LABOR AGREEMENT

BETWEEN

THE MINNESOTA JUDICIAL BRANCH

AND THE

MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT EMPLOYEES' UNION, LOCAL NO. 320

REPRESENTING

CLERICAL, ADMINISTRATIVE AND TECHNICAL EMPLOYEES IN THE FIRST AND SEVENTH JUDICIAL DISTRICTS

EFFECTIVE JULY 1, 2023 THROUGH JUNE 30, 2025

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ARTICLE 1 PURPOSE OF AGREEMENT

This Agreement is entered into between the Minnesota Judicial Branch hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320, hereinafter called the Union.

It is the intent and purpose of this Agreement to:

1.1 Establish Procedures.
Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and

1.2 Written Record.
Place in written form the parties' agreement upon the terms and conditions of employment for the duration of the Agreement.

ARTICLE 2 RECOGNITION

2.1 Recognize Union.
The Employer recognizes the Union as the exclusive representative, under Minn. Stat. § 179A.03, Subdivision 14, for:

> All clerical, administrative and technical Employees employed by the Minnesota Judicial Branch within the First and Seventh Judicial Districts under Minn. Stat. § 179A.03, Subd. 14, excluding supervisory, confidential and all other employees.

2.2 Threshold for Inclusion in Unit.
To be covered by this Agreement, Employees must work fourteen (14) or more hours per week or thirty-five (35) percent of the normal work week in the Employee's bargaining unit and be employed sixty-seven (67) or more working days in any calendar year. Employees shall be placed in the bargaining unit as soon as the Employer or its designee(s) anticipates that they will work sufficient hours and days to be eligible for bargaining unit inclusion.

ARTICLE 3 DEFINITIONS

3.1 Union.
Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.

3.2 Union Member.
A member of the Union.

3.3 Employee.
A member of the exclusively recognized bargaining unit.

3.4 Employer.
The Minnesota State Court Administrator.

3.5 Union Officer.
Officer elected or appointed by the Union.

3.6 Probationary Period.
All Employees shall serve a probationary period of six (6) months.

3.7 Steward.
An Employee designated by the Union for the purposes of communicating with the Employer on matters of interest to either party and performing assigned duties as may be otherwise specified in this Agreement.

3.8 Designee.
The district court, judicial district and state court administrators, supervisors and managers who represent the Employer in the administration of the Agreement.

3.9 Temporary Employee.
A temporary Employee is an Employee appointed to a position that lasts six (6) months or less, or for the length of time necessary to fill a vacancy created by a leave of absence. Temporary employees whose assignment exceeds six months, who are not filling in for a leave of absence, shall be the subject of a discussion between the employer and the union.

ARTICLE 4 EMPLOYER AUTHORITY

4.1 Retention of Rights.
It is recognized and agreed that, except as expressly modified by this Agreement, the Employer retains all inherent managerial rights necessary to operate and direct the affairs of the Employer and its District Courts and Judicial Districts in all various aspects.

4.2 Named Rights.
These rights include but are not limited to the right to determine policy, functions and programs; determine and establish budgets; utilize technology; relieve Employees due to lack of work or other legitimate reasons; determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; and select and direct personnel.

4.3 Reservation of Rights.
Any terms of employment not specifically established or modified by this Agreement shall remain exclusively within the discretion of the Employer to modify, establish or eliminate.

4.4 Work Rules.
The Employer and/or its Designees, may establish and enforce reasonable work rules that are not in conflict with the provisions of this Agreement. Such rules shall be applied and

enforced without discrimination. The Employer shall discuss, and upon request, meet regarding the changes in new or amended work rules with the business agent or local steward, explaining the need therefore, and shall allow the Union reasonable opportunity to express its views prior to placing them in effect. Work rules will be labeled as new or amended and shall be posted on appropriate bulletin boards as far in advance of their effective date as possible.

ARTICLE 5 EMPLOYER SECURITY

5.1 Strike Prohibition.

The Union agrees that during the life of this Agreement it will not cause, encourage, participate in or support any strike, slowdown or other interruption of or interference with the normal functions of the Employer.

ARTICLE 6 UNION SECURITY

6.1 Dues Deduction.

The Employer agrees to deduct from the wages of Employees who authorize such deduction in writing an amount necessary to cover union dues. Such deduction shall continue in effect until cancelled by the employee through the union. Such monies shall be remitted as directed by the Union. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken or as a result of a request of the Union under the provisions of this Article,

6.2 Steward Selection.

The Union may designate Employees from the bargaining unit to act as Stewards and shall inform the Employer in writing of such choice and changes in the position of Stewards and/or alternates. Any Employee purporting to have steward status who has not been designated as such in writing by the Union shall not be recognized as a steward by judicial district administration until such time as the Union notifies it in writing of the Employee's designation as a steward and/or alternate.

6.3 Bulletin Boards.

The Employer shall make space available on the Employee bulletin boards in each of the regional offices for posting union notices and announcements. The Union agrees not to post materials that advocate any course of action contrary to the provisions of the Agreement nor shall any posting contain material of a partisan, political, derogatory or inflammatory nature.

6.4 Union Stewards.

The Employer agrees that Employees designated as Union Stewards under Article 6.2 of this Agreement shall be allowed a reasonable amount of duty time annually to attend to Union matters as designated by the Union in addition to the other Steward's activities as provided for in this Agreement, provided that the Steward has notified and received the approval

of the Employer or designee and that such activity does not unduly interfere with their normal duties or the duties of other Employees.

6.5 No Lock Out.
No lock out shall be instituted by the Employer and/or its designees during the term of this Agreement.

6.6 New Member Orientation.
When a new hire starts employment, the designated Union Representative (county steward) may schedule a new member orientation with that new hire for up to thirty (30) minutes. If an in-person orientation is not feasible, the orientation may be conducted by electronic means.

ARTICLE 7 PROBATIONARY PERIODS

7.1 Application of Probation.
The probationary period is an extension of the examination process. It provides an opportunity for the Employer or designee to evaluate and the Employee to demonstrate whether the Employee can perform the duties and fulfill the responsibilities of the position satisfactorily.

7.2 Required Probationary Period.
An Employee shall be required to complete a probationary period, demonstrated by written documentation completed by the immediate supervisor, in order to attain permanent status. Temporary Employees do not serve a probation or obtain permanent status while temporary.

7.3 Length of Probationary Period.
All Employees shall serve a probationary period of six (6) months. At the discretion of the Employer or its designee, a probationary period may be extended for up to three (3) months after notifying the Employee and Union.

7.4 Computation of Time on Probation.
The probationary period begins on the day of appointment and includes all time in the probationary position but not time on layoffs or unpaid leaves exceeding ten (10) consecutive work days.

ARTICLE 8 VACANCIES, SENIORITY/LAYOFF AND RECALL

8.1 Vacancies Defined.
A vacancy is defined as a position which the Employer elects to fill on a permanent basis. The Employer, or its designee, has the right to assign and reassign duties among Employees in a position within the court in a county, including the right to reassign duties of an unfilled position in the county, without creating a vacancy.

8.2 Job Posting Procedure.
Whenever a vacancy occurs within the bargaining unit, the Employer shall post the description

of the vacancy on the Court's website for a minimum of five (5) business days. The posting description shall be dated and shall contain the name of the class, a general description of the duties, the qualifications for the position, the work area of the position, the normal hours of work, the initial days off and the salary range. A copy of the posting shall be sent via e-mail to court administrators and designated union stewards.

8.3 Transfer.
Permanent and probationary Employees shall be eligible to request transfer to any vacancy in the judicial district for which they are qualified as determined by the Employer. Eligible Employees may request transfer to a posted vacancy by submitting a written application to the designee of the Employer, which must be received by the closing date and time of the posting to receive consideration. Probationary employees who transfer shall commence a new probationary period upon the date of transfer.

An Employee who is on approved vacation in excess of seven (7) calendar days, may, in advance of their vacation, submit a request for transfer for individual vacancies posted during their absence. Such request for transfer shall be valid for the period of the absence or four (4) weeks, whichever is less. The Employee shall be responsible for submitting the request for transfer to the designee of the Employer who is responsible for the posting.

8.4 Filling Positions.
Vacant positions shall be filled as follows:

A. **Recruitment.** The method to be followed in recruiting applicants shall be determined by the Director of Human Resources for the Minnesota Judicial Branch.

B. **Determination of Qualifications.** The determination as to whether a person is qualified for appointment to the vacancy shall be made by the Employer or its designee after review and verification of the applicant's academic credentials, work experience, examination results if required, and any other pertinent information.

C. **Request for Transfer.** Selection of Employees to fill a posted vacancy shall be subject to the following condition:

(1) Prior to filling the vacancy, the Employer or its designee must give consideration to the senior qualified bargaining unit Employee in the First and/or Seventh Judicial Districts based on total state seniority who has requested transfer [meaning to a position in the same or equal class] or promotion [to a higher class] to the vacant position in their bargaining unit.

(2) If the senior qualified Employee is not offered the position, the employee may request within five (5) business days in writing specific job qualifications not met. That document shall not go into the employee's official personnel file.

(3) If not filled as stated above, the Employer or designee may use any other method to fill the position.

(4) Exceptions. The provisions of this Section shall not apply to the following types of vacancies:

a. Vacancies to be filled by recall from lay-off.

b. Vacancies to be filled by the Employer or designee's reassignment of an Employee whose position has been abolished due to lack of work, lack of funds, or other reasons without reference to incompetence, misconduct, or other behavioral considerations.

c. Vacancies to be filled by reassignment of an Employee for reason of temporary disability or other health-related condition, including reasonable accommodations required by law. Employees requesting transfer to a vacancy, shall be notified orally or in writing, of the acceptance or rejection of their request in a timely manner.

d. Vacancies outside the county of the Employee's employment which the Employee volunteered to fill on a temporary basis which later becomes vacant and to which the volunteering Employee requests permanent reassignment.

8.5 Effects of Reclassification and Changes in Position Classification on the Filling of Positions.

When the classification of the position has been changed as a result of changes over a period of time in the kind, responsibility, or difficulty of the work performed in a position, changes in the organizational structure of an agency, or abrupt changes in the duties and responsibilities of the position, such positions shall be considered vacant under the provisions of this Article.

The decision of the Employer or its designee on the reclassification of any position shall not be subject to the grievance and arbitration provisions of this Agreement.

An Employee who is demoted as a result of a reclassification shall have their name placed on the total court seniority and in-office layoff lists from the class from which they was reclassified.

The Employer shall provide the Union with information about reclassification of bargaining unit Employees.

8.6 Reassignment.

A. **Within a County.** The Employer, or its designee, has the right to assign and reassign

duties among Employees in a position within a county.

B. **Between Counties – Temporary.** In the event that the Employer finds it necessary to temporarily reassign Employees from one court location to another within the same judicial district, the Employer shall first seek volunteers who are willing to assume the duties of the position for a temporary period of time in another court office within the judicial district. In the event that the Employer is unable to fill the position(s) on a temporary basis with volunteers, the Employer shall assign the least senior Employee qualified to perform the position duties in the court office needing assistance for the duration of the temporary assignment which shall not exceed six (6) months. An Employee assigned to work at an office [county] other than their regular office within the judicial district shall be able to have travel time be part of the normal work day and be reimbursed for expenses per the Employer's Travel and Reimbursement policy.

C. **Between Counties – Permanent.** In the event that the Employer finds it necessary to permanently reassign an employee from one office to another in the same judicial district, it shall first seek volunteers. In the event that the Employer cannot fill the vacancy with volunteers, the least senior employee qualified to perform the position's duties shall be reassigned. Permanent reassignments shall only occur where the new work location is within thirty five (35) miles of the employee's current work location. The Employer shall not mandate such a reassignment, without the employee's consent, where it would result in the loss of previously elected county benefits or a reduction in hours.

8.7 Seniority Defined.

Seniority shall be defined as follows:

A. **Total State Seniority.** Total State Seniority shall be the Employee's length of continuous service for the Employer or its designees from the most recent date of employment, re-employment or reinstatement. Total State Seniority for Employees transferring directly to State employment under Minn. Stat. § 480.181 shall include credit for the leave accrual date verified by the County Auditor for the county from which the Employee is transferring. Total State Seniority shall be used for vacation accrual purposes and transfers pursuant to 8.4 C (1) only.

B. **Total Court Seniority.** Total Court Seniority shall be the Employee's total length of service for the Employer or its designees in a district court, judicial district, appellate or other body of the Minnesota Judicial Branch while being a member of the bargaining unit. Total Court Bargaining Unit Seniority shall be the only criteria used for in-office and district-wide bumping.

C. **In-Office Seniority.** In-Office Seniority shall be the Employee's length of continuous service for the Employer or its designee from the most recent date of employment in a current state court office [typically "county"].

Where two employees within Judicial Districts 1 and 7 have identical seniority dates, the following will determine their seniority:

The last four digits of the employee's social security number will be used to break the "tie." The employee whose last four digits of their social security number is the larger number will be the employee with the most seniority.

8.8 Termination of Seniority Rights.
Seniority rights under the Agreement shall terminate under the following conditions.

A. Termination of employment.

B. Layoff in excess of a period equal to an Employee's total state seniority but not more than three years.

C. Failure to return from recall.

D. Death.

8.9 Seniority Rosters.
The Employer or its designee shall maintain rosters of in-office seniority, total court seniority and total state seniority which will be updated and posted every twelve (12) months or as needed. The seniority roster will also be sent to the Union Business Agent. Employees have sixty (60) calendar days from the date of initial posting to notify the Employer or its designee of any disagreement on the seniority roster. Thereafter, appeals must be filed with the Employer or its designee within thirty (30) calendar days of the date of posting and are limited to changes since the previous posting.

8.10 Layoff.

A. **Defined.** The Employer or its designee may layoff an Employee by reason of abolition of the position, shortage of work or funds, or because of a material change in the duties or organization of a work unit, or other reasons outside the Employee's control which do not reflect discredit on the Employee.

B. **Loss of Bargaining Unit Status.** A reduction in hours of a less than full-time Employee which would place the Employee outside the bargaining unit shall constitute a layoff and shall be implemented in accord with the provisions of this Article.

C. **Labor-Management Meet and Confer.** When the Employer or its designee initiates a planning process or a management study which is anticipated to result in multiple layoff(s) in the court office or judicial district, the Employer will meet and confer with the Local Union Principal Officer, and the Union Business Representative during the decision-planning phase and during the implementation planning phase. The Employer and the Local Union shall, upon

request of either party, enter into negotiations regarding the impact upon the bargaining unit of the decision to implement a layoff plan. Subjects of this negotiation may include, but are not limited to, the following subjects:

- -- Length of layoff notice.
- -- Job and retraining opportunities.
- -- Alternative placement methods.
- -- Early retirement options.
- -- Bumping/Vacancy Options for Employees to preserve their insurance eligibility or contributions; and
- -- Other methods of mitigating layoff and their effect on Employees.

Should the parties come to some agreement related to these topics, the parties shall reduce the agreement to a Memorandum of Understanding. The parties agree that failure to execute a memorandum covering the multiple layoff does not prevent implementation of the layoff.

8.11 Permanent Layoff.
Determination of position(s). The Employer or its designee shall determine the position(s) in the class and office which is to be eliminated.

8.12 Advanced Notice.
In the event of permanent layoff in the bargaining unit becomes necessary, the Employer shall notify the Union Business Agent of the classifications, and number of positions to be eliminated at least forty-five (45) calendar days, whenever practical, but at least thirty (30) calendar days prior to the effective date of the anticipated layoff. At least thirty (30) calendar days prior to the effective date of the layoff, the Employer shall give written notice of the layoff, including the reason(s) therefore, and the estimated length of the layoff, to all affected Employee(s) and to the Union Business Agent. The Employer or its designee may establish a date, no more than seven (7) calendar days prior to the effective date of the layoff, by which Employees must choose the layoff option they will exercise. This date shall be indicated in the written notice of layoff, if the designee has elected to establish a cutoff date.

8.13 Layoff Notification.
The Employer or its designee shall send a layoff notice to the Employee stating the position to be eliminated. At the Employer's or its designee's discretion, an Employee under notice of permanent layoff may continue in payroll status for up to two calendar weeks of paid leave, ending at the date of layoff. Such leave shall not be subject to application and reinstatement provisions.

Upon request, the Employer or its designee shall provide an Employee on layoff who has received notice of layoff with assistance in searching for state court employment.

8.14 Procedure.
The procedures for layoff shall be as follows:

A. **Options.** The Employee in the position to be eliminated shall either:

(1) Accept layoff; or

(2) Accept a reduction in hours or a salary savings leave under Article 14 if offered by the designee; or

(3) Bump the least senior bargaining unit Employee in their pay band, or a lower pay band, in their court office on the basis of Total Court Seniority, provided the Employee exercising the bump meets the minimum qualifications to perform the duties of the job involved; or

(4) Accept a vacancy in the same or an equal pay band within forty (40) miles of the Employee's place of work if qualified for the position and provided that the vacancy has been posted on a bargaining unit basis and that the Employee noticed of layoff is the senior Employee who has applied, using total court seniority within their respective district bargaining unit. If the vacancy referenced in this provision is available to the Employee, it must be accepted by the Employee, or the Employee shall be laid off; or

(5) Bump the least senior bargaining unit Employee in the judicial district in the Employee's pay band by exercising total court seniority, if the Employee meets the minimum qualifications for the position. If there is no less senior employee in the same pay band, the Employee may bump into a pay band as close to their present pay band as is available by bumping the least senior employee in a lower pay band by exercising total court seniority within their respective district bargaining unit, if the Employee meets minimum qualifications for the position; or

(6) Accept layoff as a result of having exhausted the above-stated options at the time of layoff.

B. **Limitations.** Employees are not required to exercise their seniority by bumping or filling vacant positions if such action requires them to change work location by over forty (40) miles.

Any Employee bumped pursuant to this Section shall be laid off in accordance with this Article.

8.15 Conditions for Bumping or Accepting Vacancies.
The following shall govern bumping and accepting vacancies.

A. **Seniority over Bumped Employee.** In all cases of bumping, the Employee exercising bumping rights must have greater seniority than the Employee who is to be bumped.

B. **Vacancy Priority.** When a vacancy exists into which an Employee has a right to bump, the Employee must accept the vacancy prior to exercising the action to bump unless the vacancy is in a location more than forty (40) miles from the work location they are laid off from.

C. **Multiple Employees Bumping.** If more than one Employee opts to fill a vacancy or bump another Employee, the Employee with the greater total court seniority shall have priority in exercising that option.

Where two employees within Judicial Districts 1 and 7 have identical seniority dates, the following will determine their seniority:

The last four digits of the employee's social security number will be used to break the "tie." The employee whose last four digits of their social security number is the larger number will be the employee with the most seniority.

8.16 Layoff Lists.

A. **Total Court Seniority.** Layoff Lists. The names of laid off Employees shall be placed on a Total Court Seniority Layoff List in order of their Total Court Seniority. The name shall be retained on the Total Court Seniority Layoff List for a minimum of one year or for a period of time equal to the Employee's Total Court Seniority to a maximum of three (3) years.

B. **Geographic Availability.** When an Employee's name is placed on a Total Court Seniority layoff list, the Employee shall indicate, in writing on a document provided by the Employer or its designee, the geographic location(s) outside of a forty (40) mile radius of their present position in which they would accept employment. An Employee may change their availability by notifying the Employer or its designee.

8.17 Recall.
Employees shall be recalled from layoff in the order from which their names appear on the Total Court Seniority layoff list, starting with the most senior name.

An Employee shall be notified of recall by a written personal notice (receipted) or certified mail (return receipt required) sent to the Employee's last known address at least fifteen (15) calendar

days prior to the reporting date. The Employee shall notify the designee of the Employer by certified mail (return receipt required) within five (5) calendar days of receipt of notification of their intent to return to work and shall report to work on the reporting date unless other arrangements are made. It shall be the Employee's responsibility to keep the designee of the Employer informed of the Employee's current address.

The Employer or its designee may temporarily assign Employee(s) to any vacancies or openings to fulfill operating requirements during the period while the recall process is taking place.

8.18 Removal from Layoff List.
Employees shall be removed from all layoff lists for any of the following reasons: (1) recall to a permanent position from the layoff list in the same or equal classification from which they were laid off; (2) failure to accept recall to a position which meets the availabilities specified by the Employee, except that Employees who fail to accept recall from the Total Court Seniority layoff list shall be removed only from that list; (3) appointment to a permanent position in a class which is higher than the one on which the Employee is on the layoff list; (4) resignation, retirement or termination from state court employment; (5) expiration of time on the list.

8.19 Limited Interruptions of Employment.
Any interruption in employment not in excess of seven (7) consecutive calendar days or any reduction from an Employee's normal work hours which continues two (2) calendar weeks or less shall not be considered a layoff. Such limited interruption or reduction in hours may occur as a result of adverse weather conditions, shortage of material or equipment, or for other unexpected or unusual reasons.

Prior to implementing a limited interruption of employment or reduction in hours, the designee of the Employer, whenever practicable, shall meet with the Local Union to discuss the need for such action.

When the limited interruption of work or reduction in hours does not affect all Employees in a class and office location, the least senior Employee(s) affected shall have their work interrupted or hours reduced. Limited interruption of work or reduction in hours shall not be instituted for the purpose of subcontracting work normally performed by the affected bargaining unit Employees.

In the event limited interruptions of employment occur, Employees shall, upon request, be entitled to advance hours up to their scheduled hours in order to provide the Employee with up to eighty (80) hours of earnings for a pay period. Advance or loss shall be allowed up to the maximum number of hours of an Employee's accumulated and unused vacation leave. If an Employee elects to draw such advances, the Employee shall not be permitted to reduce the Employee's vacation accumulation below the total hours advanced. However, no Employee after the first six (6) months of continuous service shall be denied the right to use vacation time during a limited interruption of employment, as long as vacation hours accrued exceed the hours that the Employee has been advanced under this Section. All overtime hours worked subsequent to such advances shall be credited against the Employee's aggregate advance of hours until the advance is reduced to zero (0). Employees may use compensatory

time in lieu of vacation to provide a full paycheck. A designee of the Employer may require Employees who have accrued compensation time to use such time before the use of vacation. Such Employees may choose not to make up the lost hours.

On the payroll period ending closest to November 1 of each year, all Employees who have received such advances and have not worked sufficient overtime hours to reduce the advances to zero (0), will have their advances reduced to zero (0) by reduction of the Employee's accumulated and unused vacation leave.

ARTICLE 9 DISCIPLINARY ACTION

9.1 Administration of Discipline.

The Employer, through its designated supervisor who is not a member of the bargaining unit, will make a reasonable effort to discuss with the Employee any performance problem which may lead to disciplinary action and to assist the Employee in eliminating problem areas before disciplinary action becomes necessary. In the case of an Employee with permanent status, disciplinary action may be taken only for just cause, which shall include failure to maintain any license required in the position.

Discipline may include, in any order, only the following: oral reprimand, written reprimand, suspension, demotion, and/or discharge. All discipline above an oral reprimand shall be forwarded to the Union president or business agent promptly after given to an Employee.

The Employer shall not question or meet with an employee once an investigation that may lead to discipline is contemplated without first offering the employee an opportunity for union representation. When union representation is requested, such meeting shall not take place until a Union Representative is available.

9.2 Forms of Discipline

A. **Oral Reprimand.** An oral reprimand should be clearly identified as such and should be administered in private.

B. **Written Reprimand.** A written reprimand should be clearly identified as such and should specify the reasons for the action. Changes expected that are necessary to correct the deficiency should be clearly outlined.

C. **Paid or Unpaid Suspension or Demotion.** Such disciplinary actions require written notice to the Employee, no later than the effective date of the action. The notice should include the following:

1. the nature of the disciplinary action;

2. specific reasons for the action;

3. effective date of the action;

A copy of the notice and the Employee's written reply, if any, shall be filed by the Employer's designee with the Judicial District Administrator within fourteen (14) calendar days of the effective date of the discipline.

D. **Discharge of Employee with Permanent Status.** Discharge requires a written notice. The notice of discharge shall include the following:

1. nature of the disciplinary action;

2. specific reasons for the action;

3. effective date of the action

A copy of the notice and the Employee's reply, if any, shall be filed by the Employer's designee with the Judicial District Administrator within fourteen (14) calendar days of the effective date of discipline.

If the Employer believes there is just cause for suspension without pay, demotion or discharge, the Employee and the Local Union shall be notified, in writing, that the Employee may be discharged and shall be furnished with the supporting reasons for the contemplated action. The Employer shall schedule a meeting wherein the Employee will be invited to present their side of the story and refute the charge(s) or offer mitigating evidence. The Employee is entitled to Union representation at such meeting, upon request. Nothing herein shall preclude the Employer from placing the Employee on investigatory leave under Article 9.3 prior to the conclusion of the meeting.

E. **Grievance Prohibition.** Employees serving a probation period are not eligible to grieve or arbitrate probationary discipline or denial of permanent status.

9.3 Investigatory Leave.

The Employer or designee may place an Employee who is the subject of a disciplinary investigation on an investigative leave with pay provided a reasonable basis exists to warrant such leave. An Employee on investigative leave without pay may use vacation or compensatory time but not sick leave during the investigative leave.

9.4 Personnel Records.

An Employee disciplined under the provisions of this Article may submit a written statement regarding the disciplinary action which will be placed in the Employee's personnel record. At the request of the Employee, a written reprimand shall be removed from the Employee's personnel record provided that no further disciplinary action has been taken against the Employee for a period of two years following the date of the written reprimand; a suspension may be removed at the discretion of the Employer or designee after three years with no intervening discipline.

9.5 Records to be Forwarded.
Copies of all discipline above oral reprimand shall be forwarded to the Union promptly after being administered to the Employee.

ARTICLE 10 SAVINGS CLAUSE

10.1 Conformity to Law.
This Agreement is intended to be in conformity with all applicable and valid federal and state laws and those rules or regulations promulgated thereunder having the force and effect of law which are in effect on the effective date of this Agreement. Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision, and all other valid provisions shall remain in full force and effect.

10.2 Remaining Provisions Unaffected.
Should the implementation of any provision or portion of this Agreement be delayed or withheld because of an applicable federal law, only such specific provision or portion shall be affected and the remainder of this Agreement shall continue in full force and effect. Any portion or provisions of this Agreement thus delayed or withheld shall become effective and be implemented at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the term of this Agreement or any extension thereof.

ARTICLE 11 EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE

11.1 Definition of a Grievance.
A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Applicability. Unless excluded elsewhere in this Agreement, all written disciplinary actions shall be appealable through the grievance procedure set out herein. An oral reprimand is not subject to the grievance or arbitration procedure. This process shall be in lieu of any other applicable grievance procedure.

11.2 Union Representatives.
The Employer or designee will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated, as provided by Section 6.2 of this Agreement.

11.3 Processing of a Grievance.

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employee and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours, provided the Employee has notified and received the approval of the Employer or designee who has determined that such absence is reasonable and would not be detrimental to the work of the Employer or designee, other Employees or the public.

11.4 Procedure.
All grievances shall be resolved in conformance with the following procedure:

STEP 1. An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance in writing to the Court Administrator or their designee. The grievance shall set forth the nature of the grievance, the facts upon which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested. At the time the grievance is served upon the Court Administrator, the Union shall provide the Employer's Labor Relations Manager with an informational copy thereof. The Court Administrator or designee will discuss and give an answer to such Step 1 grievance within ten (10) work days after receipt of the grievance. The Court Administrator shall provide the Employer's Labor Relations Manager with an informational copy of the response.

STEP 2. If the grievance has not been resolved by the operation of Step 1 and the Union intends to continue to pursue the grievance, the Union shall, within ten (10) calendar days after receipt of the Court Administrator's response, appeal the matter to the District Administrator. The appeal must be in writing with the Union providing an informational copy of the appeal to the Employer's Labor Relations Manager. Employees of a judicial district may initiate a grievance at Step 2.

The District Administrator shall respond in writing to the Union and provide a copy of the response to the Employer's Labor Relations Manager within ten (10) calendar days after receipt of the complaint.

STEP 3. If the grievance has not been resolved by the operation of Step 2 and the Union intends to continue to pursue the grievance, the Union shall, within ten (10) calendar days after receipt of the District Administrator's response, appeal the matter to the Employer's Labor Relations Manager. The appeal must be in writing.

The Employer's Labor Relations Manager and the Union's Business

Agent shall meet within twenty-one (21) calendar days of the date the Union filed its step 3 notice in an attempt to resolve the grievance.

If the parties have not resolved the grievance within forty-five (45) calendar days after the date of such meeting, the Union may initiate the arbitration process as provided for in Step 4. The Union shall notify, in writing, the Employer's Labor Relations Manager of their intent to arbitrate the complaint.

STEP 4. If timely appealed, the matter may be appealed to arbitration. The arbitrator shall be selected by resorting to a list of seven (7) labor arbitrators furnished to the parties by the Bureau of Mediation Service. Both the Union and the Employer shall alternately strike individual arbitrators on the list until only one arbitrator remains. The parties shall arrange for the arbitration to occur within a reasonable time after selection.

Timelines If a grievance is not presented within the specified time limits, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered resolved on the basis of the last answer and there shall be no further appeal or review. Any failure to answer or to answer in a timely manner by the Employer may be progressed to the next step by the Union within the stated timelines. By mutual agreement, the authorized representatives at each step may waive a step or extend the stated timelines.

11.5 Arbitrator's Authority.

A. The arbitrator shall not have the right to amend, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted nor shall the arbitrator decide contrary to law.

B. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days following the close of the hearing unless waived by both parties. The decision shall be binding on both the Employer and the Union.

C. The fees and expenses for the arbitrators' services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If any party has the matter transcribed by a court reporter, the other party may purchase a transcript from the court reporter at the copy price.

ARTICLE 12 USE OF FACILITIES

12.1 Use of Facilities.

Upon request to the Employer or their designee, the bargaining unit may be permitted to meet at the facility during normal business hours during non-work periods in non-work areas. If any costs are incurred, the Union agrees to pay the costs to the proper party.

ARTICLE 13 GENERAL CONDITIONS OF LEAVES OF ABSENCE

13.1 Application for Leave.

An Employee shall submit a request for a leave of absence or extension in writing to the immediate supervisor as far in advance of the requested absence as is practicable. The request shall state the reason for, and the anticipated duration of the leave.

13.2 Paid Leaves of Absences.

Paid leaves of absences shall not exceed the Employee's normal work schedule and shall be granted as follows:

A. **Court Appearance Leave.** Court appearance leave for appearances before a court or other judicial or quasi-judicial body in response to a subpoena or other direction by proper authority for purposes related to the Employee's court job shall be granted. The Employee shall receive regular pay for such appearances or attendances, and necessary travel time, provided that any fee received, exclusive of paid expenses, is returned to the court administration system. Any Employee who must appear and testify in private litigation, not as an officer of the court system but as an individual, shall be required to use vacation leave, leave of absence without pay, or compensatory time unless, by mutual consent with the Employer's designee, the Employee is able to work an equivalent number of hours during the fiscal year to compensate for the hours lost.

B. **Jury Duty.** Jury duty leave for time to serve on a jury shall be granted provided that when not impaneled for actual service, but only on call for service, the Employee shall report to work. A copy of the summons must be submitted to HR/Payroll. The Employee shall receive regular pay for such time as they are required for jury service, provided that any fee received, exclusive of paid expenses, is returned to the Minnesota Judicial Branch. If the Employee chooses to use vacation, they may retain the jury duty payment.

C. **Election Judge Leave.** Election judge leave for purposes of serving as an election judge in an election shall be granted. The Employee must request the leave at least twenty (20) calendar days in advance.

D. **Military Leave.** Military leave in accord with Minn. Stat. § 192.26 for members of a reserve component of the armed forces of this state or of the United

States who are ordered by the appropriate authorities to active service or to attend a training program shall be granted. This leave shall be limited to fifteen (15) working days per calendar year. The Employee must inform the Employer or designee within seven (7) calendar days of receiving notification of duty. A copy of the military orders must be submitted to HR/Payroll.

E. **Voting Leave.** Voting time leave in accord with Minn. Stat. § 204C.04 for Employees eligible to vote in a state primary election, a presidential primary election, a state general election, or an election to fill a vacancy in the United States Congress, provided that the leave is for a reasonable period of time.

F. **Athletic Leave.** Athletic leave in accord with Minn. Stat. § 15.62 as amended in 1985, shall be granted to prepare for and engage in world, Olympic, or Pan-American Games' competition.

G. **Blood Donation Leave.** Blood donation leave to donate blood on or off site, not to exceed three (3) hours per fiscal year, shall be granted upon the approval of the supervisor.

H. **Emergency Leave.** If a natural or man-made emergency is declared, the State Court Administrator or their designee will notify all court offices at the time of closing. Unless the State Court Administrator declares state offices to be closed, each Employee is expected to report to work. If the Employee has a reasonable belief that it is not possible to report to or remain at the work site safely, leave time must be used to account for the time not worked. The Employee shall notify the supervisor and shall use sick, vacation leave, leave without pay, or compensatory time accrued to account for time not worked. In the event that the court calendar continues, volunteers will be requested to assist the judge(s) and shall be paid the appropriate rate of pay. If an Employee takes leave without pay, upon mutual agreement of the Employee and Supervisor, the Employees are permitted to make up that time during the same pay week that the unpaid time occurred.

I. **Paid Parental Leave.** Paid parental leaves of absence of up to six (6) consecutive weeks shall be granted to eligible state employees who request such leave following the birth or adoption of a child. Employees are eligible if they meet eligibility criteria for Family and Medical Leave Act ("FMLA") leave, which generally means the employee has been employed by the Employer for twelve (12) months and has worked at least 1,250 hours during the year immediately preceding the leave.

Paid parental leave ("PPL") is available to employees who experience the following qualifying events: a) An employee or their spouse/partner gives birth to the employee's child; b) A child is placed in the employee's home for adoption; or c) A child is placed in the employee's home to adjudicate parentage in cases of surrogacy when the employee is the intended parent.

Eligible employees must complete PPL within six (6) months of the qualifying

event. At the Appointing Authority's discretion, employees may be allowed intermittent or reduced schedule use of leave. PPL not used within the required timeframe shall not be carried over or cashed out. Employees must first exhaust accrued sick leave for reasons which qualify for sick leave use. PPL is to be used following the use of sick leave. PPL will be granted once per qualifying event, and for no more than one qualifying event per fiscal year.

Paid parental leave will run concurrently with any unpaid leave(s) that parents may be entitled to under other provisions of this Agreement or provided by law. Employees shall not receive other types of paid leave provided by this Agreement (e.g., sick, vacation, compensatory time) for hours for which they are receiving PPL.

J. Organ Donation Leave. Per M.S. 181.9456 an employee who seeks to undergo a medical procedure to donate an organ or partial organ to another person shall receive paid leave not to exceed 40 work hours for each donation, unless agreed to by the employer. The employer may require verification by a physician of the purpose and length of each leave requested for organ donation. A medical determination that the employee does not qualify as an organ donor shall not impact organ donation leave used prior to that determination.

K. **Accruals.** Accrual of vacation and sick leave benefits during the period of leave of absence with pay shall continue. If an Employee is granted leave without pay, they will not be credited with vacation or sick leave accruals for the period of leave without pay with the exception of approved military leave.

13.3 Unpaid Leaves of Absences – Mandatory.

Unpaid leaves of absence shall be granted upon an Employee's request as follows:

A. **Family Leave**. Family leave to a natural or adoptive parent for a period of six (6) months shall be granted when requested in conjunction with the birth or adoption of a child. The leave shall begin on the date requested by the Employee but no later than six (6) weeks after the birth or adoption: except that, in the case where the child must remain in the hospital longer than the mother, the leave may begin up to six (6) weeks after the child leaves the hospital. Sick leave used with a medical practitioner's statement prior to the birth of the child will not reduce the duration of the family leave. Sick leave or vacation leave used following the birth of the child will not have the effect of extending the six-month family leave. Upon request, the Employer or designee may extend the leave up to a maximum of one year.

B. **Military Leave**. Military leave in accord with Minn. Stat. § 192.261, Subd. 1, for entry into active military service in the armed forces in this state or of the United States for the period of military service up to four (4) years plus any additional time, in each case, as the Employee may be required to serve pursuant to law shall be granted. If such leave results from an order to active service by the appropriate authority, the Employee shall continue to accrue vacation and sick leave during the period of active service. Vacation leave may be accumulated

to any amount provided that the amount is reduced to Two Hundred and Seventy-Five (275) hours within two (2) years of the Employee's return to state service.

C. **Military Leave**. Military leave in accord with 38 U.S.C. 2024(d) for the period required to perform active duty for training or inactive duty training in the armed forces of the United States shall be granted with the Employee being permitted to return to the Employee's position with such seniority, status, pay, vacation and sick leave as such Employee would have had if the Employee had not been absent due to service under 2024(d). The Employee must inform the Employer or designee within seven (7) calendar days of receiving notification of duty. Vacation leave may be accumulated to any amount provided that the amount is reduced to Two Hundred Seventy-Five (275) hours within two (2) years of the Employee's return to state service.

D. **Union Leave**. Upon advance written request of the Union, unpaid leave shall be granted to Employees who are elected or appointed by the Union to serve on the Union's Negotiating Team. An Employee may use vacation or a holiday for this purpose, at the Employee's discretion. Unpaid leave time for service on the Union's Negotiating Team shall be considered as paid leave for purposes of vacation and sick leave accrual, and holiday paid entitlement. Union Stewards or other Employees who may be elected or appointed by the Union to perform duties for the Union shall be granted unpaid time off, provided the Union Stewards or other Employees have notified the Employer or designee, who has determined that such absences are reasonable and would not be detrimental to the work of the Employer or designee. Such unpaid leave shall not be unreasonably withheld. Upon the written request of the Union, unpaid leave shall be granted to Employees who are elected officers or Stewards of the Union. Annually, the Employer or designee may require the Union to confirm the Employee's continuation on union leave. Unpaid leave time for service to the Union shall not be deducted for purposes of determining an Employee's vacation or sick leave accrual rate.

E. **Statutory Leave**. A list of statutory leaves is contained in Appendix A to this Agreement. Statutory Leaves are subject to change or repeal and are not grievable or arbitrable.

13.4 Unpaid Leaves of Absence – Discretionary.

Unpaid leaves of absence may be granted at the discretion of the Employer or designee as follows:

A. **Disability Leave**. Disability leave for a cumulative period of one year per medically verified illness or injury may be granted, unless extended by the Employer or designee, when an Employee has exhausted their accumulation of sick leave due to an extended illness or injury.

B. **Salary Savings**. When authorized by the State Court Administrator, salary savings leave may be granted providing that the Employer or designee shall not hire a replacement for an Employee on temporary leave. An Employee on temporary leave (not to exceed sixty (60) days), shall if otherwise eligible, continue to accrue vacation leave, sick leave, and seniority, and shall continue to be eligible for paid holidays and insurance benefits provided that any holiday pay shall be included in the first paycheck received following the Employee's return from leave.

C. **Personal Leave**. Personal leave for any reason for a period of up to one (1) year subject to annual renewal at the Employer's or designee's discretion, may be granted.

13.5 Termination of Leaves.

An Employee may terminate their leave of absence prior to the previously agreed upon date of expiration of the leave with the approval of the Employer or designee. Leaves of absence or extensions of leaves of absence which are subject to the discretionary authority of the Employer or designee may be cancelled by the Employer or designee upon reasonable notice to the Employee. Such notice shall ordinarily be in writing except in case of an emergency.

13.6 Return from Leave.

An Employee on an approved leave of absence is required to contact the Employer or designee if an extension is being requested. Failure to contact the Employer or designee about an extension prior to the end of the approved leave shall be deemed to be a voluntary resignation and the Employee shall be severed from court service. An Employee returning from leave of absence of two months or more shall notify the Employer or designee at least two weeks prior to the intended date of return.

An Employee shall be entitled to return from an approved leave of absence to a vacant position in the Employee's classification within their county. If such a vacant position is not available, the Employer or designee shall offer the Employee any other vacant position in an equal or lower classification within the county for which the Employee is qualified. If no such vacant position is available and/or offered, the Employer or designee may continue the Employee on unpaid leave until such a position becomes vacant.

An Employee returning from an unpaid leave of absence to their original or equal classification shall return to the same rate of pay they had been receiving at the time the leave commenced plus any non-discretionary adjustments that would have been granted had the Employee been continuously employment during the period of absence. An Employee returning to a lower classification shall be subject to the voluntary demotion provisions set forth in this Agreement. If an Employee is demoted by operation of the above and a position in the Employee's previous higher classification (held at the time the leave commenced) within the county becomes vacant within nine months after the Employee returns from leave, the Employee shall be offered the position. The Employee shall be reinstated at the same rate of pay they had been receiving in the higher classification, plus any non-discretionary adjustments.

13.7 Absence Without Leave.

An unauthorized absence from duty is an absence without leave and shall be without pay. Unauthorized absences without leave may result in discipline. If it is subsequently determined by the Employer or designee that mitigating circumstances existed, the Employer or designee may convert the absence without leave to other leave as appropriate. Absence without leave shall be just cause for disciplinary action. An Employee's unauthorized absence of three (3) consecutive work days without notifying their supervisor shall constitute a voluntary resignation. Failure of an Employee to give at least ten (10) working days' notice of resignation shall result in loss of the privilege to be rehired in the Minnesota Judicial Branch. This period of notice may be reduced or waived by the Employer or its designees.

13.8 Family Medical Leave Act.

Appendix C contains, for informational purposes, a reference to an electronic copy of the Minnesota State Court System Policy on Family Medical Leave Act.

ARTICLE 14 SICK LEAVE

14.1 Eligibility.

All Employees in payroll status are eligible to accrue sick leave, except employees hired as intermittent Employees, emergency Employees, temporary Employees (6 months or less), interns, and project Employees.

Employees may use accrued sick leave immediately after hire.

14.2 Sick Leave Accrual and Accumulation.

A full-time Employee shall accrue sick leave at the base rate of four (4) hours per pay period. An Employee being paid for less than a full eighty (80) hour pay period shall have their sick leave accrual prorated according to the schedule below.

Less than 80-hour per payroll period pro-ration of sick leave:

Number of hours worked during the pay period	Sick Leave Account and Sick Leave Bank
Less than 9.5	0
At least 9.5, but less than 19.5	0.75
At least 19.5, but less than 29.5	1.00
At least 29.5, but less than 39.5	1.50
At least 39.5, but less than 49.5	2.00
At least 49.5, but less than 59.5	2.50
At least 59.5, but less than 69.5	3.00
At least 69.5, but less than 79.5	3.50
At least 79.5	4.00

14.3 Transfer/Restoration of Sick Leave Hours.
An eligible Employee who moves without a break in service to a position under this Agreement from any other position in Minnesota state government or by transfer under Minn. Stat. § 480.181 from county government, shall have their accumulated sick leave balance and bank, if any, transferred.

An eligible Employee who is appointed to a position under this Agreement within four years from the date of separation in good standing from any other position in Minnesota State government shall have their sick leave balance and bank, if any, restored provided that any Employee being appointed after receiving severance pay shall have their leave restored proportionately by deducting the hours which were paid as severance.

14.4 Usage.
Whenever practicable, an Employee shall submit a written request for sick leave in advance of the period of absence. When advance notice is not possible, an Employee shall notify their supervisor by telephone or other means at the earliest opportunity, on a daily basis. An Employee shall be granted sick leave to the extent of their accumulation for the following:

Sick Leave Use Reason	**Familial Relationships Defined**
Level 1: Medical, Chiropractor, or Dental Care	Employee and Employee's: • Spouse or Cohabiter • Any dependent of the employee or spouse as defined by the SEGIP definition found below • Parents • Step parents
Level 2: Disability and Hospitalization (including employee's inability to work, as certified by a doctor, due to being pregnant or giving birth)	**All Familial relationships noted in Level 1 above, plus the following:** Employee's: • Adult Children Spouse or Cohabiter's: • Parents • Step Parents • Adult Children
Level 3: Illness and Injury	**All Familial relationships noted in Levels 1 and 2 above, plus the following:** Employee's: • Siblings (Usage may be limited per MN Statute 181.9413.) • Grandparents (Usage may be limited per MN Statute 181.9413.) • Grandchildren (Usage may be limited per MN Statute 181.9413.)

Level 4: Terminal or Catastrophic Illness	**All Familial relationships noted in Levels 1, 2 and 3 above, plus the following:** Employee's: • Adult Children's Spouse or Cohabiter • Step siblings • Step grandparents Spouse or Cohabiter's: • Adult Children's Spouse or Cohabiter
Sick Leave Use Reason	**Familial Relationships Defined**
Level 5: In case of Death (to attend the funeral for a reasonable period, including necessary travel time)	**All Familial relationships noted in Levels 1, 2, 3 and 4 above, plus the following:** Employee's: • Great grandparents • Great-grandchildren • Sibling's spouse Spouse or Cohabiter's: • Siblings • Step siblings • Grandparents • Step grandparents • Great grandparents Upon notice to the supervisor, an employee may take up to five (5) days of sick leave during a two-week period to attend the funeral, burial, or similar grieving ceremony, travel to and from the funeral, make funeral arrangements, grieve, or comfort others in a time of personal loss. Following five (5) days, a reasonable amount of applicable leave (i.e. sick, vacation, unpaid leave, personal leave, medical leave) may be taken with supervisory approval and shall not be unreasonable denied. Each fiscal year, an employee, upon request, shall be granted up to eight (8) hours from their sick leave accrual to attend the funeral of any person not listed above.
Birth or Adoption of a child by the employee	Birth or adoption of an employee's child, **not to exceed five (5) days**, unless otherwise covered under the disability provisions of this section. The sick leave usage must begin effective the date of birth, hospital release date of infant, or placement date.
Arrange for Nursing Care	To arrange for necessary nursing care for family members listed levels 1, 2, and 3 above, **not to exceed five (5) days.**

OTHER:	Exposure to contagious disease which endangers the health of oneself and other persons.

Dependent	**SEGIP Eligibility Terms**
Biological Children	• To age 26
Adopted Children	• To age 26 if adopted, or • To age 18 if placed with you for adoption
Step Children	• To age 26 • You must be legally married to the child's parent
Foster Children (ward, legal guardian, legal custody)	• To age 26 • Full and permanent legal and physical custody
Grandchildren	• To age 25 • Unmarried, dependent upon you for principal support and maintenance and lives with you; your child must be unmarried and less than age 19; or • Financially dependent upon you and has resided with you continuously from birth; • **-OR-** • If you have legally adopted your grandchild or are the foster parent of your grandchild follow the eligibility rules for each above
Disabled Children	• Any age or marital status, includes dependent children incapable of self-sustaining employment by reason of developmental disability, mental illness or disorder, or physical disability, and • Chiefly dependent upon you for principal support and maintenance, and • You must provide proof of such incapacity and dependency

An Employee using sick leave may be required to furnish a statement from a medical practitioner upon the request of the Employer or designee when the Employer or designee has reasonable cause to believe that the Employee has abused or is abusing sick leave. The Employer or its designee may also require a similar statement from a medical practitioner if it has reason to believe the Employee is not able to work or has been exposed to a contagious disease which endangers the health of other persons. The Employer shall not require information regarding the specific nature of the Employee's medical condition unless required by law and/or related policy.

Sick leave hours shall not be used during the pay period in which the hours are accrued. Sick leave accruals earned while on paid leave may be used by the Employee with the approval of the supervisor without returning to work prior to the usage of accrued sick leave.

14.5 Sick Leave Charges.

An Employee using sick leave shall be charged for only the number of hours that the Employee was scheduled to work during the period of sick leave. Sick leave shall not be granted for periods of less than one-quarter hour except to permit usage of lesser fractions that have been accrued. Holidays that occur during sick leave periods will be paid as holidays and not charged as sick leave.

14.6 Coordination with County Benefits.

Employees who have elected county benefits shall accrue sick leave per the applicable county rates. However, usage of such accrued sick leave shall be in accordance with the provisions of this Agreement.

ARTICLE 15 VACATION

15.1 Eligibility.

All Employees in payroll status are eligible to accrue vacation leave, except employees hired as intermittent Employees, emergency Employees, temporary Employees (6 months or less), interns, and project Employees.

Employees may use accrued vacation immediately after hire.

15.2 Vacation Accrual.

Employees shall accrue vacation leave each pay period according to the rates provided below. An Employee being paid for less than a full 80 hour pay period shall have their vacation accrual prorated in accord with the schedule provided in Appendix "B."

15.3 Vacation Accrual Schedule for Full-Time Employees.

Length of Service	Hours Per Pay Period
0 through 1 year	4 hours
After 1 year through 2 years	4.5 hours
After 2 years through 5 years	5 hours
After 5 through 8 years	5.5 hours
After 8 through 12 years	7 hours
After 12 through 18 years	7.5 hours
After 18 through 25 years	8 hours
After 25 through 30 years	8.5 hours
After 30 years	9 hours

Changes in accrual rates shall be made effective at the beginning of the next payroll period following completion of the specified "Length of Service Requirement."

As used above, "Length of Service" includes all time served in an eligible status but does not include time on suspension or unpaid non-medical leaves of absence which exceed one full pay period in duration. However, an Employee on military leave or salary savings leave

shall earn credit for "Length of Service."

"Length of Service" may also include time spent in the employ of the executive or legislative branch of the State of Minnesota as stated below:

A. An eligible Employee who moves without a break in service to a position under this Agreement from any other position in the judicial, legislative or executive branch shall have their length of service and accumulated vacation leave transferred, not to exceed 275 hours.

B. An eligible Employee who is appointed to a position under this Agreement within four years from the date of separation in good standing from any position in the judicial, legislative or executive branch of Minnesota State government shall accrue vacation leave according to the length of service the Employee had attained at the time of separation.

C. Employees transferring to the Minnesota Judicial Branch under M.S. 480.181 with hours of vacation exceeding 275 hours, shall be required to use the excess vacation hours over the course of one (1) year from the date of employment, or they shall be lost.

Employees who qualify under these provisions may have their length of service adjusted, prospectively, effective the date they provide documentation of qualifying previous employment.

15.4 Vacation Usage.

Vacation leave shall not be used during the pay period in which the hours are accrued. Employees shall submit written requests to use vacation leave prior to the absence.

A. One-Time Seniority Bid. For the period of February 1 to January 31, one continuous vacation period of up to two workweeks in duration shall be available for selection by Employees on the basis of in-office seniority. Written seniority vacation bids will be accepted beginning September 1 (or the first business day thereafter) through September 15 (or the first business day thereafter) for the subsequent year. The seniority bid vacation requests may contain the Employee's top three priorities, however only the available highest priority choice will be approved. Seniority bids will be approved or denied no later than September 25 (or the first business day thereafter) and shall be denied only to meet job-related organizational needs. Seniority vacation bids may be rescinded, but shall not be replaced by another seniority bid once the bid has been approved.

B. First Come, First Serve Vacation Requests. Beginning at 8:00 a.m. on October 1 (or the first business day thereafter) written vacation requests shall be granted on a first-come, first serve basis for the subsequent year as defined above. First come, first serve vacation requests are limited to two requests per day. Each request may include no more than one continuous vacation period of no more than two workweeks in duration. All first come, first serve written requests shall be approved or denied within five (5) working days and shall be denied only to meet job-related organizational needs.

15.5 Vacation Charges.
An Employee who uses vacation leave shall be charged only for the number of hours they would have been scheduled to work during the period of absence. Vacation leave shall not be granted in increments of less than one-quarter hour. Holidays that occur during vacation periods shall be paid as holidays and not charged as vacation leave.

15.6 Vacation Accumulation.
Vacation leave may be accumulated to a maximum of 275 hours. In emergency situations, the Employer or designee may temporarily suspend the maximum hours which may be accumulated.

15.7 Vacation Leave Upon Separation.
An eligible Employee who separates from state service and has completed six (6) months of service in the Minnesota Judicial Branch shall be compensated in cash, at the Employee's current rate of pay for all accumulated and unused vacation leave at the time of separation to a maximum of two hundred seventy-five (275) hours, which will be paid out at fifty percent (50%) cash and fifty percent (50%) to the Employee's Health Care Savings Plan (HCSP) referred to in 18.7. However, the maximum cap shall not apply in situations where the payout is due to the Employee's death. Vacation leave may not be used alone or in combination with unpaid leave on separation from the state service to extend insurance coverage.

15.8 Coordination With County Benefits.
Employees who have elected county benefits shall accrue vacation leave per the applicable county rates. However, usage of such accrued vacation leave shall be in accordance with the provisions of this Agreement.

ARTICLE 16 HOLIDAYS

16.1 Eligibility.
All full-time and part-time hourly Employees, and benefit-earning temporary employees, in payroll status who work a regular schedule are eligible for paid holidays except intermittent Employees, emergency Employees, interns, and project Employees.

16.2 Observed Holidays.
The following days shall be observed as paid holidays for all eligible Employees.

Independence Day (July 4)
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Year's Day
Martin Luther King
Day Presidents Day

Memorial Day
Juneteenth (June 19)

When the District Court is closed as a result of the county government having a paid holiday, Employees shall be permitted to work or take accumulated vacation, the floating holiday, or compensatory time off, except that the designee of the Employer may deny the leave if staffing needs require their presence at work.

When any of the above holidays falls on an Employee's regularly scheduled day off, the Employee's scheduled work day either before or after the holiday, at the option of the designee of the Employer, shall be scheduled as a holiday for that Employee, unless other arrangements are agreed to between the designee and the Employee.

Should Minn. Stat. § 645.44, subd. 5, have Juneteenth included and listed as a "holiday," the parties will meet and negotiate.

16.3 Floating Holidays.
Full-time and part-time Employees, and benefit-earning temporary employees, eligible under 16.1 working a regular schedule shall receive one (1) floating holiday each fiscal year. For fiscal years 2024 and 2025, if any bargaining unit receives a second floating holiday, then all eligible employees shall also receive a second floating holiday, totaling two (2) per fiscal year. The Employee must request the floating holidays in advance. The holidays shall be taken on an Employee's regularly scheduled workday subject to mutual agreement between the Employer's designee and the Employee. The floating holidays shall be taken in the fiscal year in which they are earned, or they are lost. The floating holidays cannot be split, but must be taken in their entirety.

16.4 Holiday Pay Entitlement.
In order to receive a paid holiday, an Employee must work or be in payroll status for the entirety of their regularly scheduled work days immediately preceding and immediately following the holiday(s). Intermittent Employees are not eligible for holiday pay. In the event an Employee dies or is mandatorily retired on a holiday or holiday weekend, the Employee shall be entitled to be paid for the holiday(s).

16.5 Holiday Pay.
Holiday pay shall be the Employee's regular hourly rate of pay multiplied by the number of hours in their normal work day Part-Time Employees shall have their holiday pay pro-rated consistent with their FTE allocation.

Full-time Employees working compressed work weeks (e.g., four 10-hour days) receive a maximum of eight (8) hours of holiday pay. With supervisory approval, the Employee may work additional hours within the workweek or utilize accrued vacation leave or compensatory time to make up for any loss of pay.

16.6 Work on a Holiday.
Any eligible Employee who is required by their supervisor to work on an observed holiday shall

receive holiday pay at their regular rate of pay for the holiday plus 1 ½ times their base rate of pay for actual hours worked. Compensation for the actual hours worked on the holiday shall be provided either in compensated time off or cash payments as determined by the Employee.

16.7 Religious Holidays.
When a religious holiday, not observed as a holiday listed above, falls on an Employee's regularly scheduled work day, the Employee shall be entitled to that day off to observe the religious holiday.

Time to observe a religious holiday shall be taken without pay unless the Employee uses accumulated vacation leave or compensatory time or, by mutual consent with the Employer or designee, is able to work an equivalent number of hours at some time during the same work week as the holiday. An Employee shall notify their supervisor of their intention to observe a religious holiday in advance of the holiday. Use of this provision shall not entitle an Employee to overtime compensation.

ARTICLE 17 INSURANCE

The intent of this Article is to provide the same benefit level and contributions as exist in the Labor Agreement entered into between the Minnesota Executive Branch and AFSCME Council No. 5 for the period from July 1, 2023-June 30, 2025, as approved by the Legislature. Appendix C contains, for informational purposes, a reference to insurance information located on the Department of Employee Relations website.

ARTICLE 18 SALARIES

18.1 Salary Ranges.
The salary ranges established by the Employer shall be based on comparability and internal consistency between classes in the salary plan. In the event that bargaining unit Employees are to be assigned to newly created or newly added bargaining unit classes during the life of this Agreement, the salary range for such class shall be established by the Director of Human Resources for the Minnesota Judicial Branch, who will advise the Union in advance of final establishment.

Pay upon first employment in any position shall be made at a salary up to the midpoint of the salary range. Exceptions may only occur with the approval of the Director of Human Resources.

Salary schedules in Appendix E will increase as follows:

For FY24, minimums and maximums of each pay band will increase by nine percent (9%) effective July 1, 2023. Employees who are paid below the new range minimum following FY24 wage adjustments provided in 18.2 will receive a salary adjustment to the new range minimum retroactive to July 1, 2023.

For FY25, minimums of each pay band will increase by six percent (6%) and maximums of each pay band will increase by three percent (3%) effective July 1, 2024. Employees who are paid below the new range minimum following FY25 wage adjustments provided in 18.2 will receive a salary adjustment to the new range minimum retroactive to July 1, 2024.

18.2 Wage Adjustments.

A. Fiscal Year 2024 (July 1, 2023 – June 30, 2024).

Effective July 1, 2023, employees shall receive a six percent (6%) increase within the range where work performance has been satisfactory.

Employees with three or more years of service as of July 1, 2023, shall receive the following additional one-time increase retroactive to July 1, 2023, where work performance has been satisfactory:

Years of Service	Additional Increase Amount
3-8	$1.00
9-14	$1.15
15-19	$1.30
+20	$1.50

"Years of service" for the purpose of this one-time increase means time worked for the Courts with no more than a seven-year break in service.

Employees who did not demonstrate satisfactory performance will have another performance review on or about October 1, 2023, and shall receive applicable increases effective October 1, 2023, if satisfactory performance was demonstrated.

B. Fiscal Year 2025 (July 1, 2024 – June 30, 2025).

Effective July 1, 2024, employees shall receive a six percent (6%) increase within the range where work performance has been satisfactory. Employees who did not demonstrate satisfactory performance will have another performance review on or about October 1, 2024, and shall receive the increase effective October 1, 2024, if satisfactory performance was demonstrated. Employees limited by the range maximum from receiving a six percent (6%) increase shall be increased to the range maximum and paid a lump sum to account for the difference.

18.3 Salary Upon Class Change.

A. Promotion. Employees who are promoted to a position which provides for a higher maximum salary than the Employee's current position shall receive a

five percent (5%) wage increase (but in no case above the range), even if such wage is higher than midpoint of the range to which the employee has been promoted. Appointing authorities shall have the discretion to offer up to a total of a ten percent (10%) wage increase.

B. **Voluntary Transfer.** An Employee who transfers within the same class shall receive no salary adjustment. However, an Employee receiving a rate of pay in excess of the range maximum shall continue to receive that rate of pay.

C. **Voluntary Demotion.** An Employee who takes a voluntary demotion shall retain their present salary unless that salary exceeds the maximum rate of pay for the new position in which case the Employee's salary shall be adjusted down to the new maximum. However, an Employee who voluntarily demotes to a previously held classification within six (6) months of accepting a promotion will be paid at the hourly rate the Employee would have been receiving had they not left the classification.

D. **Demotion In Lieu Of Layoff.** Any Employee who demotes as part of the layoff procedure of this Agreement shall retain their current rate of pay or the rate of pay at the top of the pay range of the class to which they demote, whichever is less. However, an Employee may continue to receive a rate of pay in excess of the maximum upon the recommendation of the designee of the Employer and approval of the Employer.

E. **Denial of Permanent Status While On Probationary Period.** An Employee who is not granted permanent status and returns to their former class shall have their salary restored to the same rate of pay the Employee would have received had they remained in the former class.

F. **Reclassification Downward.** If a position is reclassified to a class in a lower salary range, and the salary of the Employee exceeds the maximum of the new range, the Employee shall be placed in the new class and shall retain their current salary. In addition, the Employee shall receive any across-the-board wage increase as provided by this Agreement.

18.4 Work Out Of Class.

When an Employee is expressly assigned to perform substantially all of the duties of a position allocated to a different class that is temporarily unoccupied and the work out of class assignment exceeds ten (10) consecutive work days in duration, the Employee shall be paid for all such hours at the Employee's current salary when assigned to work in a lower or equal class or at a rate within a higher range which is equal to the minimum rate for the higher class or at a wage that is five (5) percent more than the Employee's current salary, whichever is greater. If an Employee is assigned to work out of class but does not meet the ten (10) consecutive work day standard, and within five (5) working days the Employee is subsequently assigned to work out of class to the same assignment, the previous time served on work out of class will count towards meeting the ten (10) consecutive work day standard. When an Employee is assigned to serve in a class for which the Employee is on a layoff list, the Employee shall

be paid as provided above or the highest wage previously achieved by the Employee, whichever is greater.

18.5 Reinstatement.
Former state Judicial Branch Employees may be reinstated to a job class in which they have served within the preceding four years. Employees must have had permanent status in the job class to which they are being reinstated and be reinstated within four years of their departure from the Minnesota Judicial Branch to be considered under this provision. A reinstatement may be made to the same or a different work location. Reinstatements may be subject to a new probationary period at the discretion of the Employer or designee. Salary upon reinstatement may be between the minimum of the range for the job class and the position within the range the Employee last held the job class.

18.6 Severance Pay.
All Employees who have accrued twenty (20) years or more of continuous employment, or who are credited with twenty (20) years or more continuous state employment as transferees under Minn. Stat. § 480.181, shall receive severance pay upon any separation from state court employment except for discharge for cause. Employees with less than twenty (20) years continuous state court employment shall receive severance pay upon mandatory retirement or retirement at or after age 65; death; or layoff, except for seasonal layoffs. Employees who retire from state employment after ten (10) years of continuous employment and who are immediately entitled at the time of retirement to receive an annuity under a state retirement program shall, notwithstanding an election to defer payment of the annuity, also receive severance pay.

Severance pay shall be a sum equal to the Employee's regular rate of pay at the time of separation multiplied by forty (40) percent of the Employee's first nine hundred (900) hours of accumulated but unused sick leave and 12.5% of the Employee's hours in excess of 900. If necessary, accumulated but unused sick leave bank hours shall be added to the sick leave balance to attain the nine hundred hour maximum.

Should any Employee who has received severance pay be subsequently reappointed to state employment, eligibility for future severance pay shall be computed upon the difference between the amount of accumulated but unused sick leave restored to the Employee's credit at the time the Employee was reappointed and the amount of accumulated but unused sick leave at the time of the Employee's subsequent eligibility for severance pay. Such severance pay shall be excluded from retirement deductions and from any calculations in retirement benefits. In the event that a terminated Employee dies before all or a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary or, lacking same, to the deceased's estate.

Employees transferred to state employment by laws of Minnesota for 1989, Chp. 335, Article 3 (Minn. Stat. § 480.181, TRANSFER OF EMPLOYEES TO JUDICIAL BRANCH), shall be entitled to severance pay as determined by the terms and conditions of their county personnel plan if the Employee elects to retain county benefits pursuant to Minn. Stat. § 480.181, Subd. 2(1).

18.7 Health Care Savings Plan.

A. **Participation.** All Employees who receive state benefits, except temporary and intermittent employees, shall participate in the Minnesota Post-Employment Health Care Savings Plan [HCSP] established under the Minn. Stat. § 352.98 (Minn.Supp.2001) and as outlined in the Minnesota State Retirement System's Trust and Plan documents. All funds collected by the Employer on behalf of the Employee will be deposited into the Employee's HCSP account.

B. **Percentage of Gross Pay.** Employees agree to contribute 1% of gross pay each pay period if they have worked 0-10 years with the Judicial Branch, based upon Leave Accrual Date. Employees agree to contribute 2% of gross pay each pay period if they have worked 11-19 years with the Judicial Branch, based upon Leave Accrual Date. Employees agree to contribute 3% of gross pay each pay period if they have worked 20-24 years with the Judicial Branch, based upon Leave Accrual Date. Employees agree to contribute 4% of gross pay each pay period if they have worked 25+ years with the Judicial Branch, based upon Leave Accrual Date.

C. Upon separation of service, eligible employees shall have 100 percent of their severance payout (pursuant to Article 18.6) and 50 percent of their vacation leave payout (pursuant to Article 15.7) deposited in their HCSP account.

18.8 Health and Dental Premium Accounts.
Appendix C contains, for informational purposes, a reference to an electronic copy of pre-tax benefits information.

18.9 Medical/Dental Expense Account.
Appendix C contains, for informational purposes, a reference to an electronic copy of pre-tax benefits information.

18.10 Dependent Care Expense Account.
Appendix C contains, for informational purposes, a reference to an electronic copy of pre-tax benefits information.

18.11 Transit Expense Account.
Appendix C contains, for informational purposes, a reference to an electronic copy of pre-tax benefits information.

18.12 Expense Allowance.
Appendix C contains, for informational purposes, a reference to an electronic copy of the Judicial Branch Travel and Reimbursement Policy.

18.13 Spot and Achievement Awards
Employees shall be eligible for Spot and Achievement Awards as defined by Minnesota

Judicial Branch Human Resources Policy 300 (e): Achievement Award Policy and Procedure.

18.14 Employer Contribution to Deferred Compensation.
Effective July 1, 2021, the Minnesota Judicial Branch will provide state-benefitted employees covered by this bargaining agreement with a state-paid contribution to the deferred compensation program under Minn. Stat. § 356.24. The state-paid contribution shall be in an amount matching the employee's contribution on a dollar-for-dollar basis not to exceed three hundred dollars ($300) per employee per fiscal year.

County-benefitted employees are excluded from the deferred compensation match. Federal and state rules governing participation in the Minnesota Deferred Compensation Plan shall apply. The employee, not the Judicial Branch, is solely responsible for determining their total maximum allowable annual contribution amount under IRS regulations.

18.15 Vacation Conversion to Deferred Compensation.
State-benefitted employees are eligible to participate in vacation conversion to deferred compensation per MJB Policy 300(k) Vacation Conversion Policy. Deferred compensation contributions made through vacation conversion are not eligible for a state-paid matching contribution. County-benefitted employees are excluded from participating in vacation conversion to deferred compensation.

ARTICLE 19 HOURS OF WORK

19.1 Standard Work Schedules.
For a full-time Employee, the standard work schedule consists of eighty (80) hours of work within a two (2) week pay period.

19.2 Purpose.
The purpose of this Article is to provide a general standard and to establish the basis for computing overtime. This Article is not a guarantee of hours of work.

19.3 Overtime.
All hours worked over a forty (40) hour work week shall be paid overtime at one and one-half (1½) times regular pay in cash or compensatory time off.

19.4 Meals and Rest Breaks.
Each Employee who works more than four (4) hours per day shall normally have an unpaid meal period of no less than thirty (30) minutes nor more than sixty (60) minutes, the duration of which is at the discretion of the Employer, or its designees. Each Employee shall normally have a fifteen (15) minute paid rest break during each one-half of their standard work day or during each four (4) hours of scheduled work, whichever is greater. The scheduling of Employee rest breaks is at the discretion of the Employer, when practical. Rest breaks missed shall not be accumulated, or paid beyond the requirements of federal and/or state law. Paid rest breaks may be combined with the unpaid meal break.

19.5 Call In Time.
An Employee who is called in to duty by the Court Administrator during their scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1 ½) times the Employee's regular base pay rate. An extension of or early report for regularly scheduled shift for duty does not qualify the Employee for the two (2) hour minimum.

ARTICLE 20 COMPENSATORY TIME BANKS

20.1 Size of Bank.
An Employee's compensatory time bank may not exceed eighty (80) hours.

20.2 Use of Compensatory Time.
Employees shall schedule compensatory time off in the same manner as scheduling vacations and shall normally be permitted to use compensatory time off upon request if the usage does not unduly disrupt the operations of the Employer's designee.

A. Any hours accrued in excess of the maximum eighty (80) hour bank shall be claimed as paid overtime.

B. Compensatory time may be accrued any time an Employee's bank is below the maximum of eighty (80) hours.

C. Employees have the option to choose between compensatory time and paid overtime when their bank is below eighty (80) hours.

D. Compensatory time may be used as accrued. However, compensatory time cannot be used during the same workweek in which overtime or compensatory time is earned.

E. Each Employee may, one time during each fiscal year, cash out up to 100% of the compensatory time balance on the first payroll period in December or the first payroll period in June, as long as fiscal resources at the local court level permit.

F. Compensatory time must be exhausted before leave without pay is taken.

ARTICLE 21 NON-DISCRIMINATION

21.1 Non-Discrimination.
Neither the Employer nor the Union shall discriminate against any Employee because of Union or non-Union membership or because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age. Notwithstanding any language to the contrary, including in the policy itself, Employees seeking to process complaints of discrimination or

harassment within the Minnesota Judicial Branch shall utilize the policy and procedure described in the Employer's policy against discrimination and harassment for internal resolution of such grievances. The provision in no way eliminates the Employee's right to resort to external state, local, or federal procedures or to commence legal action to challenge alleged discrimination or harassment.

21.2 ADA.

The Employer will take such actions as are necessary to comply with the Americans With Disabilities Act in order to reasonably accommodate an Employee. When a reasonable accommodation is required or requested, the Employer or its designee will meet and discuss reasonable accommodation options with the Employee before the Employer or its designee takes action.

ARTICLE 22 WORKERS' COMPENSATION; INJURED-ON-DUTY PAY

22.1 Job-Related Injuries.

An Employee incurring an on-the-job injury shall be paid their regular rate of pay for the remainder of the scheduled work day without deduction from vacation or sick leave accruals. An Employee who incurs a compensable illness or injury and receives workers' compensation benefits may elect to use accumulate vacation or sick leave, or both, during an absence resulting from an injury or illness for which a claim for workers' compensation is made or while an award of benefits is pending. Such leave may be used on the following basis:

The Employee retains the workers' compensation benefit check and receives payments from sick leave and vacation leave accruals in an amount which will total their regular gross pay for the period of time involved provided that the total rate of compensation shall not exceed the regular compensation of the Employee (Minn. Stat. § 176.021, Subd. 5); or, the Employee retains the workers' compensation benefit check and takes an unpaid workers' compensation leave during the time they are unable to work.

ARTICLE 23 COURTROOM RECORDING

23.1 Performance of Duties

When a bargaining unit member is required to perform electronic recording duties (excluding child support hearings – child support magistrate proceedings) in addition to their regular clerk duties, the clerks shall not be responsible for the quality of the record, any recording logs/documentation, accuracy, clarity, transcript requests, copy of the record, preparing transcripts, or any customer service pertaining to the recorded information. In no event shall clerks be disciplined as a result of recording performance, excluding a clerk's refusal to comply with instructions to record a proceeding.

23.2 Coverage of Reporting Functions

When the services of both a clerk and a court reporter are required and a court reporter is not assigned to the courtroom, two employees (or an employee and a supervisor) shall provide

courtroom coverage. Availability of resources shall be determined by local court administration. This provision excludes child support hearings. No court clerk shall be denied personal leave because court reporter coverage is needed.

ARTICLE 24 DURATION

24.1 Term.

The Agreement shall remain in full force and effect for a period commencing July 1, 2023, through June 30, 2025. In the event a new agreement is not in effect after June 30, 2025, all compensation, working conditions and benefits shall remain in effect as set forth in this Agreement until a successor agreement is effected.

24.2 Future Negotiations for Successor Agreement.

Negotiations shall commence no sooner than ninety (90) days before expiration, unless the parties agree otherwise in writing.

For the Minnesota Judicial Branch

9/8/2023

Jeff Shorba
State Court Administrator

9/8/23

Jessi Bienfang
Labor and Employee Relations Manager

For the Minnesota Teamsters Public and Law Enforcement Employees Union Local No 320

9/8/23

Brian Aldes
Secretary Treasurer and Principal Officer

APPENDIX A CITATIONS

Following are the citations for applicable Minnesota Statutes. These statutes are subject to change or repeal. These statutes are not grievable or arbitrable under Article 11 of this Agreement.

15.62	Athletic Leave of Absence
43A.185	Disaster Volunteer Leave
181.940 – 181.943	Parenting Leave, School Conference and Activities Leave, and Sick Child Care Leave
181.945	Bone Marrow Donation Leave
181.946	Leave for Civil Air Patrol Service
192.26, 192.261	Military Service Leave
202A.19	Precinct Caucus Leave
204B.195	Time Off From Work to Serve as Election Judge
204C.04	Time Off to Vote in a State Primary Election, a Presidential Primary Election, or an Election to Fill a Vacancy in the Office of United States Senator or United States Representative
179A.07	Union Leave
480.181	Transfer from County to State Employment

APPENDIX B VACATION LEAVE PRORATION SCHEDULE
Clerical, Administrative and Technical Employees

LENGTH OF SERVICE REQUIREMENT									
No. Hours Worked During Pay Period	0 years through 1 year	After 1 year through 2 years	After 2 years through 5 years	After 5 years through 8 years	After 8 years through 12 years	After 12 years through 18 years	After 18 years through 25 years	After 25 years through 30 years	After 30 years
Less than 9.5	0	0	0	0	0	0	0	0	0
At least 9.5, but less than 19.5	.75	.75	1	1	1.25	1.50	1.50	1.75	1.75
At least 19.5, but less than 29.5	1	1	1.25	1.5	1.75	2.	2.	2.25	2.25
At least 29.5, but less than 39.5	1.50	2	2.25	2.5	2.75	3	3	3.25	3.50
At least 39.5, but less than 49.5	2	2	2.5	3	3.50	3.75	4	4.25	4.50
At least 49.5, but less than 59.5	2.50	3	3.5	4	4.50	4.75	5	5.50	5.75
At least 59.5, but less than 69.5	3	3.5	4	4.5	5.25	5.75	6	6.50	6.75
At least 69.5, but less than 79.5	3.5	4	4.5	5	6.25	6.75	7.0	7.5	8.0
At least 79.5	4	4.5	5	5.5	7	7.50	8	8.50	9

APPENDIX C POLICY REFERENCES

Judicial Branch policies referenced in this Agreement for informational purposes may be found at the following locations. These policies are subject to change or repeal and are not grievable or arbitrable under Article 17 of this Agreement.

Policy	Location
Insurance	MMB–Pay & Benefits – Insurance & Wellness (https://mn.gov/mmb/segip/)
Minnesota Judicial Branch Policy Against Discrimination and Harassment	CourtNet at Judicial Branch Policies and Procedures
Minnesota State Court System Policy on Family Medical Leave Act	CourtNet at Judicial Branch Policies and Procedures
Pre-tax Benefits (premium and expense accounts)	MMB – Pay & Benefits – Insurance & Wellness (https://mn.gov/mmb/segip/)
Travel and Reimbursement Policy	CourtNet at Judicial Branch Policies and Procedures

APPENDIX D PAY BANDS AND CLASSIFICATIONS SCHEDULE

Pay Band	Classification
Pay Band 1	Office Assistant I Record Clerk I
Pay Band 2	Court Attendant
Pay Band 3	Account Clerk I Court Operations Clerk Office Assistant II
Pay Band 4	Account Clerk II Records Clerk II
Pay Band 5	Calendar Clerk Court Administrative Assistant Office Assistant III Court Operations Associate Scheduling Specialist
Pay Band 6	Staff Generalist I Court Operations Leadworker I Accounting Technician
Pay Band 7	Probate Registrar Court Operations Leadworker II
Pay Band 8	Calendar Coordinator Court Interpreter

APPENDIX E SALARY SCHEDULES

FISCAL YEAR 2024
(July 1, 2023 – June 30, 2024)

Pay band	1	2	3	4	5	6	7	8
Minimum	$ 15.34	$ 16.56	$ 17.88	$ 19.33	$ 21.02	$ 22.69	$ 24.67	$ 26.64
Midpoint	$ 19.89	$ 21.47	$ 23.19	$ 25.06	$ 27.72	$ 29.89	$ 33.05	$ 35.68
Maximum	$ 24.43	$ 26.37	$ 28.49	$ 30.78	$ 34.41	$ 37.09	$ 41.42	$ 44.71

FISCAL YEAR 2025
(July 1, 2024– June 30, 2025)

Pay band	1	2	3	4	5	6	7	8
Minimum	$ 16.26	$ 17.55	$ 18.95	$ 20.49	$ 22.28	$ 24.05	$ 26.15	$ 28.24
Midpoint	$ 20.71	$ 22.36	$ 24.15	$ 26.10	$ 28.86	$ 31.13	$ 34.41	$ 37.15
Maximum	$ 25.16	$ 27.16	$ 29.34	$ 31.70	$ 35.44	$ 38.20	$ 42.66	$ 46.05

POLITICAL ACTION COMMITTEE CONTRIBUTIONS
LETTER OF AGREEMENT

This agreement is entered into between the Minnesota Judicial Branch and The Minnesota Teamsters Public and Law Enforcement Employee' Union, Local No. 320 representing the 1st & 7th District Court Clerical, Administrative and Technical Employees.

The Minnesota Judicial Branch agrees to discuss the issue of Employee Political Activity with the Minnesota Teamsters Local 320, representative of CAT employees within Districts 1 and 7, as part of a larger discussion with the two other bargaining units representing employees at the Judicial Branch. The outcome of the discussion between representatives of the Judicial Branch and representatives of the three bargaining units shall be shared with the Judicial Council.

Should the Judicial Council adopt an Employee Political Activity Policy permitting individual employee contributions to a political action committee, such as the Teamsters DRIVE program, the employer will agree to reopen Article 6 midterm for the express purposes of negotiating over the potential inclusion of payroll deduction authorization for the Teamsters DRIVE program.

FOR THE EMPLOYER:

/s/ Sue Dosal 10-15-07
Sue Dosal Date
State Court Administrator

/s/ Walter W. Wojcik, Jr. 10-15-07
Walter W. Wojcik, Jr. Date
Labor/Employee Relations Manager

FOR THE UNION:

/s/ Kari Seime for 10-10-07
George Cejka Date
Business Agent

MEMORANDUM OF AGREEMENT
between
THE MINNESOTA JUDICIAL BRANCH
and
MINNESOTA TEAMSTERS LOCAL 320,
AFL-CIO
FIRST AND SEVENTH JUDICIAL DISTRICTS:
Compensation During the Term of the 2012-13 Labor Agreement
(July 1, 2011-June 30, 2013)

The Minnesota Judicial Branch (Employer) and the Minnesota Teamsters, Local No. 320 (Union) have voluntarily agreed upon a wage settlement for the term of the 2012-2013 Labor Agreement.
The Parties hereby agree that if the Employer voluntarily enters into an agreement with any other represented or non-represented employee group for the period July 1, 2011 through June 30, 2013, providing for general increases, steps, or lump sum payments, the employees represented by Union will receive the same offer.
The parties agree that this "me too" agreement applies only to wages, steps, lump sum payments, and stability/longevity pay. The parties agree that this "me too" agreement does not apply to reimbursement or allowance for association dues or equipment customarily provided to specific groups of employees.
This Memorandum of Agreement is effective from the date of signing until June 30, 2013. This Memorandum of Agreement will not automatically renew or continue after June 30, 2013.

/s/Kristine Bolander	1/3/12	/s/ Sami Gabriel	12/20/11
Kristine A. Bolander	DATE	Sami Gabriel	DATE
Labor/Employee Relations Manager		Business Representative, Local 320	

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