, or work environment. It plays a key role in cultivating trained, informed, and motivated employees. MCN recognizes that work performance is vital to the success of the organization, and when employees feel valued and invested in, they are motivated to perform their best and achieve great things for MCN and the nonprofit sector

Objective

The purpose of this policy is to outline the pathways by which employees can access professional development opportunities that increase their skills and enhance their contributions to the organization.

Eligibility

Regular full-time and part-time, and long-term temporary employees who are benefits eligible are eligible for MCN to directly pay for professional development costs approved by the organization. Eligible full-time employees are also entitled to up to four working days of professional development per year (roughly 32 hours annually or one day per quarter), to be approved at the discretion of management and the organization needs. The number of working days for professional development available to part-time employees is pro-rated.

Definition of Professional Development Activities:

It is the responsibility of the employee, with support and guidance from their supervisor, to seek out opportunities that will enhance the employee's career development and in line with their current role and the organization's mission. Activities approved for direct pay must (1) maintain or improve existing job skills, or (2) meet the requirements necessary for the employee to perform their current duties, and/or (3) increase the employee's contribution to the organization.

Professional development can be obtained through participation in workshops, seminars, educational courses or webinars, mentorship with direct supervisor or other professionals in the field, intentional network development, board service at another nonprofit organization, and/or subscriptions for journals, books, and digital resources. MCN provides over 100 workshops and conferences every year on a broad range of perennial and responsive topics related to nonprofit professional development, which are available to MCN employees for free. Employees are encouraged to review upcoming workshops at <https://www.minnesotanonprofits.org/events> and build them into one's professional development plan. Contact MCN's program and accessibility assistant to register.

Examples of professional development uses include:

- Training on nonprofit finances offered by Propel Nonprofits (\$75)
- Book on convergent facilitation (\$30)
- Training on collaborative decision-making by Nonprofit Quarterly (\$70)
- MCN virtual workshop series: A to Z of human resources (free for MCN employees)
- Network development opportunities through local professional associations such as the Twin Cities Society for Human Resource Management, Association of Fundraising Professionals MN Chapter, and the Grant Professionals Association Upper Midwest Chapter (often free; some networking and educational events charge \$25-\$50)

Please Note: Conference attendance, travel, membership fees to professional organizations, continuing education required to retain credentials essential to an MCN position, and licensing fees are considered a direct program expense determined in the annual budgeting cycle and are outside of the scope of this policy.

Process: Employees, in partnership with their supervisor, work to develop a professional development plan as a part of their individual work plan every year. It is recommended that requests for professional development activities be outlined in that plan and/or included within the employee's mid-year evaluation.* Requests under \$200 and/or have no financial cost but require employee time to participate can be approved by direct supervisors and considered as opportunities arise.

The following must be reviewed and approved of by the Human Resources Manager:

- Requests that exceed \$200;
- Requests for an individual employee once their cumulative use of professional development funds exceeds \$200 in a calendar year.

*The Human Resources Manager reviews requests for professional development at two key times a year: after the submission of annual individual work plans and mid-year evaluations. Requests for professional development will be considered outside of those times but funding may be less available. After ensuring eligibility and affordability of activities, the Human Resources Manager will follow up with the employee and their supervisor to confirm or deny approval.

Employees may seek information pertaining to any denial of a request for professional development, and the Human Resources Manager and/or supervisor will aim to provide feedback within two weeks of a request.

Internal Equity

MCN commits to a transparent process for reviewing and investing in professional development funds. The criteria used to weigh competing requests are:

- Alignment with MCN strategic priorities
- Advancement of departmental goals
- Consideration of past opportunities awarded to individuals and departments

- Prioritization of staff who have otherwise limited opportunities to participate in professional development.

MCN encourages staff to share learnings and insights from their professional development with relevant staff when appropriate to do so, aligned with our organizational value for learning through:

- deepening our expertise on the topics and issues that matter most to nonprofits, and our ability to share in accessible and engaging ways
- being generous with information for the purpose of strengthening our own advocacy on behalf of the nonprofit sector and the communities they serve
- demonstrating curiosity, humility, and transparency about our learnings on a wide spectrum of perspectives and approaches and acknowledging we do not have all the answers

This benefit is subject to periodic review by the Personnel Committee of the MCN Board, and funds for this benefit will be determined each fiscal year by the Executive Director, Associate Director, and MCN Board.