LABOR AGREEMENT

Between

THE MINNESOTA JUDICIAL BRANCH

and

**MINNESOTA COUNCIL NUMBERS 5 AND 65,
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

**(Clerical, Administrative, and Technical employees of the
Second, Third, Fourth, Fifth, Sixth, Ninth and Tenth Judicial Districts)**

July 1, 2025 — June 30, 2027

TABLE OF CONTENTS

ARTICLE 1 PREAMBLE 1

ARTICLE 2 RECOGNITION 1

Section 1 Existing Units 1
Section 2 Union Exclusivity 1

ARTICLE 3 UNION SECURITY 2

Section 1 Check Off 2
Section 2 Exclusivity 2
Section 3 Employee Lists 2
Section 4 Indemnity 2
Section 5 Bargaining Unit Security 2

ARTICLE 4 MANAGEMENT RIGHTS 3

Section 1 General 3
Section 2 Reservation 3

ARTICLE 5 UNION RIGHTS 3

Section 1 New Employee Union Orientation 3
Section 2 Union Activities 3
Section 3 Employee Email Use and Bulletin Boards 4

ARTICLE 6 NO STRIKE OR LOCK OUT 4

Section 1 No Strike 4
Section 2 No Lock Out 5

ARTICLE 7 WORK RULES 5

ARTICLE 8 NON-DISCRIMINATION 5

Section 1 Protected Class Status 5
Section 2 No Union Discrimination 5
Section 3 Union Responsibility 5
Section 4 Employee/Employer Responsibility 6

ARTICLE 9 HOLIDAYS 6

Section 1 Eligibility 6
Section 2 Observed Holidays 6
Section 3 Floating Holidays 6
Section 4 Holidays On Day Off 7
Section 5 Holiday Pay Entitlement 7
Section 6 Work on a Holiday 7
Section 7 Religious Holidays 8

ARTICLE 10 VACATION LEAVE 8

Section 1 General Conditions 8
Section 2 Length of Service Requirements/Accruals 8
Section 3 Vacation Period 10
Section 4 Vacation Charges 10
Section 5 Work During Vacation 11
Section 6 Vacation Transfer and Liquidation 11
Section 7 Vacation Donation Program 11
Section 8 Vacation Conversion to Deferred Compensation 12

ARTICLE 11 SICK LEAVE 12

Section 1 Eligibility 12
Section 2 Sick Leave Accrual 12
Section 3 Sick Leave Use 13
Section 4 Sick Leave Charges 17

ARTICLE 12 LEAVES OF ABSENCE 17

Section 1 Notice 17
Section 2 Authorization For Leave 17
Section 3 Paid Leaves of Absence Mandatory 18
Section 4 Unpaid Leaves of Absence – Mandatory 20
Section 5 Unpaid Leaves of Absence – Discretionary 21
Section 6 Other Leaves 22
Section 7 Return After Leave 23

ARTICLE 13 PROBATIONARY PERIOD 23

Section 1 Original Probationary Period 23
Section 2 Promotional Probation 24
Section 3 Required Probation Following Transfers. 25
Section 4 Other Probation. 26
Section 5 Discretionary Probationary Periods. 26
Section 6 Bidding Rights Upon Return to Former Position. 27

ARTICLE 14 VACANCIES, RECLASSIFICATIONS AND REASSIGNMENT 27

Section 1 Vacancies 27
Section 2 Posting 27
Section 3 Bidding 27
Section 4 Filling Positions 28
Section 5 Reclassification Requests 29
Section 6 Effects of Reclassifications – Vacancies 29
Section 8 Reassignment 30
Section 9 Temporary Employees 31

ARTICLE 15 SENIORITY/LAYOFF AND RECALL 32

Section 1 Seniority Defined 32
Section 2 Termination Of Seniority Rights 33
Section 3 Layoff 33
Section 4 Permanent Layoff 33

Section 5 Layoff Lists 35
Section 6 Recall 36
Section 7 Removal from Layoff List 36
Section 8 Work Out of Class and Mobility 37

ARTICLE 16 EXPENSE ALLOWANCES 38

ARTICLE 17 DISCIPLINE, DISCHARGE AND RESIGNATION 38

Section 1 Purpose 38
Section 2 Union Representation 38
Section 3 Disciplinary Procedure 38
Section 4 Investigatory Leave 39
Section 5 Notice Hearing 39
Section 6 Appeal Procedures 40
Section 7 Official Personnel Records 40
Section 8 Resignations/Job Abandonment 42
Section 9 Resignation Notice 42

ARTICLE 18 GRIEVANCE PROCEDURE 42

Section 1 Grievance Procedure 42
Section 2 Processing Grievances 43
Section 3 Arbitration 44
Section 4 Expedited Arbitration 45
Section 5 Arbitrator's Authority 45
Section 6 Time Limits 45

ARTICLE 19 INSURANCE 46

ARTICLE 20 WORKERS COMPENSATION AND INJURED ON DUTY PAY 46

Section 1 Job Related Injuries 46
Section 2 Return from Job-Related Injuries 46
Section 3 Vacation and Sick Leave Accruals 46
Section 4 Insurance 47
Section 5 Injury on Duty Pay 47

ARTICLE 21 JOB SAFETY 47

ARTICLE 22 HOURS OF WORK 47

Section 1 General 47

ARTICLE 23 WAGES 50

Section 1 Salary Ranges 50
Section 2 General Wage Adjustment – Fiscal Year 2026 50
Section 3 Annual Increase 50
Section 4 Other Wage Adjustments 51
Section 5 Salary Upon Class Change Promotion. 51
Section 6 Work Out Of Class 52

Section 7 Severance Pay 52
Section 8 Health and Dental Premium Accounts 53
Section 9 Medical/Dental Expense Account 53
Section 10 Dependent Care Expense Account 54
Section 11 Health Care Savings Plan 54
Section 12 Transit Expense Account 54
Section 13 Achievement and Spot Award Policy and Procedure 54
Section 14 Deferred Compensation 54
Section 15 Minnesota Paid Leave Premiums 55

ARTICLE 24 SAVINGS CLAUSE 55

Section 1 Validity 55
Section 2 Re-negotiation 55

ARTICLE 25 ENTIRE AGREEMENT 55

ARTICLE 26 DURATION 56

Section 1 Duration 56
Section 2 Renewal 56
Section 3 Agreement-In-Effect 56

APPENDIX B VACATION LEAVE PRORATION SCHEDULE 59

APPENDIX C SICK LEAVE PRORATION SCHEDULE 60

APPENDIX D STATUTORY CITATIONS 61

APPENDIX E EMPLOYER'S AND DESIGNEE'S DUTY TO FURNISH 62

APPENDIX F SALARY RANGES 65

APPENDIX G CLASSIFICATION LIST 66

ARTICLE 1 PREAMBLE

This Agreement is entered into between the Minnesota Judicial Branch, hereinafter referred to as the Employer, and the jointly certified AFSCME unit consisting of Minnesota Council No. 65, Local No. 1500, AFL-CIO, and Minnesota Council No. 5, Local No. 3688, AFL-CIO. Unless otherwise specifically noted in this Agreement, the "Union" hereinafter refers to both Councils jointly as certified by the Minnesota Bureau of Mediation Services.

The purpose of this agreement is to establish rates of pay, hours of work and other terms and conditions of employment.

The Employees and Employer (as described above) acknowledge their responsibility to:

- Promote harmonious relations in the workplace;
- Promote dignity and respect in the workplace; and
- Establish and promote equitable and peaceful resolutions of differences.

ARTICLE 2 RECOGNITION

Section 1 Existing Units

The Employer recognizes the Union as the exclusive bargaining representative, under Minnesota Statutes, Section 179A.03, Subdivision 14, for:

All clerical, administrative and technical employees employed by the Minnesota Judicial Branch within the Second, Third, Fourth, Fifth, Sixth, Ninth and Tenth Judicial Districts excluding supervisory, confidential and all other employees.

Section 2 Union Exclusivity

The Employer will not, during the life of this Agreement, meet and confer or meet and negotiate with any individual employees or with any other employee~~s~~' organization with respect to the terms and conditions of employment of the employees covered by this Agreement except through the Union or its authorized representatives. The Employer will not assist or otherwise encourage any other employee organization which seeks to bargain for employees covered by this Agreement.

ARTICLE 3 UNION SECURITY

Section 1 Check Off

The Employer shall deduct the membership dues from the earnings of those employees who authorize such deductions in writing. The Union shall submit such authorizations and certify the amounts to be deducted at least seven (7) calendar days prior to the end of the payroll period for which the deductions are to be effective and the deduction shall continue in effect until cancelled by the employee through the Union. The aggregate deductions of all employees, together with a detailed record, shall be remitted to the Union office within ten (10) calendar days after such deductions are made.

Section 2 Exclusivity

No other employee organization shall be granted payroll deduction of dues for employees covered by this Agreement.

Section 3 Employee Lists

The Employer, or its designee, shall report to the Union the information on all employees added to or removed from the bargaining unit by seniority unit, including the reason for removals. The employer will send a report detailing temporary employees in court administration for all AFSCME Districts. These reports shall be made on a monthly basis and shall be transmitted no later than one (1) calendar week following the end of each month.

Upon request of the Union, the Employer shall provide the Union with a listing of all employees in the bargaining unit represented by the Union.

The Labor Relations Manager shall notify the Union of any new job classifications.

Section 4 Indemnity

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 as a result of a request of the Union under the provisions of this Article including fair share deductions and remittances.

Section 5 Bargaining Unit Security

The Employer shall provide the applicable Local Union President with information on new volunteers, interns and student workers in court administration via e-mail from the HR Manager or designee.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1 General

It is recognized 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 its various aspects.

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 persons by which such operations and services are to be conducted, and select and direct personnel.

Section 2 Reservation

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.

ARTICLE 5 UNION RIGHTS

Section 1 New Employee Union Orientation

District Human Resources shall notify the designated Union Representative within the first two weeks from a new hire's start date to allow the scheduling of a 60 minute union orientation within the new employee's first 30 days of employment. If a work-location orientation is not feasible, the union shall be offered 60 minutes to conduct the orientation by electronic means or as part of the district's orientation agenda.

Section 2 Union Activities

The Union may designate employees from the bargaining unit to act as stewards and shall inform the Employer's Labor Relations Manager, in writing, of such designated employees in a timely manner. 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 the Employer's Labor Relations Manager, until such time as the union notifies it in writing of the employee's designation as a steward and/or alternate.

With advance notice to the employee's immediate supervisor, the Employer agrees that during working hours, on the work premises, without loss of pay, the Union president or one designated Union Representative shall be allowed reasonable time which does not unduly interfere with their normal duties or the duties of other employees to: post Union notices and announcements; to distribute the contract and steward list to employees; conduct orientation for new hires; transmit communications authorized by the Local

Union or its officers to the Employer or their representative; or consult with the Employer, or their representatives; or to consult with Local Union officers, or other Union representatives, regarding enforcement of any provisions of this Agreement. This provision does not include paid time off to attend union or officer meetings. Any unresolved concerns regarding the use of this provision shall be discussed through a meet and confer.

Section 3 Employee Email Use and Bulletin Boards

Notwithstanding other appropriate employment uses, the Employer shall allow bargaining unit employees to use its email system to advertise Union meetings and Union initiatives to other bargaining unit members so long as usage complies with the Employer's policy about email usage, the communication does not advocate any course of action contrary to the provisions of this Agreement, nor does the communication contain any material of a partisan political, derogatory, or inflammatory nature. This provision would prohibit any materials that promote or disparage any candidate or political party in any race for elected office.

The Employer shall furnish adequate bulletin board space in one or more convenient places in the work areas to be used exclusively by the Union for posting pertinent Union information. Upon request of the Union, the Employer shall provide an exclusive bulletin board. It is specifically understood that posted materials shall not advocate any course of action contrary to the provisions of this Agreement nor shall they contain material of a partisan political, derogatory or inflammatory nature. This provision would prohibit any materials that promote or disparage any candidate or political party in any race for elected office.

ARTICLE 6 NO STRIKE OR LOCK OUT

Section 1 No Strike

The Union agrees that it will not promote or support any unlawful strike under the Minnesota Public Employment Labor Relations Act. A strike is lawful if conducted as provided under the provisions of M.S. 179A.18. A strike is defined under the Minnesota Public Employment Labor Relations Act as a "concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow down or the absence in whole or in part from the full, faithful, and proper performance of the duties of employment for purpose of inducing, influencing, or coercing a change in the conditions of compensation or the rights, privileges, or obligations of employment."

Any employee who knowingly violates the provisions of this section may be discharged or otherwise disciplined. Any employee so disciplined may elect to grieve the discipline under this Agreement.

Section 2 No Lock Out

No lock out shall be instituted by the Employer and/or its designees during the life of this Agreement.

ARTICLE 7 WORK RULES

The Employer, and/or its designees, may establish and enforce reasonable work rules, policies, and guidelines that are not in conflict with the provisions of this Agreement. Such rules, policies and guidelines shall be applied and enforced without discrimination. The Employer shall notify the Union Presidents and Exclusive representatives regarding changes in new or amended work rules, guidelines, and Human Resource policies that apply to Bargaining Unit Employees prior to the Employer placing them in effect. Work rules, policies, and guidelines will be labeled as new or amended, shall indicate if applied statewide or the county and/or district, and shall be communicated via email or provided in written format at staff meetings as far in advance of their effective date as possible

ARTICLE 8 NON-DISCRIMINATION

Section 1 Protected Class Status

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual preference, race, color, creed, disability, national origin, political affiliation, gender identity, familial status, or religion or as defined by statute or Court Rule. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. When a reasonable accommodation under the Americans with Disabilities Act is necessary and the accommodation conflicts with any provision of the Agreement, the Employer and the Union shall meet and confer prior to the implementation of the accommodation.

Section 2 No Union Discrimination

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or non-membership or because of any employee activity in an official capacity on behalf of the Union, which is in accord with the provisions of this Agreement.

Section 3 Union Responsibility

The Union accepts its responsibility as exclusive bargaining representative and agrees to represent all employees in the bargaining unit without discrimination,

interference, restraint or coercion because of membership or non-membership in the Union.

Section 4 Employee/Employer Responsibility

All parties to this Agreement shall perform their duties and responsibilities in a non-discriminatory manner as such duties and responsibilities involve other employees, the general public, and/or clients

ARTICLE 9 HOLIDAYS

Section 1 Eligibility

All full-time, part-time and benefit earning temporary employees in payroll status are eligible for paid holidays.

Non-benefit earning temporary employees, intermittent employees, emergency employees, and interns shall not be eligible for paid holidays or the floating holiday.

Section 2 Observed Holidays

The following days shall be observed as paid holidays for employees:

Independence Day July 4
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth June 19

Section 3 Floating Holidays

All eligible employees shall receive one (1) floating holiday each fiscal year. For fiscal years 2026 and 2027, all eligible employees shall receive a second floating holiday, totaling two (2) per fiscal year. The employee must request the floating holiday in advance. The holiday shall be taken on an employee's regularly scheduled work day subject to mutual agreement between the Employer or its designees and the employee. The floating holiday shall be taken in the fiscal year in which it is earned, or it is lost. A floating holiday may not be taken in increments of less than the full number of hours that the employee is entitled to receive.

Section 4 Holidays On Day Off

When a holiday falls on a scheduled day off, the scheduled work day before or after the holiday at the discretion of the Employer or its designees shall be the holiday unless other arrangements are agreed to between the Employer or its designees and the employee.

Section 5 Holiday Pay Entitlement

In order to receive a paid holiday (including both observed holidays and floating holidays), an otherwise eligible employee must have returned to work from their unpaid leave prior to the holiday and have paid time within the pay period in which the holiday occurs. Employees may not receive a paid holiday when there is no paid time in the pay period, or while on an unpaid leave, except while using Military, Voluntary Unpaid Salary Savings Leave, or Minnesota Paid Leave.

A. Employees who normally work less than 80 hours per pay period shall have their holiday pay pro-rated in accordance with their FTE allocation, not to exceed eight (8) hours. With supervisory approval, the employee may work additional hours within the work week or use accrued compensatory or vacation leave to make up for any loss of pay.

B. Employees who do not work a regular recurring schedule shall have their holiday pay pro-rated consistent with their FTE allocation, not to exceed eight (8) hours. With supervisory approval, the employee may work additional hours within the work week or use accrued compensatory or vacation leave to make up for any loss of pay.

C. Employees who work flex schedules (e.g., four 10-hour days) receive holiday pay based on the number of hours the employee would have been scheduled to work had there been no holiday, to a maximum of eight (8) hours. With supervisory approval, the employee may work additional hours within the work week or use accrued compensatory or vacation leave to make up for any loss of pay.

The estate of an eligible employee who has died on a holiday or holiday weekend shall be entitled to be paid for the holiday.

Section 6 Work on a Holiday

Hours worked on an observed holiday must be pre-approved. If pre-approval is given, any eligible employee who works on a designated holiday shall receive the appropriate holiday compensation and time and one-half for all hours worked on the holiday. Compensation for holiday hours worked shall be provided either in compensatory time off or wage payments as determined by the Employer.

Section 7 Religious Holidays

When a religious holiday not observed as a holiday, 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, compensatory time, a floating holiday, or by mutual consent with the Employer or its designee, is able to work an equivalent number of hours during the workweek to compensate for the hours lost. An employee who chooses to observe such a religious holiday shall notify the employee's supervisor in writing at least twenty-one (21) calendar days prior to the religious holiday, provided that this notice requirement does not apply when the employee chooses to use the floating holiday to observe the religious holiday.

ARTICLE 10 VACATION LEAVE

Section 1 General Conditions

A. Eligibility. All employees in payroll status, who are appointed for a period in excess of six months, are eligible to accrue vacation leave.

B. Use. Vacation leave hours shall not be used during the payroll period in which the hours are accrued.

C. Vacation pay is paid at the employee's current (or final) rate of pay, and not their rate of pay when the vacation time accrued.

D. Vacation may not be used on an employee's last day of work or to extend employment into another month for insurance coverage.

Section 2 Length of Service Requirements/Accruals

The rates of vacation accrual described within this agreement are applicable to eligible state benefited employees only.

A. Accrual Rates. All eligible employees shall accrue vacation leave according to the following rates:

Length of Service Requirement	**Rate Per Full Pay Period**
0 through 1 Year	4 Working Hours
After 1 through 2 Years	4.5 Working Hours
After 2 through 5 Years	5 Working Hours
After 5 through 8 Years	5.5 Working Hours
After 8 through 12 Years	7 Working Hours
After 12 through 18 Years	7.5 Working Hours
After 18 through 25 Years	8 Working Hours
After 25 through 30 Years	8.5 Working Hours
After 30 Years	9 Working Hours

For an eligible employee who is hired from a Minnesota district court position into a state court position, their leave accrual date shall be the date the last employer recognized for leave accrual purposes.

B. Length of Service Requirements. For purposes of determining changes in an employee's accrual rate, the Length of Service Requirement shall not include periods of suspension, Minnesota Paid Leave, or unpaid non-medical leaves of absence (unless designated as FMLA), that are more than one full payroll period in duration. Length of Service Requirements shall only include an employee's service in a vacation eligible status.

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.

C. Pro-ration. Eligible employees being paid for less than a full eighty (80) hours pay period shall have their vacation accruals pro-rated in accordance with Appendix B.

D. Reinstatement of Accrual Rate. An eligible employee who is reinstated or reappointed to the State service within four (4) years from the date of resignation in good standing or retirement shall accrue vacation leave with the same credit for length of service that existed at the time of such separation.

E. Maximum Accruals. Vacation leave may be accumulated to any amount provided that once during each fiscal year, the accumulation is reduced to two hundred seventy-five hours (275) or less. This must be accomplished on or before the last day of the first pay period in July. If not, the accumulation balance shall be reduced to two hundred seventy-five (275) hours on the last day of the first pay period in July.

Employees on a military leave shall earn and accrue vacation leave as though actually employed, without regard to the maximum accumulation set forth above.

Vacation earned in excess of two hundred seventy-five (275) hours shall be taken within two (2) years of the date the employee returns from military service.

F. Transfer of Vacation Leave Above 275 Hours for Employees Transferred Under the Provisions of M.S. 480.181. If any court employee transfers to state employment under the provisions of M.S. 480.181 with vacation hours in excess of 275 hours, they shall be credited with the full amount once verified, but shall be required to use the excess vacation hours over the course of one year from the date of employment, or all hours in excess of 275 shall be lost. Employees whose leave balances are maintained as paid time off (PTO) may elect to transfer the balance of the hours verified by the county on the basis of crediting up to 60% into vacation leave and the remainder into their sick leave balance.

Section 3 Vacation Period

An employee shall submit a request for vacation leave in writing prior to the absence. The Employer or its designee shall respond in writing within five (5) working days, and shall deny the request only to meet job-related organizational needs. When a request is made more than six months in advance and organizational needs may interfere with approval, the request will be discussed between the requesting employee and the employer within five (5) working days of the request. No request shall be unreasonably denied or response delayed.

Section 4 Vacation Charges

Employees who use vacation shall be charged only for the number of hours they would have been scheduled to work during the period of absence. In no instance, however, shall vacation leave be granted in increments of less than one-quarter (1/4) hour except to permit use of lesser fractions that have been accrued. Holidays that occur during vacation periods will be paid as a holiday and not charged as a vacation day.

Employee vacation 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 use of such accrued leave.

Should an employee become ill or disabled while on vacation, vacation leave shall be changed to sick leave, effective the date of the illness or disability, upon notice to the employee's supervisor. In the event of a disability or hospitalization of those listed below, and the employee's attendance is necessary while the employee is on vacation, vacation leave shall be charged to sick leave, effective the date of the disability or hospitalization upon notice to the employee's supervisor. Upon such notice, employees may be requested by the Employer to furnish a medical statement from a medical practitioner. If requested by the Employer, such statement shall be provided as soon as possible after the illness, disability or hospitalization occurs.

Employee's:

- Spouse or Cohabitor
- Any dependent of the employee or spouse as defined by the SEGIP definition found below
- Parents
- Step Parents

Spouse or Cohabitor's:

- Parents
- Step Parents
- Adult Children

Section 5 Work During Vacation

Except in emergencies no employee shall be required to work during the employee's vacation once a vacation request has been approved.

Section 6 Vacation Transfer and Liquidation

An employee transferring to the service of another District Court, Judicial District, Appellate Court, or the State Court Administrator's Office shall have accumulated vacation leave transferred and such leave shall not be liquidated by cash payment. Any employee separated from the State service after the completion of their initial probationary period shall be compensated in cash, at the employee's then current rate of pay, for all vacation leave to the employee's credit at the time of separation, up to a maximum of 275 hours. Employees shall be allowed to leave their accumulated vacation to their credit during the period of seasonal or temporary layoff.

An eligible employee who is hired without a break in service between positions in the legislative or executive branches and the Minnesota Judicial Branch, shall have their accumulated vacation leave, to a maximum of 275 hours, and length of service transferred.

Section 7 Vacation Donation Program

State Benefitted Employees shall be able to donate accrued vacation leave for the use of other state benefitted employees who have exhausted their sick leave as permitted by Minnesota Statutes Chapter 43A.1815 and 43A.181. An employee may donate up to forty (40) hours of accrued vacation leave each fiscal year to the sick leave account or up to twelve (12) hours of vacation leave, converted to monetary value, for unreimbursed medical costs, of one or more State employees. If the statutorily defined limit changes during the term of the contract, the statutorily defined limit shall prevail.

Vacation donation by County Benefitted Employees is subject to County policy.

Section 8 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. Eligible employees may convert up to 60 hours for FY26, and may convert hours in accordance with the policy thereafter. 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 11 SICK LEAVE

Section 1 Eligibility

All employees in payroll status who are appointed for a period in excess of six months shall be eligible employees for purposes of this Article.

Section 2 Sick Leave Accrual

The rates of sick leave accrual described within this agreement are applicable to eligible state benefited employees only.

All full-time eligible employees shall accrue sick leave at the rate of four (4) hours per pay period of continuous employment beginning with their date of eligibility. An employee being paid for less than 80 hours in a pay period shall have their sick leave accrual pro-rated in accord with the schedule provided in Appendix D.

An eligible employee who moves without break in employment from a legislative or executive branch position to a Minnesota State Judicial Branch position, shall have their accumulated sick leave balance and bank, if any, transferred.

A newly hired employee serving an initial probationary period may be temporarily credited with up to 80 hours (10 days) of sick leave upon hire. Such credit shall be reduced proportionately as sick leave is accumulated. The employee's probationary period may be extended proportional to an absence in excess of two (2) weeks.

An eligible employee who is reinstated or reappointed to State service within four (4) years of the date of resignation in good standing or retirement shall have their accumulated but unused sick leave balance restored and posted to the employee's credit in the records of the Employer or its designee, provided that any employee being reappointed after receiving severance pay shall have their leave restored proportionately by deducting the hours which were paid as severance.

Section 3 Sick Leave Use

The Minnesota Judicial Branch provides employees with paid leave in compliance with Minnesota Earned Sick and Safe Time (ESST) pursuant to Minnesota Statutes §§ 181.9445 to 181.9448 through accrual and use of sick leave, per Minnesota Judicial Branch Policy 300(y) Earned Sick and Safe Time Policy and Procedure.

Sick leave use per Article 11, Section 3 will prevail in instances when it is most favorable to the employee.

If any changes to ESST law affect the terms and conditions of employment, either party may initiate a meeting to bargain the effects.

Whenever practical, an employee shall submit a written request for such leave in advance of the period of absence. When advance notice is not possible, an employee shall notify their supervisor on a daily basis by telephone or other means at the earliest opportunity. Employees shall be granted sick leave to the extent of the employee's 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
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 Spouse or Cohabiter's: • Siblings • Step siblings • Grandparents • Step grandparents • Great grandparents

	Upon notice to supervisor, an employee may take up to five (5) days of sick leave 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 the 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 unreasonably 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; safety leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking in accordance with MN Stat. § 181.9413.
Notes:	Dependents, regardless of relationship, are outlined in the SEGIP definitions.

Dependent	SEGIP Eligibility Terms
Biological Children	• to age 26
Adopted Children	• adopted or placed with you for adoption • to age 26
Step Children	• to age 26 and unmarried • you must be married to the child's parent
Foster Children (or ward)	• to age 26 • you must submit a completed Foster Child certification form

Grandchildren	• to age 26 if
	  ○ legally adopted or placed with you for adoption or
	  ○ placed in your physical custody
	-or-
	• to age 19, full-time student to age 25, and
	  ○ financially dependent upon and has resided with you continuously from birth, or
	  ○ unmarried, dependent upon you for principal support and maintenance and lives with you; and your child must be unmarried, to age 19 or 25 if a full-time student

Dependent	SEGIP Eligibility Terms
Disabled Children	• Any age or marital status, includes dependent children and grandchildren • Incapable of self-sustaining employment by reason of development disability, mental illness or disorder, or physical disability • Chiefly dependent upon you for principal support and maintenance
QMCSO	• your children who are required to be covered by a Qualified Medical Child Support Order
Spouse	• must be legally married under Minnesota law to an insurance eligible state employee • may not be legally separated • limited eligibility for spouses with other employer provided coverage

For the purposes of this section, cohabiter means:

An adult of either the same or opposite sex as the employee, under circumstances in which the employee and other adult:

1. Have entered into a committed interdependent relationship with each other;

2. Are jointly responsible for each other's basic common welfare;

3. Share a common residence and intend to do so indefinitely;

4. Are not related by blood or adoption such that would prohibit marriage in Minnesota; are neither married nor registered in another domestic partnership; and

5. Are legally competent and qualified to enter into a contract.

"Joint responsibility" means that each person agrees to provide for the other person's basic living expenses if the person is unable to provide for themselves.

"Basic common welfare" includes food, shelter, and health care.

"Share a common residence" means that two (2) people share the same place. It is not necessary that the legal right to possess the common residence be in both of their names. Two (2) people may have a common residence even if one (1) or both persons have an additional place to live. A cohabiter does not cease to live together with the employee if one (1) of them leaves the common residence but intends to return, including, but not limited to, periods of time left for long-term or short-term medical care, education, sabbaticals, or employment.

If the Employer reasonably believes an employee's use of sick leave is habitual, patterned or inappropriate, the Employer may require the Employee to furnish a statement from a health care provider attesting to the necessity of the leave.

The Employer may also require a similar statement from a medical practitioner if the Employer 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.

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. Once sick leave is exhausted, vacation credits may be used at the employee's discretion or, at the discretion of the Employer or its designee, leave without pay may be used.

Section 4 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 (1/4) 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.

ARTICLE 12 LEAVES OF ABSENCE

Section 1 Notice

An employee shall notify their immediate supervisor of their need for a leave of absence as far in advance as possible for a planned absence, and as soon as possible for an unexpected absence. This notice shall include the reason for and anticipated duration of the leave of absence. If the notice is not given in writing, the immediate supervisor shall document the receipt and details of the notice.

Section 2 Authorization For Leave

Authorization for or denial of a leave of absence shall be furnished to the employee in writing by the supervisor. All requests for a leave of absence shall be answered by the supervisor promptly, including, upon request by the employee, a statement of the employer's intent regarding whether or not the employee's position will be filled permanently. No leave of absence request shall be unreasonably denied and no employee shall be required to exhaust vacation leave accruals prior to a leave of absence except as required under Section 5B, Personal Leave.

When the Employer approves an unpaid leave of absence for an employee, the Employer shall advise the employee in writing of the steps the employee must take to continue insurance coverages.

Section 3 Paid Leaves of Absence Mandatory

Paid leaves of absence granted under this Article shall not exceed the employee's normal work schedule.

A. Court Appearance Leave. Leave shall be granted for appearance before a court, legislative committee, or other judicial or quasi-judicial body in response to a subpoena or other direction of proper authority for job-related purposes other than those instituted by the employee or the exclusive representative. Leave shall also be granted for attendance in court in connection with an employee's official duty, which shall include any necessary travel time. Such employee shall be paid at the employee's regular rate of pay but shall remit to their supervisor the amount received for, exclusive of expenses, serving as a witness as required by the court.

Any employee who must appear and testify in private litigation, not as an officer of the State 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 or its designee, the employee is able to work an equivalent number of hours during the pay week to compensate for the hours lost.

B. Educational Leave. Leave shall be granted for educational purposes if such education is required by the supervisor and shall be credited as active work time.

C. Jury Duty Leave. Leave shall be granted for service upon a jury. When not impaneled for actual service and only on call, the employee shall report to work. The employee shall receive regular pay for such time as 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.

D. Military Leave. Up to fifteen (15) working days leave per calendar year under M.S. 192.26 shall be granted to members of a reserve force of the United States or the State of Minnesota who are ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Minnesota during the period of such activity. The employee, upon receiving written notification of duty, must notify their immediate supervisor within three (3) calendar days of receiving that written notification.

E. Voting Time Leave. Any employee who is eligible to vote in elections referenced in Minnesota Statutes § 204C.04 may be absent from work to vote on Election Day or early voting in person provided the employee has made prior arrangements for such absence with their immediate supervisor.

F. Emergency Leave. In the event the Employer and/or its designee exercises its discretion to close a worksite due to an emergency, including inclement weather, such days shall be with pay. These days with pay shall be granted to employees scheduled to

work and those that would have normally reported for work. If, in the employee's reasonable opinion, it is not possible to report to or remain at the worksite safely, the employee shall notify the supervisor and shall use sick, vacation leave, compensatory time accrued, leave without pay, or make up the hours within the pay week.

G. Blood Donation Leave. Paid leave shall be granted to employees to donate blood on or off site, not to exceed three (3) hours per fiscal year, upon reasonable notice to employee's supervisor or designee, and shall not be unreasonably denied. The three (3) hours may be used intermittently.

H. Election Judge Leave. Upon twenty (20) calendar days advanced request, leave shall be granted for purposes of serving as an election judge in any election.

I. Vaccination Leave. Reasonable paid leave shall be granted to employees to obtain a vaccinations or boosters on or off site, not to exceed 2 hours per fiscal year.

J. Paid Parental Leave.

1. Length of 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.

2. Eligibility. 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.

Employees who have qualified for Minnesota Paid Leave and are receiving benefits through the program for the qualifying event are not eligible for paid parental leave.

3. Use. 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.

4. Interaction with Other Leaves. 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.

K. Negotiation Leave. Up to 12 employees may be paid for one (1) eight-hour day each to participate in bargaining the reopened wage article of this agreement. For the FY28-29 biennium, up to 12 employees may be paid for up to three eight-hour days each to participate in negotiations.

L. 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 paid organ donation leave granted prior to that determination.

M. Minnesota Paid Leave
Employees receiving benefits under the Minnesota Paid Leave program may use accrued sick leave, vacation leave, or other forms of paid leave permissible by law to supplement the difference between the Minnesota Paid Leave amount and the employee's base earnings, not to exceed 100% of the employee's regular compensation in effect immediately prior to the commencement of the Minnesota Paid Leave.

Employees shall not be required to exhaust accumulated sick, vacation or other forms of paid leave before or during the use of Minnesota Paid Leave.

Employees may use sick, vacation, or other applicable paid leave as provided under this agreement in lieu of participating in the Minnesota Paid Leave program.

Section 4 Unpaid Leaves of Absence – Mandatory

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

A. Disability Leave. Leaves of absence of up to one (1) year shall be granted to any permanent employee who, as a result of an extended illness or injury, has exhausted their accumulated sick leave. Upon request of the employee, such leave may be extended, at the discretion of the Employer or its designee. An employee who becomes disabled while on layoff or other leave of absence shall have the right to apply for and receive

disability leave status so the employee becomes eligible for a disability pension. The employee may be required to provide medical documentation substantiating the illness/injury.

B. Family Leave. A family leave of absence shall be granted to a natural parent or an adoptive parent, for a period of six (6) calendar months when requested in conjunction with the birth or adoption of a child. Leave shall commence on the date requested by the employee, but no later than the birth of the child. Sick leave used prior to the birth of the child with a medical practitioner's statement will not reduce the duration of the family leave. Sick Leave or vacation used following the birth of the child will not have the effect of extending the six (6) calendar month family leave. Family leave may be approved for intermittent use with reasonable notice to the supervisor. Upon request, the Employer or its designee~~s~~ may extend the leave up to a maximum of one year.

C. Military Leave. Leave under M.S. 192.261, subd. 1, shall be granted to an employee who enters into active military service in the Armed Forces of the United States for the period of military service, not to exceed four (4) years plus any additional time, in each case, as the employee may be required to serve pursuant to law.

Section 5 Unpaid Leaves of Absence – Discretionary

Discretionary unpaid leaves of absence may be granted, denied or limited in number at the discretion of the Employer or its designees.

A. Temporary Leave. When authorized by the State Court Administrator, temporary leave for salary savings purposes may be granted upon request of the employee provided that this leave shall not exceed sixty (60) consecutive days at any one time and that the Employer or its designee shall not hire a replacement for an employee on temporary leave. An employee on temporary leave 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.

B. Personal Leave. Leave may be granted to any employee, upon request, for personal reasons. Personal Leave may be given for a period of up to one (1) year, subject to annual renewal at the Employer or its designee's discretion. Employees may be required to exhaust vacation leave accruals prior to personal leaves of absence of less than ten (10) working days. No such leave shall be granted for the purpose of securing other employment except as provided in this Article.

C. Educational Leave. Leave may be granted to any employee for educational purposes.

D. Leave For Related Work. Leave not to exceed one (1) year may be granted to an employee to accept a position of fixed duration outside of the Minnesota Judicial

Branch which is funded by a government or private foundation grant and which is related to the employee's current work.

E. Elder Care Leave. Leave may be granted to an employee, upon request, to care for or to arrange for care for parents of the employee or the employee's spouse.

F. Volunteer Firefighters/Emergency Medical Technician/Natural Disaster Leave. Employees who notify their supervisor in advance that they are Emergency Medical Technicians or members of volunteer fire departments may be granted leave to respond to calls. Leave may also be granted to Red Cross, Civil Defense or First Responder volunteers in the event of a natural disaster or other catastrophe.

Section 6 Other Leaves

Other leaves recognized are as follows:

A. Transition Leave. 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 (2) calendar weeks of paid leave, ending at the date of layoff. This leave shall not be subject to the application and reinstatement provisions of this Article.

B. Union Leave. Upon written request of the Union, reasonable leave time shall be granted to employees who are elected or appointed by the Union to serve on a union negotiating team, Local Union Stewards, Local Union Officers, Union Officers or other employees who may be elected or appointed by the Union or Local Union to perform the duties of the exclusive representative.

Upon advance request to the employer, if office staffing permits, Employees shall be permitted to use union leave to attend Day on the Hill.

Upon the written request of the Union, a leave of absence shall be granted to employees who are appointed full-time representatives of the Union. Annually, the Employer may require the Union to confirm the employee's continuation on Union leave.

If the leave is for less than two consecutive pay periods, the employee on approved union leave shall continue to accrue seniority, sick and vacation. If the leave is for more than two consecutive pay periods, beginning with the third pay period, accruals for sick and vacation shall cease; the employee shall continue to accrue seniority. Accruals for County Benefitted Employees will be governed by the county rules for an unpaid leave.

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

Section 7 Return After Leave

An employee on an approved leave of absence is required to contact the Employer if an extension is being requested. Failure to contact the Employer 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 State service.

Any employee returning from an approved leave of absence as covered by this Article shall be entitled to return to employment in their former position within forty-five (45) days of commencement of the leave one time per fiscal year. In all other instances, return shall be to their former position or to another position in their former classification in their regular work location, or to a position of comparable duties in pay within their regular work location, if such reinstatement after leave occurs within two years of the date of initial leave. If employees are returning from leave of absence after a period of longer than two years of absence from the work location, the employee shall be returned to a vacant position in their former classification in their regular work location, or to a vacant position in that work location of equal or lower classification for which the person is determined by the Employer to be qualified. If no such vacancies are available, the employee shall be placed on a recall list for future vacancies. Employees returning from extended leaves of absence of less than one (1) year shall notify the Employer or its designee at least three weeks prior to their return. Employees returning from leaves of one (1) year or more shall notify the Employer or designee sixty (60) calendar days prior to their return from leave. Employees may return to work prior to the agreed upon termination date of the leave with the approval of the Employer or its designee. Employees returning from an unpaid leave of absence shall be returned at the same rate of pay the employee had been receiving at the time the leave of absence commenced plus any non-discretionary adjustments that would have been made had the employee been continuously employed during the period of absence.

ARTICLE 13 PROBATIONARY PERIOD

An employee given an original or promotional appointment or who transfers shall be required to serve a probationary period. Temporary employees shall not obtain permanent status and thus do not serve a probationary period.

Section 1 Original Probationary Period

A. Original Probation. The required probationary period for all new employees shall be six (6) months. Any unpaid leaves of absence in excess of a total of ten (10) consecutive working days shall be added to the duration of the probationary period. The Employer or its designee may extend the probationary period of an employee, for up to three (3) months, and provide written notice of the extension to the employee and Union.

All probationary periods for new employees working less than fifty percent (50%) time, shall be one (1) calendar year.

During the original and extended original probationary period, the Employer or its designee shall conduct a minimum of one performance counseling review of the employee's work performance at the approximate mid-point of the probationary period and furnish the employee with a written copy of the evaluation. Employees shall be informed of areas of needed improvement in writing. Upon the successful completion of the probationary period and upon the affirmative recommendation of the Employer, the employee shall be granted permanent status. The Employer's failure to discharge or extend probation (through formal written documentation to the employee) prior to the expiration of the probationary period shall result in a probationary employee's attainment of permanent status.

B. Removal During the Original or Extended Original Probationary Period. When the Employer or its designee denies permanent status to a probationary employee, the Employer or its designee shall notify the employee in writing of the reasons for the denial. An employee serving an original or extended original probationary period for an original appointment and whom the Employer or its designee determines that their service has been unacceptable, may be terminated from the Minnesota Judicial Branch anytime during the original or extended original probationary period, and the employee and/or the Union shall not be entitled to grieve or arbitrate such decision.

The employee who has been denied subsequent permanent status following recall from a layoff list shall be returned to the layoff list for the time remaining.

Section 2 Promotional Probation

A. Promotional Probation. The required probationary period for all promoted employees shall be three (3) months. Any unpaid leaves of absence in excess of a total of ten (10) consecutive working days shall be added to the duration of the probationary period. The Employer or its designee may extend the promotional probationary period of an employee, for up to three (3) months, after prior written notice of the extension to the employee and Union.

The Employee shall receive performance feedback from the Employer on or about the thirty (30) day mark, and shall be advised that they may opt out of completing the probationary period and return to their previous position within fifteen (15) days of receiving the performance feedback.

Employees on probation following a promotion may choose to not complete probation and return to their original position within 45 days of starting work in the new position (or 15 days from receiving performance feedback, whichever is later). The Employer may end the probationary period and return the Employee to their original position within the first 45 days. If the original position does not exist the employee shall be returned to a vacancy in their former classification in the county where the employee worked prior to the promotion. If there is no such vacancy, the employee shall be eligible to utilize County seniority to bump the least senior employee in their former

classification in the county where the employee worked prior to the promotion. If the former classification has been eliminated, lay off language will apply.

If an employee has not successfully completed probation following promotion after the 45 day mark but prior to the 3 months, and the original position does not exist the employee shall be returned to a vacancy in their former classification in the county where the employee worked prior to the promotion. If there is no such vacancy, the employee shall be eligible to utilize County seniority to bump the least senior employee in their former classification in the county where the employee worked prior to the promotion. If the former classification has been eliminated, lay off language will apply.

B. Promotional Probationary Employee Review. During the promotional probationary period, in addition to the 30 day performance feedback, the Employer or its designee shall conduct a minimum of one performance counseling review of the employee's work performance at the approximate mid-point of the probationary period and furnish the employee with a written copy of the evaluation. Employees shall be informed of areas of needed improvement in writing.

Upon the successful completion of the promotional probationary period and upon the affirmative recommendation of the Employer, the employee shall be granted permanent status in the higher classification. The Employer's failure to return the employee to their original position or extend probation (through formal written documentation to the employee) prior to the expiration of the promotional probationary period shall result in a probationary employee's attainment of permanent status in the higher class.

Section 3 Required Probation Following Transfers.

The probationary period for transfers shall be forty-five (45) days. The Employer or its designee may extend this probationary period for another 45 days with mutual agreement between the Employer and Union. The Employee shall receive performance feedback from the Employer on or about the thirty (30) day mark, and shall be advised that they may opt out of completing the probationary period and return to their previous position within fifteen (15) days of receiving the performance feedback.

Employees on probation following a transfer may choose to not complete probation and return to their original position within 45 days of starting work in the new position (or 15 days from receiving performance feedback, whichever is later). The Employer may end the probationary period and return the Employee to their original position within the first 45 days. If the original position does not exist the employee shall be returned to a vacancy in their former classification in the county where the employee worked prior to the transfer. If there is no such vacancy, the employee shall be eligible to utilize County seniority to bump the least senior employee in their former classification in the county where the employee worked prior to the transfer. If the former classification has been eliminated, lay off language will apply.

Section 4 Other Probation.

A. Employees voluntarily accepting demotion during or at the end of a probationary period shall continue the probationary period in the new classification and have the time in the higher class count toward the probationary period in the class to which such employees are demoted.

B. An incumbent employee who receives a promotional reclassification shall serve a probationary period of three (3) months. Employees who do not pass this probation shall be returned to a vacant position within their former classification. If no vacant positions exist, the parties shall meet and confer to determine an appropriate outcome. Employees who are demoted as a result of a reclassification shall not serve a probationary period in the class to which they are demoted.

Section 5 Discretionary Probationary Periods.

The Employer may, with prior written notice to the employee, require a discretionary probationary period for the following reasons, in the following durations, and with the following outcomes if probation is not passed:

Reason	Duration	If Employee does not pass probation
Demotion to a classification in which the employee has not previously served	Three (3) months; may be concurrent with "Other Probation" per Section 4 a	Return to former position; if unavailable, return to vacant position within former classification. If no vacant positions exist, the parties shall meet and confer to determine an appropriate outcome.
Recall from a layoff list to a classification in which the employee has not previously served	Three (3) months	Return to layoff list.
Recall from a layoff list more than two (2) years after the date of layoff	Six (6) months	Return to layoff list.

No probationary period shall be required for a recall from a layoff list~~,~~ within two (2) years of the date of layoff or voluntary demotion to a previously held class.

Probationary employees who are placed on layoff rather than released prior to the completion of the probationary period may be required to complete the probationary period upon return from the layoff.

Employees voluntarily accepting demotion during or at the end of a discretionary probationary period shall have the time in the higher class count toward the discretionary probationary period in a class to which such employees are demoted.

Section 6 Bidding Rights Upon Return to Former Position.

An employee who transfers or promotes and subsequently exercises the option to return to their former position before completing probation, or who is returned to their former position during probation, will be eligible to bid six months from the date of their return. An employee who is bumped by another employee returning to their original position will be eligible to bid immediately. This provision may be waived upon mutual agreement of all parties. In the event the employee returns to their previous position the employee's probationary status at the time of the bid shall resume.

ARTICLE 14 VACANCIES, RECLASSIFICATIONS AND REASSIGNMENT

Section 1 Vacancies

A vacancy is defined as a position which the Employer elects to fill on a permanent basis.

Section 2 Posting

The Employer shall post each vacancy occurring within the bargaining unit for a minimum of seven (7) calendar days on the Minnesota Courts public website. When the seven (7) calendar date posting requirement would be met on a Saturday, Sunday, or Holiday, the expiration date of the posting shall be the day following the weekend or holiday. 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 (location within the building), the geographic location (worksite address), the normal hours of work, the initial days off and the salary range. A copy of the posting shall be furnished via an email to the Local Union Presidents and shall be posted for seven (7) calendar days on the court's website.

Section 3 Bidding

A. Eligibility to Bid. Permanent, non-probationary employees shall be eligible to bid on any vacancy in the Bargaining Unit for which they are qualified as determined by the Employer.

Eligible employees may bid on a posted vacancy by submitting a written or electronic application to the designee of the Employer as noted in the posting, which must be postmarked or submitted on or before the expiration date of the posting to receive consideration.

B. Advanced Bid. An employee who is away from their work location on assignment or any approved leave in excess of seven (7) calendar days, may submit an advanced bid for individual vacancies posted during their absence. The advanced bid

shall indicate the classification, location (worksite address) and work area of the position (location within the building). Such advanced bid shall be valid for the period of the absence or four (4) weeks, whichever is less. The employee shall be responsible for submitting the advanced bid to the designee of the Employer who is responsible for the posting.

Section 4 Filling Positions

Vacant positions shall first be filled from within the bargaining unit in the following order:

a. Recall from County layoff list in accordance with Article 15;
b. Recall from District layoff list in accordance with Article 15, provided the vacancy is within the employee's specified geographic area;
c. Bidding from Bargaining Unit layoff list by Bargaining Unit Seniority;
d. Bidding within the same County or Multi-County team by Bargaining Unit Seniority;
e. Promotion within the same County or Multi-County team of the most qualified bidder out of up to the three most senior, minimally qualified bidders, including those on layoff list by Bargaining Unit Seniority;
f. Bidding within the same District by Bargaining Unit Seniority;
g. Promotion within the same District of the most qualified bidder out of up to the three most senior, minimally qualified bidders, including those on layoff list by Bargaining Unit Seniority;
h. Bidding within the Bargaining Unit by Bargaining Unit Seniority;
i. Promotion within the Bargaining Unit of the most qualified bidder out of up to the three most senior, minimally qualified bidders, including those on layoff list by Bargaining Unit Seniority.

The Employer may consider external applicants only after all of the above options have been exhausted.

"Minimally qualified" is defined as:

> Meeting the minimum job description/job posting qualifications by possessing any needed education, experience, licenses, or certifications required, and having any needed language proficiency for the position. Employee(s) must be in good standing to bid/apply for vacant positions.

An employee is not in good standing if any of the following conditions apply:

- One rating of "requires improvement" on the most recent performance evaluation if given within the last 6 months,
- Two or more ratings of "requires improvement" on the most recent performance evaluation given within the last 12 months.

- Discipline in the form of an oral or written reprimand within the last 6 months.
- Discipline in the form of a suspension or demotion within the last 12 months

Employees must have served a minimum of six (6) months in their current position to be eligible to apply for a position vacancy, except as noted in Article 14, Section 8 B.

Section 5 Reclassification Requests

Employees may submit Classification Review Requests in accordance with the process outlined in the Minnesota Judicial Branch Human Resources Procedures for Position Classification. An Employee who has had a Classification Review Request submitted on their position shall be notified in writing of its receipt by the appropriate office of the employer or its designee.

Except for reclassifications initiated by the employer, if the incumbent of a position which is reclassified upward receives a probationary appointment to a reclassified position, pay for the reclassified position shall commence immediately following sixty (60) days from the date completed information was received by district Human Resources, or the date the Human Resources Director approved the reclassification, whichever is sooner.

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 in-office seniority and total court seniority layoff list, for the class from which they were reclassified.

The employer shall provide the Union with information about reclassification of bargaining unit employees.

Section 6 Effects of Reclassifications – Vacancies

When the classification of the position has been changed as a result of changes in the organizational structure or abrupt changes in the duties and responsibilities of the position, such positions shall be considered vacant under the provisions of this Article.

A reclassified position shall be considered a vacancy under the provisions of this Article if the action leading to the change in the classification of the position resulted from:

- The assignment of the incumbent to work out of class in a manner so as to by-pass the selection process.

- The assignment of the incumbent to a vacancy in a new position which had not been allocated to a class, or;
- Other action taken without regard to the appropriate selection process.

When the reclassified position is a vacancy, the incumbent Employee does not possess the required licensure, certification or registration, the position shall be filled as provided in this article.

Section 7 Effects of Reclassifications – Incremental Changes

When the classification of a 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, such situation shall be deemed a reclassification and will not be considered vacant.

When the reclassified position is not a vacancy, the incumbent employee shall be appointed to the reclassified position, provided the employee possesses any licensure, certification or registration which may be required.

When the incumbent is ineligible to be appointed to the reclassified position as provided above, the employee shall be removed from the position within thirty (30) calendar days from the date of notification by the employer. In this case, if the employee is not reassigned, transferred, promoted or demoted, the layoff provisions of this Agreement shall apply. Any such reassignment must precede use of the lay off provisions of this agreement.

Section 8 Reassignment

This section shall not be used to assign employees to court offices where employees in the same class are laid off.

A. Temporary - In the event that the Employer finds it necessary to temporarily reassign employees for more than two consecutive days from one office 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. The most senior minimally qualified volunteer by District Seniority shall be given first consideration. 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 based upon District Seniority within the identified court office who is minimally 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.

B. Permanent - In the event that the Employer finds it necessary to permanently reassign an employee from one office to another, it shall first seek volunteers. The most senior minimally qualified volunteer by District Seniority shall be given first consideration. In the event there are no volunteers, the least senior employee based upon District Seniority within the identified court office who is minimally qualified to perform the position's duties shall be reassigned. Such employees shall not be required to serve a minimum of six (6) months in the position to which they have been reassigned in order to be eligible to bid for other vacancies. Permanent reassignments shall only occur where the new work location is within forty-five (45) 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. An employee who has been permanently reassigned shall not be subject to subsequent reassignments beyond a forty-five (45) mile radius of the employee's original work location. A limited posting opportunity may occur within the same classification of the receiving office prior to the reassignment of a new person into that office.

Management reserves the right to assign work within a county office

Upon mutual agreement between the Union and the Employer, on a case by case basis, a permanent reassignment may exceed the forty-five (45) mile radius.

Section 9 Temporary Employees

The Employer may utilize the services of temporary employees. Temporary is defined as six (6) months or less or the length required to fill in for an incumbent employee's absence, whichever is greater.

On occasion, the employer may have a need for temporary employees up to twelve (12) months for special projects. In these circumstances, the employer must notify the Union as soon as practicable. Notification shall include start date, anticipated end date, and nature of special project.

Any other needs for temporary employees beyond the parameters defined above shall require mutual written agreement of the parties.

A temporary employee shall not, under any circumstances, automatically become a permanent employee. A temporary employee may apply for vacancies in accordance with Article 14, Section 4, and shall be considered an external candidate.

Section 10 Subcontracting

In the event that the Employer decides to outsource or subcontract any work currently performed by employees covered by this agreement, the employer shall meet and negotiate with the Union's Exclusive Representatives and designees regarding the

impact on terms and conditions of employment at least 30 calendar days in advance of implementation.

ARTICLE 15 SENIORITY/LAYOFF AND RECALL

Section 1 Seniority Defined

Seniority shall be defined as follows:

A. State Seniority. State Seniority shall be the employee's length of continuous service for the Employer or its designees from the most recent date of employment, or re-employment and is primarily used for the purpose of benefit calculation. State Seniority for employees transferring directly to State employment under Minn. Stat. § 480.181 shall be calculated from the employee's date of hire verified by the County Auditor for the county from which the employee is transferring.

B. Bargaining Unit Seniority. Bargaining Unit Seniority shall be the employee's total length of service for the Employer or its designees in a Minnesota Judicial Branch position within the bargaining unit. When two (2) or more employees have the same bargaining unit seniority date and a tie-breaker is needed, seniority shall be determined by lots chosen by the union and provided to the employer.

C. District Seniority. District Seniority shall be the employee's continuous service in an AFSCME represented position within the Judicial District. District Seniority shall include employee's service in a bargaining unit position prior to the transition to state funding.

D. County Seniority. County 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 ["county" or "multi-county work unit]. County Seniority in St. Louis County shall be defined as from the most recent date of employment in a current state court office [Duluth, Hibbing or Virginia]. County Seniority for a multi-county court unit shall be defined as from the most recent date of employment within that unit.

A multi-county work unit is a team that performs work for multiple counties in the same district.

E. Notwithstanding the paragraphs B and C of this section, the Bargaining Unit Seniority and County Seniority dates for any Employee in Hennepin County in the Fourth District or in St. Louis or Carlton County in the Sixth District, or in Pine or Anoka County in the Tenth District, who was transitioned to State employment via Minn. Stat. § 480.181, shall be the same as their State Seniority date. If any of these Employees transfers or promotes to a position to another county, the Employee's Bargaining Unit and County Seniority dates shall be as defined in paragraphs B, C, and D.

Section 2 Termination Of Seniority Rights

Seniority rights under the Agreement shall terminate under the following conditions:

A. Resignation or termination of employment.

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

C. Failure to return from recall.

D. Death.

Section 3 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 as determined by the Employer.

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 layoff(s) in the court office or judicial district, the Employer will meet and confer with the Local Union Officers, and the Union Business Representative during the decision-planning phase and during the implementation planning phase. The Meet and Confer during the planning phase will include discussion of methods of mitigating layoff (e.g. salary savings, reduction in hours, reassignment, early retirement options, etc.). The Meet and Confer during the implementation phase will include discussion of length of layoff notice, bumping, vacancies, timing of layoff notices and other impacts of implementation.

Section 4 Permanent Layoff

A. Determination of position(s). The Employer or its designee shall determine the position(s) in the class and office which is to be eliminated. A permanent position shall not be eliminated in a court office until all temporary or intermittent employees performing work in bargaining unit classifications within that district are released, with the exception of need for a bilingual/multilingual short term employee.

B. Advance Notice. If, after the meet and confer, permanent layoffs are deemed necessary, the Employer shall notify the Union and the Local Union Presidents of the classifications, and number of positions to be eliminated at least thirty (30) calendar days

whenever practical, but at least twenty-one (21) calendar days prior to the effective date of the anticipated layoff. At least twenty-one (21) 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 Local Union President. 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.

C. Layoff Notification. The Employer or its designee shall send a layoff notice via certified mail 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, or who has received notice of layoff, with assistance in searching for state court employment.

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

The employee in the position to be eliminated shall either:

- accept layoff; or
- accept a reduction in hours or a salary savings leave under Article 14 if offered by the designee; or
- accept a vacancy in the judicial district in the same, equal, or lower classification; or
- exercise bumping rights using District Seniority List in the following order, as applicable, for the same employment condition:
    1. least senior in same class in county; or
    2. least senior in same payband in county; or
    3. least senior in same class in any county within the same district, provided the least senior employee has four (4) years or less Bargaining Unit Seniority; or
    4. least senior in same payband in any county within the same district, provided the least senior employee has four (4) years or less Bargaining Unit Seniority; or
    5. least senior in same class within the same district; or
    6. least senior in same payband within the same district.

- Exercise bumping rights using District Seniority List in the following order, as applicable, for the same employment condition:
    1. least senior in lower payband in county; or
    2. least senior in lower payband in any county within the same district, provided the least senior employee has four (4) years or less Bargaining Unit Seniority; or

3. least senior in lower payband in the same district.

"Employment condition" is defined as benefit eligibility status of original appointment in the position held at time of layoff. If an employee voluntarily reduced their FTE at the request of the employer as a budget-savings measure, they shall not be prohibited from bumping in to a position up to the original FTE of the position held at layoff. No employee shall be adversely impacted as a result of voluntarily changing their employment conditions as a budget-savings measure.

The Employee may choose to bump into a lesser employment condition. (Benefit eligibility thresholds may differ for county benefitted employees.)

In the case of multiple simultaneous layoffs, employees who exercise their options in this section shall do so in District seniority order beginning with the most senior, provided the employee has the minimum qualifications to perform the duties of the job involved.

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

E. Insurance contribution continuation. A state-benefitted insurance-eligible employee who receives an employer contribution toward insurance, who has three or more years of continuous service as a Minnesota Judicial Branch employee, and who has been permanently laid off shall remain eligible for an employer contribution toward health and dental insurance premiums for six months from the effective date of layoff. County-benefitted employee insurance contribution continuation shall be determined by the county.

Section 5 Layoff Lists

A. Bargaining Unit Seniority Layoff List. The names of laid off employees shall be placed on a Bargaining Unit Seniority Layoff List in order of their Bargaining Unit Seniority. The name shall be retained on the Bargaining Unit Seniority Layoff List for a minimum of one year or for a period of time equal to the employee's Bargaining Unit Seniority to a maximum of four (4) years.

B. District Seniority Layoff List. The names of laid off employees shall also be placed on a District Layoff List in order of their District Seniority. The name shall be retained on the District Seniority List for a minimum of one year or for a period of time equal to the employee's District Seniority to a maximum of four (4) years.

C. County Seniority Layoff List. The names of laid off employees shall also be placed on the County Seniority list in order of their county seniority. The name shall be retained on the County Seniority list for a minimum of one year or for a period of time equal to the employee's County Seniority to a maximum of four (4) years.

When an employee's name is placed on the Bargaining Unit or the District 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 35 miles radius where they would accept employment. An employee may change their availability by notifying the Employer or its designee.

Section 6 Recall

Employees shall be recalled from layoff in the order in which their names appear on the County Seniority [First] Layoff List, then the District Seniority [Second] 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 twenty-one (21) calendar days prior to the reporting date. The employee shall notify the designee of the Employer by certified mail (return receipt required) postmarked within seven (7) calendar days of receipt of notification of 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.

An employee recalled from layoff shall be reinstated and District and Bargaining Unit seniority shall remain intact.

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.

Section 7 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 employment;

(5) Failure to be recalled during the term of the employee's right of recall;

(6) Death.

Section 8 Work Out of Class and Mobility

A "mobility" assignment may arise when business needs result in the appointment of a permanent AFSCME employee to temporarily perform the duties of an unrepresented position or for a special project.

A mobility assignment may be granted for a period of up to one year, but may exceed one year by mutual agreement of the Parties.

A mobility assignment shall not be denied absent demonstrated good cause provided in writing to the Union by the Employee's Court Administrator or designee.

If an AFSCME employee accepts a mobility assignment to a position with a salary range higher than that of the employee's permanent position, the employee shall be paid at the rate of the mobility assignment position.

The employee's performance review date shall remain unchanged with both appointing authorities, where applicable, working in conjunction to ensure preservation of the salary increase process.

When an AFSCME employee is working in a mobility assignment, the terms and conditions of their employment shall be governed by Minnesota Judicial Branch HR Rules in all respects EXCEPT that Article 17 (Discipline and Discharge) and Article 18 (Grievance Procedure) of the AFSCME Collective Bargaining Agreement will apply and supersede any contradictory HR Rules.

District Human Resources shall notify the designated Union Representative within the first two weeks from a mobility assignment's start date.

AFSCME employees will continue to be represented by the Union and continue to pay dues as required by the Union for the Collective Bargaining Agreement associated with their original appointment.

Based upon availability, at the end of a mobility assignment, the AFSCME employee shall have the right to return to a bargaining unit position by priority as follows:

(1) Return to their original appointment; or,
(2) To an equivalent position at the same location of their original appointment; or,
(3) To an equivalent position not more than 50 miles from the location of their original appointment.

Upon the AFSCME employee's return to the original or equivalent appointment, their original salary rate shall be adjusted to include any non-discretionary increases and merit increases, if warranted by performance, while acting in the mobility assignment,

A mobility assignment shall have no impact on an AFSCME employee's bargaining unit seniority date.

ARTICLE 16 EXPENSE ALLOWANCES

Mileage, meals, lodging, and other reimbursable expenses shall be as defined in the Employer's Travel and Reimbursement Policy.

ARTICLE 17 DISCIPLINE, DISCHARGE AND RESIGNATION

Section 1 Purpose

Disciplinary action may be imposed upon an employee who has attained permanent status only for just cause.

Section 2 Union Representation

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, and such meeting shall not take place until a Union Representative is available or is released by their supervisor. The employee shall be advised of the general nature of the allegation(s) prior to questioning. The employee shall be offered a Union Representative before the administration of discipline.

Upon mutual agreement, the parties may choose to meet via electronic means. Once an agreement has been reached to hold that meeting electronically, there must be mutual agreement to change that meeting back to an in-person setting."

Section 3 Disciplinary Procedure

Discipline is intended to be corrective; not punitive. This process is intended to ensure employees understand the Employer's expectations, standards, and rules, and are aware of the consequences of unimproved conduct or performance.

Disciplinary action shall include only the following forms and depending upon the seriousness of the offense shall normally be administered progressively in the following order:

1) Oral reprimand
2) Written reprimand
3) Suspension

4) Demotion
5) Discharge

Oral reprimands shall be identified as such and shall be confirmed in writing with a notice provided to the employee. A written reprimand shall not be referenced or relied upon for further disciplinary action provided that no disciplinary action of a similar nature has been administered for two (2) years following the date of the written reprimand. Nothing in the above listing of types of discipline shall preclude the Employer from exacting stringent forms of discipline where the egregiousness of the offense so warrants. If the Employer or its designee has reason to discipline an employee, it shall not be done in the presence of other employees or the public.

Suspensions served the day before or after a holiday shall not result in the loss of holiday pay.

When any disciplinary action more severe than an oral reprimand is intended, the Employer or its designee shall, before such action is taken, notify the employee in writing of the specific reasons for such action.

Oral reprimands cannot be referenced in future disciplines provided that no further disciplinary action of a similar nature has been taken against an employee for one (1) year from the date of the oral reprimand.

An employee who has been notified by their supervisor that they are being investigated for possible disciplinary action shall be informed, in writing, of the status of the investigation upon its conclusion.

Section 4 Investigatory Leave

The Employer, or its designee, may place an employee who is the subject of a disciplinary investigation on an investigatory leave with pay provided a reasonable basis exists to warrant such leave.

Section 5 Notice Hearing

If the Employer believes there is just cause for suspension, demotion or discharge, the employee shall be notified, in writing that the employee may be disciplined and shall be furnished with the supporting reasons for the contemplated action. The Employer shall schedule a notice hearing wherein the employee, along with union representation, may present their side of the story to refute the charge(s) or offer mitigating evidence. Nothing herein shall preclude the Employer from placing the employee on investigatory leave prior to the notice hearing.

Section 6 Appeal Procedures

Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as provided in this Agreement except that oral reprimands are able to be appealed only through Step 2 of the grievance procedure. The Union reserves the right to initiate a grievance at Step 2 of the grievance procedure for all disciplinary action other than a written or oral reprimand. Upon mutual agreement of the parties, a grievance may be initiated at Step 3.

Section 7 Official Personnel Records

A. Materials in File. Initial minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the employee and, if corrected, shall not be entered into the employee's official personnel record.

B. An oral reprimand shall not become part of the employee's official personnel record. Investigations which do not result in disciplinary actions shall not be entered into the employee's official personnel record.

C. A written record of all disciplinary actions other than oral reprimands shall be entered into an employee's official personnel record.

D. All discipline entries shall state the corrective action expected of the employee.

E. Each employee shall be furnished with a copy of all evaluative and disciplinary entries into the official personnel record and shall be entitled to have the employee's written response attached therein. Documentation regarding any wage garnishment action against any employee shall not be placed in the employee's official personnel record. Disciplinary action shall only be referenced in disciplinary entries.

F. Official File. The official personnel record for each employee shall be kept in the Judicial District Office where the person is employed.

   Only the official personnel record may be used as evidence in any disciplinary action or hearing. This does not limit, restrict, or prohibit the Employer or its designee from submitting supportive documentation or testimony, either oral or written, in any disciplinary hearing, nor does it so limit the Union.

G. Employee/Union Access to File. The contents of an employee's official personnel record shall be disclosed to the employee upon request and to the employee's Union Representative upon the written request of the employee. Requests shall be made to district human resources. In the event a grievance is initiated, the Employer or its designee shall provide a copy of any items from the employee's official personnel record upon the request of the

employee. Up to two (2) copies of such material per year shall be available without cost to the employee, Local Union, or Union.

H. Removing Materials from File. Upon written request from the employee, disciplinary documentation shall be removed from the official personnel record under the following circumstances:

Disciplinary Documentation	Circumstances
Written Reprimand	After two (2) years provided that no disciplinary action of a similar nature has been administered.
Written Notice of Suspension of Five (5) Days or Less	After three (3) years provided that no disciplinary action of a similar nature has been administered.
Written Notice of Suspension of Greater than Five (5) Days	After five (5) years provided that no disciplinary action of a similar nature has been administered.

The written request for removal shall not become part of the personnel record. The ability to have a matter removed will not exist where the underlying infraction that caused the discipline was the violation of another individual's statutory rights: e.g. sexual harassment, race discrimination, gender discrimination. Such matters will remain as an active file in the employee's official personnel record.

Section 8 Resignations/Job Abandonment

An employee's unauthorized absence of three (3) consecutive work days without notifying their supervisor shall constitute job abandonment, except in extenuating circumstances. Separation of employment by job abandonment will result in loss of the privilege to be rehired in the Minnesota Judicial Branch.

Section 9 Resignation Notice

To resign in good standing, an employee shall give at least ten (10) working days' notice of resignation. Failure of an employee to give at least ten (10) working days' notice of resignation will result in loss of the privilege to be rehired in the Minnesota Judicial Branch. The period of notice may be reduced or waived by the Employer or its designees. The employee must be present at work on effective date of separation except as otherwise authorized by the employee's appointing authority

An employee shall have the right to withdraw a written resignation within three (3) working days of its submission.

ARTICLE 18 GRIEVANCE PROCEDURE

Section 1 Grievance Procedure

A grievance is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement. Beginning at Step 2, a grievance must be in writing and shall state the nature of the grievance, the condition(s) of employment allegedly violated, the Articles of the Agreement allegedly violated, and the remedy sought.

Employees are encouraged to attempt to resolve the occurrence of any grievance on an informal basis with the employee's immediate supervisor at the earliest opportunity. If the matter is not resolved by informal discussion, it shall be settled in accord with the following procedure.

Section 2 Processing Grievances

A. Release Time. Union representatives and the grievant, as specified in "B" below, shall be allowed a reasonable amount of time, without loss of pay, during working hours, while on the Employer's or its designees' premises to investigate and process grievances in steps one through three, provided that such investigation does not interfere with the work of other employees or the public. A Union representative and the grievant shall not leave work or disrupt departmental routine to discuss grievances without first requesting permission from their immediate supervisor which shall not be unreasonably withheld.

B. Union Representatives. At any step of the grievance procedure, up to two (2) Union representatives may participate with or without the grievant.

C. Information. See Appendix E entitled "Employer Designee's Duty to Furnish Information to Exclusive Representative Regarding Contract Grievances."

D. Steps:

Step 1: The designated Union representative, with or without the employee, shall attempt to resolve the matter by requesting a Step 1 grievance meeting, in writing, with the Court Administrator or designee within thirty-five (35) calendar days after the employee, through the use of reasonable diligence, should have knowledge of the first occurrence of the event giving rise to the grievance. The Court Administrator or designee shall schedule a meeting to discuss the grievance with the designated Union representative within seven (7) calendar days of the request and shall respond, in writing, to the Union within seven (7) calendar days of the meeting.

Step 2: If the grievance has not been resolved to the satisfaction of the Local Union, it may be presented in writing by the designated Union Representative to the Judicial District Administrator or designee who has been authorized by the Employer to process grievances within fourteen (14) days following the receipt of the Step 1 grievance response. The written grievance shall state the nature of the grievance, the facts upon which it is based, the condition(s) of employment allegedly violated, the Articles of the Agreement allegedly violated, and the relief requested. The Employer/designee shall arrange a meeting with the Union Representative to discuss the grievance within fourteen (14) calendar days. A written response shall be forwarded to the Union Representative within fourteen (14) calendar days of the Step 2 meeting.

Step 3: If the grievance has not been resolved by the operation of Step 2 and the Union intends to continue the grievance, the Union shall, within fourteen (14) 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 Labor Relations Manager and the Union Representative 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. The meeting shall be held within the judicial district in which the grievance arose either in person or via electronic means, unless an alternate site is mutually agreed to. The Labor Relations Manager shall respond to the Union, in writing, within fourteen (14) calendar days of the Step 3 meeting.

Step 4 (Optional): If the grievance remains unresolved after the operation of Step 3, either party may submit the matter to the Bureau of Mediation Services for assistance in resolution of the grievance prior to proceeding to arbitration. The timeline for submitting the BMS request must occur within fourteen (14) calendar days following the receipt of the Step 3 grievance response.

Step 5: If the grievance remains unresolved after the operation of Step 4, the Union shall have sixty (60) calendar days from the date the Labor Relations Manager's response is due in which to submit a letter to the Labor Relations Manager stating its desire to proceed to arbitration along with a request for a panel of seven (7) arbitrators from the Bureau of Mediation Services, unless a mutually agreeable arbitrator can be selected. Within thirty (30) calendar days after the receipt of the panel, the parties shall determine the arbitrator to hear the arbitration by the method provided for in Section 3 of this article. Expenses for the Arbitrator's services and proceedings shall be born equally by the parties; however, each party shall be responsible for compensating its own representatives and witnesses. If either party cancels an arbitration hearing or asks for a last-minute postponement that leads to the arbitrator's making a charge, the canceling party or the party asking for the postponement shall pay this charge. The decision of the arbitrator shall be final and binding upon the parties. Except as provided in the procedures for Section 4, the arbitrator shall be requested to issue their decision within thirty (30) calendar days after the conclusion of the testimony and argument, including the filing of closing briefs, if requested by either party. If either party desires a verbatim record of the arbitration proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator and, at the copy cost rate to the other party if a copy is requested.

At any step in the grievance procedure, upon mutual agreement, the parties may choose to meet via electronic means. Once an agreement has been reached to hold that meeting electronically, there must be mutual agreement to change that meeting back to an in-person setting."

Section 3 Arbitration

Except as indicated in Section 4 below, all arbitrations arising under the Agreement shall be conducted by an arbitrator to be selected by mutual agreement of the

Employer and the Union. If the parties fail to mutually agree upon the arbitrator, the moving party shall request a list of seven arbitrators from the Minnesota Bureau of Mediation Services. Both the Employer and the Union shall have the right to strike three names from the list. A coin shall be flipped to determine which party shall strike the first name. The other party shall then strike one name and the process shall be repeated, and the remaining person shall be the arbitrator.

Section 4 Expedited Arbitration

The parties agree to utilize an expedited arbitration procedure for mutually identified grievances in the interest of achieving a swift and economical resolution of those grievances.

Section 5 Arbitrator's Authority

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. They shall consider and decide only the specific issue(s) submitted to them in writing by the parties to the Agreement, and shall have no authority to make a decision on any other matter not so submitted to them. The arbitrator shall be without power to make decisions contrary to, inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of laws. The decision shall be based solely upon the arbitrator's interpretation and application of the expressed terms of this Agreement and the facts presented.

Section 6 Time Limits

If a grievance is not presented within the time limit set forth above, it shall be considered waived. If a grievance is not appealed to the next step or steps within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer or its designee does not answer a grievance or an appeal thereof within the specified time limits, the Union or its agents may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. If the Employer representative designated at any step is also the representative for the succeeding step, the grievance shall be heard only at the succeeding step. The time limit in each step may be extended by mutual written agreement of the Employer or its designee and the Union or its agent in each step and such extension will not be unduly denied. By mutual agreement of the Employer or its designee, and the Union, the parties may waive Step 1. By mutual agreement of the parties, time limits may be extended for the purpose of entering an employee into an Employee Assistance Program. Requests by the Union or Employer to so extend time limits shall not be unreasonably denied. All such agreements shall be in writing. The day following any event or action (e.g. receipt of a grievance or a response) constitutes the first calendar day for counting purposes. In instances when a timeline expires on a Saturday, Sunday, or holiday identified in Article 9, the timeline shall be extended to the next business day.

ARTICLE 19 INSURANCE

Insurance plan designs and contribution levels shall be the same as in the Labor Agreement entered into between the Minnesota Executive Branch and AFSCME Council No. 5 for the period from July 1, 2025 – June 30, 2027, as approved by the Legislature. State Employee Group Insurance Program (SEGIP) information is located on the Minnesota Management and Budget (MMB) website at https://mn.gov/mmb/segip/.

ARTICLE 20 WORKERS COMPENSATION AND INJURED ON DUTY PAY

Section 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 workday 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 accumulated 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:

(a) 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 (M.S. 176.021, Subd. 5); or

(b) The employee retains the workers' compensation benefit check and takes an unpaid workers' compensation leave during the time they are unable to work.

Section 2 Return from Job-Related Injuries

An employee shall return from workers' compensation leave as provided in Chapter 15 of Minnesota Statutes upon appropriate release from the workers' compensation status, provided the employee is able to perform the work satisfactorily and safely as determined by competent medical authority.

Section 3 Vacation and Sick Leave Accruals

An eligible employee receiving workers' compensation benefits supplemented by vacation and/or sick leave accruals shall accrue vacation and sick leave for the total number of hours compensated by workers' compensation, sick leave, and vacation leave. An employee on unpaid workers' compensation leave does not accrue vacation or sick leave.

Section 4 Insurance

For employees who are off the payroll due to a work-related injury or disability, benefits provided under the insurance article of this Agreement shall continue as long as the employee is receiving workers' compensation payments or is using disability leave.

Section 5 Injury on Duty Pay

An employee who, in the ordinary course of employment while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Employer, or its designees, incurs a disabling injury stemming from the aggressive and/or intentional and overt act of a person shall receive compensation in an amount equal to the difference between the employee's regular rate of pay and benefits paid under Workers Compensation without deduction from the employee's accrued sick leave. Such compensation shall not exceed an amount equal to two hundred forty (240) times the employee's regular hourly rate of pay per disabling injury.

ARTICLE 21 JOB SAFETY

On behalf of the Employer, the Minnesota Judicial Branch Safety Policy and Program provides for the safety of employees by addressing safe working conditions, safe work areas and safe work methods. Employees shall have the responsibility to use all provided safety equipment and procedures in their daily work, shall cooperate in all safety and accident prevention programs, and shall diligently observe all safety rules promulgated by the Employer. The Local LMCs/Safety Committees and local Human Resources offices shall be the forum to address concerns about unsafe working conditions, unsafe work areas, and unsafe work methods. If the matter is not resolved, concerns may be brought to the Labor Relations Manager.

ARTICLE 22 HOURS OF WORK

Section 1 General

A. Hours of Work. The normal work day shall not exceed eight (8) hours of work within a twenty-four (24) hour period including two fifteen (15) minute paid rest periods and excluding an unpaid meal period. The normal work week consists of five (5) days, Monday through Friday. During each pay period, consisting of fourteen (14) calendar days, full-time employees shall work a minimum of eighty (80) hours, inclusive of holidays and approved leaves. The Employer, or its designees, shall establish the hours when court offices shall be opened to the public. Typical hours of operation are 8:00 am to 4:30 pm. The Employer or its designee shall establish the work schedule of their employees. Nothing herein shall be construed as a guarantee of hours per day or per week.

B. Flexible Work Schedules. An employee may request a modification of their current work schedule to another schedule. The Employer, or its designees, may approve or deny flexible work schedules and retain the responsibility for determining exemptions from, or terminations of, flexible work schedules which adversely affect the operation of the Minnesota Judicial Branch or the level of service to the public.

C. Adjustments to Work Schedules. Employees are responsible for recording actual hours worked on their time card. The Employer will notify the employee before making any changes to the employee's time card.

Employees may be required to flex their time when they work hours in excess of their normal shift during the first three (3) days of the pay week. Employees may state their preference about when the flex time is served, and the employer will accommodate the employee's preference unless it prohibits job-related organizational needs.

Employees must notify their supervisor as soon as the need to work past their regularly scheduled shift is known.

D. Meal 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.

E. Rest Breaks. Each employee shall have a fifteen (15) minute paid rest break during each one-half of their standard work day or during each four (4) hours of work, whichever is greater. The scheduling of employee rest periods is at the discretion of the Employer. Rest Breaks may be added to the Meal Break so the Meal Break is 45 or 60 minutes in duration, upon agreement of the employee and employer.

F. Overtime Hours and Flexibility. All paid leave time (vacation, holidays, sick leave, compensatory time off, or paid leaves of absence) shall be considered time worked. The pay week for overtime purposes is Wednesday to Tuesday for State-benefited employees and is set by the County for County-benefited employees.

- Employees are eligible for overtime pay for hours worked in excess of forty (40) hours per pay week, or for hours worked on a holiday or on any regularly scheduled day of rest when the work is required by, and has the approval of, an authorized supervisor. These employees shall be compensated for overtime hours worked at the rate of one and one-half times their regular hourly rates of pay.

- Employees shall have the option to be paid in cash or shall be given compensatory hours at the appropriate overtime rate for all overtime hours worked. Cash overtime shall be paid in the period in which it is earned or in the following pay period. Compensatory time may be used at a time mutually agreeable to the employee and the immediate supervisor.

G. Reduction of Compensatory Balances. The Employer or its designee may on one occasion during each fiscal year reduce all employees' compensatory time balances by 50% of the compensatory time bank, but not later than the last day preceding the start of the new fiscal year. 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. The maximum accrued compensatory time shall be 80 hours. Overtime earned in excess of the 80 hours in the compensatory time bank must be paid in cash.

H. No Pyramiding. Unless specifically provided in another section of this Article, the base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement.

I. Show Up, Call Back and Off Duty Pay. When an employee reports for work in accordance with their schedule without having been previously notified not to report to work, or if an employee is called back to work after completing their regular work day and has already left the Employer's premises, or is required to report to work during their regularly scheduled day off, they shall receive two (2) hours pay at the employee's overtime rate or for the hours actually spent on duty, whichever is greater. This provision shall not have application to the extension of or an early report for an otherwise regularly scheduled workday.

J. Shift Differential. A $0.90 per hour shift differential shall be paid for all compensated hours when at least five (5) hours of the mandated shift are scheduled outside the normal business hours of 8:00 AM to 5:00 PM.

K. On Call. A non-exempt employee shall be on an on-call status if the employee's supervisor has instructed the employee, in writing, to remain available to work during an off duty period. A non-exempt employee who is instructed to be in an on-call status is not required to remain in a fixed location but must leave word where they may be reached by telephone or by an electronic signaling device.

A non-exempt employee who is instructed to remain in an on-call status shall be compensated for such time at the rate of fifteen (15) minutes straight time for each one (1) hour of on-call status. Such on-call compensation shall be limited to four (4) hours of straight time pay per calendar day.

A non-exempt employee called to work while in an on-call status shall not receive on-call pay for hours actually worked. Rather, such hours worked shall be compensated at the appropriate rate either in wages or compensatory time off as agreed by the employee and the supervisor. Employees shall not normally be assigned to on-call status for a period of less than eight (8) consecutive hours.

An effort shall be made to distribute on-call work as equally as possible among qualified employees in the same job class and in the same work area who are capable of

performing the work and who request the on-call work. If practicable, employees shall be notified of an on-call assignment at least one (1) month in advance.

Exempt employees are not eligible for on-call compensation.

ARTICLE 23 WAGES

This agreement may be reopened one time, upon agreement of the parties, for the purpose of negotiating compensation for the second year of the agreement (fiscal year 2027).

Section 1 Salary Ranges

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 approval of the Director of Human Resources.

Section 2 General Wage Adjustment – Fiscal Year 2026

There will be no general wage adjustments in fiscal years 2026 and 2027.

Section 3 Annual Increase

A. Fiscal Year 2026

1. Merit Based Increase

All employees shall receive a 0.9% annual wage increase effective July 1, 2025, or upon first anniversary for new employees where work performance has been satisfactory.

Employees who received a performance evaluation score of 8-9 points may have the annual increase delayed by the Employer upon written notice to the Employee. These employees will be reevaluated by October 1, 2025, and subsequently granted the annual increase if the reevaluation indicates a satisfactory level of performance. If the reevaluation does not indicate a satisfactory level of performance, they will be reevaluated again by January 1, 2026, if that reevaluation indicates a satisfactory level of performance, granted the annual increase at that time.

Employees who receive a performance evaluation score of seven (7) or below are ineligible for a wage increase for FY26.

2. One-Time Payment

Employees hired prior to ratification of this agreement will receive a one-time payment equating to 2.0% of annual salary (based on rate prior to FY26 increase).

B. Fiscal Year 2027

1. Lump Sum Payment

Employees hired prior to ratification of the wage reopener will receive a one-time payment equating to 3.0% of annual salary.

If any other bargaining unit receives a lump sum payment in excess of 3.0% of annual salary, the Employer will match the difference for all AFSCME Employees, unless the lump sum payment is based on performance.

Section 4 Other Wage Adjustments

Effective July 1, 2025, the minimum of each pay range will be increased by five percent (5%) and maximum of each pay range shall be increased by three percent (3%). Pay ranges can be found in Appendix F of this contract. Employees below the new minimum of their pay band will be brought up to the new minimum.

Section 5 Salary Upon Class Change Promotion.

1. Mandatory Increase: Employees who are promoted to a position with 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.

2. Discretionary Increase: Additionally, the Appointing Authority has discretion to assign a rate of pay greater than the mandatory five percent (5%) increase not exceeding the midpoint of the range to which the employee has been promoted.

A. 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.

B. 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. An employee who voluntarily demotes to a previously held classification within six (6) months of accepting a promotion will be returned to their previous wage had they not left the classification plus any applicable wage adjustments in accordance with Article 23, Section 3.

C. 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.

D. 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.

E. Reallocation Downward. If a position is reallocated 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.

F. Temporary Employment. Pay upon employment in any temporary bargaining unit position, within a classification listed in Appendix G of this agreement, shall be made at a salary within the first twenty-five percent (25%) of the salary range pertaining to the classification.

Section 6 Work Out Of Class

When an employee is expressly assigned to perform a substantial amount of the duties of a position allocated to a higher class that is temporarily unoccupied and that assignment meets or exceeds five out of any ten (10) consecutive work days in duration, the employee shall be paid for those dates spent working in the higher class, with a minimum pay increase of five percent (5%) above their current rate of pay.

Section 7 Severance Pay

All employees who have accrued twenty (20) years or more 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 employment except for discharge for cause. Employees with less than twenty (20) years continuous state-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 state 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.

The payment of such severance pay shall be apportioned as follows:

One hundred percent (100%) shall be invested into the Health Care Savings Plan account created for the employee and administered by the Minnesota State Retirement system. In the event that Employees within this bargaining unit receive severance pay upon death, disbursement may not be made to a Health Care Savings plan and the balance due shall be paid to a named beneficiary or, lacking same, to the deceased's estate.

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 and shall be paid over a period not to exceed five (5) years from termination of employment. 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. Sec. 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. Sec. 480.181, Subd. 2(1).

Section 8 Health and Dental Premium Accounts

The Employer agrees to provide eligible employees with the option to pay for the employee portion of health and dental premiums on a pre-tax basis as permitted by law or regulation.

Section 9 Medical/Dental Expense Account

The Employer agrees to allow insurance eligible employees to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses or expenses for services not covered by health or dental insurance on a pre-tax basis as permitted by law or regulation.

Section 10 Dependent Care Expense Account

The Employer agrees to provide insurance to eligible employees with the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pre-tax basis as permitted by law or regulation.

Section 11 Health Care Savings Plan

A. Participation. All Employees who receive state benefits shall participate in the Minnesota Post-Employment Health Care Savings Plan [HCSP] established under the Minnesota Statutes Section 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 beginning the first day of the first full pay period January 9, 2008.

Beginning the first day of the first full pay period in July 2012, Employees agree to contribute each pay period based on their years of service as follows:

Years of Service	Contribution
0-10	1%
11-20	2%
21+	3%

Section 12 Transit Expense Account

Employees are eligible to set aside pre-tax income to cover commuting costs incurred for parking or for purchase of passes, tokens and vouchers for mass transit, or to pay van pool expenses. Employees who pay for parking or transit pass expenses through payroll deduction are automatically enrolled in a plan that deducts payments before taxes.

Section 13 Achievement and Spot Award Policy and Procedure

Employees may participate in the Employer's Achievement and Spot Award program per Minnesota Judicial Branch Human Resources Policy 300 (e): Achievement Award Policy and Procedure.

Section 14 Deferred Compensation

A. Employer Contribution to Deferred Compensation. 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 terms and conditions of the state-paid contribution shall be the same as those

in MJB HR Policy 300(u) Unrepresented Pay Plan Policy; for FY 26-27 the state-paid contribution shall match the employee's contribution on a dollar-for-dollar basis up to six hundred dollars ($600) 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.

Section 15 Minnesota Paid Leave Premiums

Beginning January 1st, 2026, the Employer shall contribute fifty percent (50%) of the required premium cost to the Minnesota Paid Leave program on behalf of eligible employees, in accordance with applicable law and program requirements. The employee's share of the premium will be deducted from their paycheck on a pre-tax basis.

ARTICLE 24 SAVINGS CLAUSE

Section 1 Validity

This Agreement is intended to be in conformity with all applicable and valid federal and state laws and those rules or regulations promulgated there under 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 the Agreement be held to be 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.

Section 2 Re-negotiation

The Employer and the Union agree they will meet within thirty (30) calendar days following the declaration of invalidity to begin negotiations upon a substitute provision to replace the provision found invalid if either party so requests in writing to the other party. This places no time limitation on the parties during which they may negotiate.

ARTICLE 25 ENTIRE AGREEMENT

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at

by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed this Agreement. This Agreement may, however, be amended during its term by the Parties mutual written agreement.

ARTICLE 26 DURATION

Section 1 Duration

This Agreement will be effective from July 1, 2025, through June 30, 2027.

Section 2 Renewal

This Agreement shall automatically renew from year to year thereafter for one (1) year at a time unless either party notifies the other in writing at least ninety (90) calendar days prior to the expiration of this Agreement that it desires to modify this Agreement. If said notice is received, negotiations shall commence no sooner than ninety (90) days before expiration, unless the parties agree otherwise in writing.

Section 3 Agreement-In-Effect

This Agreement remains in force in the event settlement for the ensuing Agreement has not been reached at the time this Agreement expires.

MINNESOTA JUDICIAL BRANCH

Date: 2026.09.29 13:23:34 -05'00'

Craig Gustafson
Interim State Court Administrator
Minnesota Judicial Branch

Date:

Jessi Bienfang
Labor/Employee Relations Manager
Minnesota Judicial Branch

Date: September 29, 2026

AFSCME COUNCIL 5 & 65, AFL-CIO

Max Forrester
Labor Representative
AFSCME Council 65

Date: September 25, 2026

Gretchen Haupt
Labor Representative
AFSCME Council 5

Date: September 25, 2026

APPENDIX A POLICY REFERENCES

Judicial Branch policies referenced in this Agreement for informational purposes may be found at the following locations.

Policy	Location
Insurance	http://www.mmb.state.mn.us/ (under "Pay & Benefits", then "Insurance & Wellness")
Pre-tax Benefits (premium and expense accounts	http://www.mmb.state.mn.us/ (under "Pay & Benefits", then "Insurance & Wellness")
Travel and Reimbursement Policy	CourtNet at Judicial Branch Policies and Procedures, Finance
Effect of Emergency Closure or Transition of Court Operations on Employees	CourtNet at Judicial Branch Policies and Procedures, Finance

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 year	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 SICK LEAVE PRORATION SCHEDULE

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

APPENDIX D STATUTORY CITATIONS

Following are the citations to Minnesota Statutes applicable under or referenced in this contract. These statutes are subject to change or repeal. These statutes are not grievable or arbitrable under Article 17 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
480.181	Transfer from County to State Employment
181.9445 to 181.9448	Minnesota Earned Sick and Safe Time
268.B	Family and Medical Benefits

APPENDIX E EMPLOYER'S AND DESIGNEE'S DUTY TO FURNISH INFORMATION TO EXCLUSIVE REPRESENTATIVES REGARDING

CONTRACT GRIEVANCES

I. Purpose

To provide guidelines regarding release of information requested by exclusive representatives as part of the grievance process so that the Employer and its designees can determine what information to release and when to release it.

II. Policy

Under the Public Employment Labor Relations Act (PELRA), exclusive representatives have the right to obtain information which is relevant to enforcement of the collective bargaining agreement and is necessary for them to make informed decisions about processing grievances. Consequently, subject to these guidelines, designees and the Employer must furnish to the exclusive representatives requested information that is necessary for the exclusive representatives to fulfill their duty of representation. Disclosure of such information must be consistent with the Judicial Branch Rules of Public Access. http://www.mncourts.gov/SupremeCourt/Court-Rules.aspx

III. What Information Should Be Disclosed To The Exclusive Representatives

A. A designee and the Employer have no duty to supply exclusive representatives with information absent a request from the exclusive representative.

B. Non-public information that is requested must be relevant to the exclusive representative's role in representing employees in the bargaining unit. Information is relevant if it appears to be "reasonably necessary" for the exclusive representative to perform its duty to investigate and process grievances or to fulfill its collective bargaining objectives. Unless the disclosure of data is prohibited by the Judicial Branch Rules or plainly appears irrelevant, the information must be disclosed to the exclusive representative, if so requested. If the designee or Employer withholds information on the basis of a provision of the Policy, the designee or Employer is required to explain, orally and in writing, the basis for the refusal to provide such information.

C. Information must be released to the exclusive representative in a useful and timely fashion. This does not mean that the designee or Employer must necessarily provide the information in the form requested by the exclusive

representative. The designee or Employer is required, upon request, to explain the meaning of the data that is being provided.

D. If the designee or Employer believes the collection or compiling of the requested information is unduly burdensome, or that the exclusive representative's request for information is too broad or vague, the designee must raise this problem with the exclusive representative promptly. In this situation, the designee or Employer must attempt to work out acceptable arrangements with the exclusive representative so that the release of the information can accommodate the needs of both parties.

Unless there are specific contract provisions to the contrary, the designee or Employer can require that the exclusive representative pay the actual costs of gathering the information and making and compiling the copies.

IV. Information That May Be Protected

Certain information under the Judicial Branch Data Practices Policy is considered "private" information on an employee. This means that only the individual upon whom the information is based has access to the data, unless the individual consents to the release of the data. Therefore, if an exclusive representative requests "private" data on an individual, such information cannot be released until the exclusive representative presents to the designee or Employer a proper and appropriate consent form from the involved individual permitting the designee/Employer to release the information to the exclusive representative. If such a consent is obtained and the information is relevant, the data must be released to the exclusive representative.

If the exclusive representative requests information that is "confidential", the request must be denied. For example, during the period when the designee/Employer is in the process of conducting an investigation regarding employee misconduct, witness statements, interview notes, and formal investigatory reports are not releasable to the exclusive representative upon request.

V. "When" The Requested Information Should Be Released To The Exclusive Representative

Generally, an exclusive representative should not be given data or information prior to a formal grievance being filed. However, if the designee/Employer believes that disclosing certain information to the exclusive representative could resolve a dispute thereby preventing the filing of an official grievance, the designee/Employer may decide to

disclose such information. Thus, "pre-grievance" disclosure is optional with the designee/Employer, consistent with all of the above guidelines.

The Employer encourages its designees to cooperate in the release of information at an early stage in the grievance process. Often grievances can be resolved at these earlier steps if the exclusive representative has access to information upon which to base a decision as to whether or not to proceed with the grievance. Accordingly, if an exclusive representative requests relevant information at the first or second step of the grievance procedure, generally the information should be released unless the issue has not yet crystallized to the point where the designee of the Employer can determine whether or not the requested information, if non-public, is relevant. However, before disclosing such information, line supervisors and managers should be aware of the implication such information will have on the impact of the final outcome of the grievance.

If the information has not been released at an earlier stage and an exclusive representative requests information at the second step of the grievance procedure, the designee must release the information, under the standards discussed in this policy, to the exclusive representative. The designee should consider meeting with the exclusive representative prior to the actual second step meeting to disclose as well as explain the information in a single setting. A second step meeting would then be held at a later time. Another option is to begin the second step meeting by providing the information to the exclusive representative, explaining it as necessary, and then proceeding with the meeting.

VI. Exceptions

Each request for information should be reviewed on a case-by-case basis. The specific facts of any particular situation will determine the appropriate action. If the designee/Employer has any questions as to what information should be released and/or when it should be released, the Employer should be contacted.

APPENDIX F SALARY RANGES

FY 2026 (July 1, 2025 – June 30, 2026)
AFSCME Ranges for Paybands 1-8

	Payband 1	Payband 2	Payband 3	Payband 4	Payband 5	Payband 6	Payband 7	Payband 8
Minimum	$15.73	$16.98	$18.33	$19.80	$21.45	$23.14	$25.05	$27.07
Midpoint	$20.45	$22.07	$23.84	$25.76	$28.45	$30.67	$33.86	$36.56
Maximum	$25.16	$27.16	$29.34	$31.71	$35.44	$38.20	$42.66	$46.05

APPENDIX G CLASSIFICATION LIST

Pay Band 1
Office Assistant I

Pay Band 2
Court Attendant

Pay Band 3
Accounting Clerk
Court Operations Clerk
Office Assistant II

Pay Band 4
Accounting Associate

Pay Band 5
Office Assistant III
Calendar Clerk
Court Administrative Assistant
IT Specialist I

Pay Band 5 (continued)
Court Operations Associate
Scheduling Specialist

Pay Band 6
Accounting Specialist
Court Operations Leadworker I
Court Operations Specialist
Staff Generalist I

Pay Band 7
Accountant I
Probate Registrar
Court Operations Leadworker II

Pay Band 8
IT Specialist II
Court Interpreter

BY: **/s/ Jessi Bienfang**
Jessi Bienfang
Labor/Employee Relations Manager

BY: **/s/ Dane Ryan**
Dane Ryan
Business Representative,
AFSCME Council 5

BY: **/s/ Max Forrester**
Max Forrester
Business Representative,
AFSCME Council 65

LETTER OF AGREEMENT
(4th Judicial District Dental Insurance)

This agreement is entered into between the Minnesota Judicial Branch and AFSCME Council 5 regarding a monetary supplement to offset the cost of dental insurance for certain 4th Judicial District employees.

WHEREAS, The Fourth Judicial District has previously provided $0.26 per hour towards the cost of dental insurance for those employees who were members of the AFSCME unit; and

WHEREAS, those Fourth Judicial District employees were transitioned to employment with the Minnesota Judicial Branch effective July 1, 2003 and the parties desires to reach a complete agreement regarding the dental offset;

NOW, THEREFORE, the parties agree as follows:

Those Fourth Judicial District employees of record on July 1, 2003 who are members of the AFSCME unit who elect county benefits

- at the time of transition; or
- at the expiration of their respective COBRA period following the discontinuation of the AFSCME dental plan

shall be eligible for a monetary supplement towards the costs of dental insurance. Such supplement shall be the lesser of:

- $45.07 per month for dental insurance; or
- The actual cost to the employee for the dental insurance provided by Hennepin County.

The Minnesota Judicial Branch shall effectuate such a monetary supplement in a manner it deems most efficient, however, it shall strive to provide the supplement on a pre-tax basis.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates indicated by their respective signatures.

FOR THE EMPLOYER:

/s/ Jeff Shorba

Jeff Shorba Date
Human Resources Director 9/6/13

FOR THE UNION:

/s/ Cynthia M. Nelson

Cynthia M. Nelson Date
Business Agent, Council 5 9/6/13

____/s/ Leanne Kunze__9/6/13
Leanne Kunze Date
Field Staff, Council 65

LETTER OF AGREEMENT

Telecommuting – 4th Judicial District

This agreement is entered into between the Minnesota Judicial Branch and AFSCME Councils 5 and 65 regarding telecommuting by employees within the 4th Judicial District.

WHEREAS, prior to state funding, the 4th Judicial District had an established telecommuting policy. That policy was entitled "Telework Guidelines" and addressed, among other things, procedure and selection criteria, terms and conditions, criteria for supplying county-owned equipment, performance measurement and reporting, liability, and data privacy/security; and

WHEREAS, the Minnesota Judicial Branch has a separate and distinct telecommuting policy and certain provisions in the Telework Guidelines are contrary to or distinguishable from those in the Minnesota Judicial Branch telecommuting policy, and application of the Minnesota Judicial Branch telecommuting policy could adversely impact the employees who became teleworkers under the 4th Judicial District's Telework Guidelines;

NOW, THEREFORE, the parties agree as follows:

The Minnesota Judicial Branch agrees to grandparent the provisions of the 4th District Telework Guidelines for those specific employees who became teleworkers under the 4th Judicial District's Telework Guidelines policy. The specific employees who are so grandparented are identified by name in the attachment to this agreement. In the event that any of these specified employees no longer telecommute, this grandparenting provision shall become null and void and future telecommuting shall be governed by the Minnesota Judicial Branch policy.

Effective August 1, 2013,

- For those grandfathered employees noted below who work at home 33-40 hours/week, they may be reimbursed their actual home internet connectivity allowance amount with a not-to-exceed limit of $56/month (or maximum allowed by MJB Finance Policy 205.3).
- For those who work at home 32 or less hours/week (and are not in Results Only Work Environment), they may be reimbursed their actual home internet connectivity allowance amount with a not-to-exceed limit of $28/month, whichever is less.
- All grandfathered employees receiving reimbursement are required to participate in the reimbursement procedure per MJB Finance Policy 205.3.

Specific employees in the 4th Judicial District to whom the grandparented provisions of the 4th District Telework Guidelines Apply.

Dept	**Teleworkers**
Conciliation Court	Tracy Hukka

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates indicated by their respective signatures.

FOR THE EMPLOYER:

/s/ Jeff Shorba 9 / 6 / 1 3
Jeff Shorba Date
State Court Administrator

FOR THE UNION:

/s/ Cynthia M. Nelson 9/6/13
Cynthia M. Nelson Date
Business Representative, Council 5

/s/ Leanne Kunze_____9/6/13_
Leanne Kunze Date
Field Staff, Council 65

Amended Date:_____
Initials:

Serena Vergin AFSCME Council 65	Alison Kelly AFSCME Council 5	Jessi Bienfang MN Judicial Branch

MEMORANDUM OF UNDERSTANDING
Between
THE MINNESOTA JUDICIAL BRANCH
and
AFSCME LOCALS 1500 & 3688, COUNCIL 5 & 65,
AFL-CIO

This memorandum modifies and continues the agreement reached during the 2000-2001 contact negotiations regarding the Union's use of ITV equipment.

This agreement will be attached to the collective Bargaining Agreement in effect between the Minnesota Judicial Branch and AFSCME councils 5 & 65 (Clerical, Administrative & Technical Employees).

It is understood that AFSCME Local 1500 may use the ITV system up to three (3) times per each for AFSCME members in JD 3/5 and JD 9 to conduct Union business.

It is understood that AFSCME Local 3688 may use the ITV system up to three (3) times per each for AFSCME members in JD 2, 4, 6 & 10 to conduct Union business.

Special meetings (ie. contract ratification) may be scheduled for each group as needed.

It is understood that the Union's Local leadership will be responsible for scheduling the use of ITV with prior approval from the site County Court Administrator and the parties responsible for the room and the ITV equipment. The union will abide by local ITV system use policies. No Union business will be conducted on the ITV system during work hours or at any time that would interfere with the Judicial Branch use of the system.

MINNESOTA JUDICIAL BRANCH

BY: **/s/ SUE K. DOSAL**
Sue K. Dosal
State Court Administrator

BY: **/s/ WALTER W. WOJCIK**
Walter W. Wojcik
Labor/Employee Relations Manager

AFSCME COUNCIL 5 & 65, AFL-CIO

BY: **/s/ LEANNE KUNZE**
Leanne Kunze
Assistant Director, AFSCME Council 65

BY: **/s/ CAROLE GERST**
Carole Gerst
Business Representative, AFSCME Council 5

Date: **09-21-2007**

MEMORANDUM OF UNDERSTANDING
Between
THE MINNESOTA JUDICIAL BRANCH
and
AFSCME LOCALS 1500 & 3688, COUNCIL 5 & 65,
AFL-CIO

POLITICAL ACTION COMMITTEE

This agreement will be attached to the Collective Bargaining Agreement in effect between the Minnesota Judicial Branch and AFSCME Councils 5 & 65 (Clerical, Administrative and Technical Employees).

The Minnesota Judicial Branch has agreed to discuss the issue of Employee Political Activity with AFSCME Councils 5 & 65, 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 AFSCME's PEOPLE program, the employer will agree to reopen Article 3 midterm for the express purposes of negotiating over the potential inclusion of payroll deduction authorization for the AFSCME PEOPLE program.

MINNESOTA JUDICIAL BRANCH	AFSCME COUNCIL 5 & 65, AFL-CIO
BY: **/s/ SUE K. DOSAL** Sue K. Dosal State Court Administrator	BY: **/s/ LEANNE KUNZE** Leanne Kunze Assistant Director, AFSCME Council 65
BY: **/s/ WALTER W. WOJCIK** Walter W. Wojcik Labor/Employee Relations Manager	BY: **/s/ CAROLE GERST** Carole Gerst Business Representative, AFSCME Council 5

Date: **09-21-2007**