

# **LABOR AGREEMENT**

**BETWEEN**

**THE MINNESOTA JUDICIAL BRANCH**

**AND**

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



**REPRESENTING**

**OFFICIAL COURT REPORTERS, STATEWIDE  
BARGAINING UNIT**

**EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2023**

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## **ARTICLE 1. PURPOSE OF AGREEMENT**

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

It is the intent and purpose of this Agreement to:

### **1.1 Establish Procedures.**

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

### **1.2 Written Record.**

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

## **ARTICLE 2. RECOGNITION**

### **2.1 Recognize Union.**

The Employer recognizes the Union as the exclusive representative for:

All Official Court Reporters employed by the Minnesota Judicial Branch, who are public employees within the meaning of Minn. Stat. §179A.03, Subd. 14, excluding supervisory, confidential and all other employees.

### **2.2 Threshold for Inclusion in Unit.**

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

## **ARTICLE 3. DEFINITIONS**

### **3.1 Union.**

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

### **3.2 Union Member.**

A member of the Union.

### **3.3 Employee.**

A member of the exclusively recognized bargaining unit.

- 3.4 Employer.**  
Minnesota Judicial Branch.
- 3.5 Union Officer.**  
Officer elected or appointed by the Union.
- 3.6 Appointing Authority.**  
A judge, referee pursuant to Minn. Stat. §484.65, Subd. 7, and Minn. Stat. §484.70, or judicial officer, pursuant to Minn. Stat. §487.08.
- 3.7 Steward.**  
An Employee designated by the Union for the purposes of communicating with the Appointing Authority or their designee or with notice to Appointing Authority and/or with notice to the State Court Administrator or their designee on matters of interest to either party and performing assigned duties as may be otherwise specified in this Agreement.

#### **ARTICLE 4. UNION SECURITY**

- 4.1 Dues Deduction.**  
The Employer agrees to deduct from the wages of Employees who authorize such deduction in writing an amount necessary to cover Union dues or a "fair share" deduction as provided by Minn. Stat. §179A.06, Subd. 3, if the Employee elects not to become a member of the Union. Such monies shall be remitted as directed by the Union. The Union agrees to indemnify and hold the Employer and its Appointing Authorities harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer or its Appointing Authorities as a result of any action taken or not taken or as a result of a request of the Union under the provisions of this Article, including fair share deductions and remittances.
- 4.2 Steward Selection.**  
The Union may designate Employees from the bargaining unit to act as Stewards and shall inform the Employer in writing of such choice and changes in the position of Stewards and/or alternates. The Union and Employer agree that there will be no more than one Steward for each twenty-five (25) Court Reporters in a Judicial District. For Judicial Districts that have only one Steward, an alternate Steward shall be named to act in the absence or unavailability of the Steward. Wherever possible, the parties agree that travel between counties for Steward activities shall be avoided and that telephone or other approved communication shall occur.
- 4.3 Employee Use of E-mail for Union Communication.**  
The Employer shall allow bargaining unit employees to use its e-mail system, so long as such usage complies with the Minnesota Judicial Branch policy entitled "Use of Internet and Other Electronic Communication Tools" ([Appendix A](#)) to advertise union meetings and union initiatives to other

bargaining unit members. The Union may not e-mail any material of a non-partisan or partisan political, derogatory, or inflammatory nature.

**4.4 Union Stewards.**

The Employer and its Appointing Authority agree that the Employees designated as Stewards under Article 4.2 of this Agreement shall be allowed a reasonable amount of duty time annually to attend to Union matters as designated by the Union in addition to the other Stewards' activities as provided for in this Agreement, provided that the Steward has notified and received the approval of the Employer and Appointing Authority, and that such activity does not unduly interfere with their normal duties or the duties of other employees or the court.

**4.5 No Lock-Out.**

No lock-out shall be instituted by the Employer and/or the Appointing Authorities during the term of this contract.

**ARTICLE 5. EMPLOYER AUTHORITY**

**5.1 Retention of Rights.**

It is recognized and agreed that, except as expressly modified by this Agreement, the Employer retains all inherent managerial rights necessary to operate and direct the affairs of the Employer and Appointing Authorities in all its various aspects.

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

**5.2 Reservation of Rights.**

Any terms of employment not specifically established or modified by this Agreement shall remain exclusively within the discretion of the Employer and its Appointing Authorities to modify, establish, or eliminate, under the U.S. and/or State Constitution and the inherent powers of the judicial branch of government through the doctrine of separation of powers.

**ARTICLE 6. EMPLOYER SECURITY**

**6.1 Strike Prohibition.**

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

## **ARTICLE 7. SAVINGS CLAUSE**

### **7.1 Conformity.**

This Agreement is intended to be in conformity with all applicable and valid federal and state laws and those rules or regulations promulgated thereunder having the force and effect of law which are in effect on the effective date of this Agreement, which the Judicial Branch of government is subject to, and which are not in conflict with the doctrine of separation of powers or the U.S. and/or State constitutions. Should any article, section, or portion thereof of this Agreement be held unlawful and unenforceable, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision, and all other valid provisions shall remain in full force and effect.

### **7.2 Implementation.**

Should the implementation of any provision or portion of this Agreement be delayed or withheld because of an applicable federal law or regulation not in conflict with the U.S. and/or State constitution or the doctrine of separation of powers, then only such specific provision or portion shall be affected and the remainder of this Agreement shall continue in full force and effect. Any portion or provision of this Agreement thus delayed or withheld shall become effective and be implemented at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the term of this Agreement or any extension thereof.

## **ARTICLE 8. NON-DISCRIMINATION**

### **8.1 Non-Discrimination.**

Neither the Employer, its Appointing Authority, nor the Union shall discriminate against any Employee because of Union or non-Union membership or because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age. Complaints of harassment shall be governed by the provisions of the Minnesota Judicial Branch Policy Against Discrimination and Harassment ([Appendix A](#)). However, the Employee may elect to utilize the Administrative Review Procedure rather than Part III (Complaint Procedure) of the Policy.

## **ARTICLE 9. ADMINISTRATIVE REVIEW PROCEDURE**

### **9.1 Administrative Complaint.**

An administrative complaint is a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement that is subject to review under this Administrative Review Procedure. Performance evaluations and powers granted to the Appointing Authority under statute or this contract are not subject to the Administrative Complaint Process.

## **9.2 Processing of an Administrative Complaint.**

It is recognized and accepted by the parties to this Agreement that the processing of administrative complaints as hereinafter provided is limited by the job duties and responsibilities of the Employee and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The Union Steward and the Employee shall be allowed a reasonable amount of time during normal working hours without loss in pay when an administrative complaint is investigated and presented to the step representatives specified below, provided the Employee has notified and received the approval of the Appointing Authority, who has determined that such absence is reasonable and would not interfere with the work of the Employee, of other employees, or the court.

## **9.3 Procedure.**

All administrative complaints except those excluded in Section 9.1 above shall be resolved in conformance with the following procedure:

**INFORMAL PHASE:** An Employee claiming a violation concerning the interpretation or application of this Agreement may discuss the matter with their Appointing Authority in an effort to avoid a formal administrative complaint and/or resolve any dispute. While Employees are encouraged to utilize this informal step, nothing herein shall be construed as a limitation upon the Union, respecting the filing of a formal administrative complaint at Step 1.

### **FORMAL PHASE:**

**STEP 1.** If the matter giving rise to the complaint was not resolved informally, the Union shall file a formal written complaint, which has been signed by the Employee, with the appropriate District Administrator or with their designee. The complaint must be filed within twenty-one (21) calendar days of the event giving rise to the complaint. At the time the complaint is served upon the District Administrator, the Union shall provide the Employer's Labor Relations Manager with an informational copy thereof.

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

**STEP 2.** If a complaint has not been resolved by the District Administrator's response at Step 1 and the Union intends to continue to pursue the complaint, the Union shall, within ten (10) calendar days after receipt of the District Administrator's response, refer the complaint to Step 2 by so notifying, in writing, the Employer's Labor Relations Manager of its intent.

The Employer's Labor Relations Manager and the Union's Business Agent shall meet within twenty-one (21) calendar days of the date the Union filed its Step 2 notice in an attempt to resolve the complaint.

If the parties have not resolved the complaint within forty-five (45) calendar days after such meeting, the Union may initiate the panel process as provided in Step 3. The Union shall notify, in writing, the Employer's Labor Relations Manager of its intent to use the panel process.

**STEP 3.** If timely appealed, the Union, with or without the Employee present, shall meet with and present the administrative complaint to the Administrative Review Panel ("the Panel") within sixty (60) days of the Employer's response in Step 2. The Panel shall be composed of two Union representatives who are not court reporter employees and two representatives appointed by the Employer. The Appointing Authority or their representative may be present to explain their position on the matter, as well as to present any information or evidence that will assist the Panel in resolving the dispute. The Panel shall schedule the Step 3 meeting and attempt to reach a decision within thirty (30) days of presentation of the administrative complaint. Neither the Union, Employee, Appointing Authority nor their representative has a right to cross-examine the other side concerning the complaint. If the Panel is unable to decide the matter, the chair shall so notify the Appointing Authority and the Union in writing within thirty (30) business days of the meeting. If no decision is reached, the Union may appeal the matter to binding arbitration within twenty (20) business days after the Panel's notice of failure to resolve the matter was due.

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

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

#### **9.4 Arbitrator's Authority.**

- A.** The Arbitrator shall not have the right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The Arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted, nor shall the Arbitrator decide contrary to law or contrary to the inherent power of the Judicial Branch as a separate branch of government.

- B.** The Arbitrator's decision shall be submitted in writing within twenty (20) business days following the close of the hearing, unless otherwise agreed to by the parties. The decision shall be binding upon both the Employer and the Union.
- C.** The fees and expenses for the Arbitrator's services and proceedings shall be borne equally by the Employer and the Union, but each party shall be responsible for compensating its own representatives and witnesses.
- D.** If any party has the proceedings transcribed, the other side may purchase a transcript at the copy cost, and the party requesting the transcript shall provide a copy to the Arbitrator.

**9.5 Other Conditions.**

Nothing contained in this Administrative Review Procedure abrogates or diminishes the Appointing Authority's right to appoint Employees or to remove an Employee from serving at the pleasure of the Appointing Authority.

**ARTICLE 10. VACANCIES**

**10.1 Powers.**

An Employee shall be appointed and shall serve at the pleasure of their Appointing Authority.

**10.2 Voluntary Transfer.**

An Appointing Authority may agree to appoint the Employee of another Appointing Authority located within the same Judicial District. If the Employee agrees to such transfer, such transfer is not considered a vacancy and does not require posting.

**10.3 Job Posting Procedure.**

An electronic posting shall occur upon a Court Reporter's separation by reason of retirement, resignation, termination, death, or abandonment of position or due to the creation of a new court reporter position. When a position within the bargaining unit is to be filled, the position shall be posted on the court website (currently [www.mncourts.gov](http://www.mncourts.gov)) for a minimum of ten (10) business days. The posting shall be dated and shall contain the location of the court reporter position, a general description of the duties, the name of the hiring Appointing Authority, and the normal hours of work.

**10.4 Application for Posted Position.**

An Employee may apply for a posted position by submitting an application as described in the position notice. The application must be submitted on or before the application deadline.

### **10.5 Break in Service.**

Official Court Reporters who transfer without a break in service from one court to another within the state of Minnesota shall do so at the salary received prior to the transfer and shall not receive a salary increase as a result of the transfer. If a Court Reporter is rehired by the same or another Judge as an Official Court Reporter within four (4) years of separation, the Court Reporter, at a minimum, shall be eligible for the salary earned at the time of separation.

## **ARTICLE 11. HOURS OF WORK**

### **11.1 Hours of Work.**

The Appointing Authority shall establish the normal work schedule, meal and rest breaks, and need for additional hours for their Employee. Nothing herein shall be construed as a guarantee of hours per day or per week. The normal work day consists of eight (8) hours within a twenty-four (24) hour period. The normal work week consists of five days, Monday through Friday. The hours of work expected shall normally be eighty (80) hours of work within a fourteen (14) calendar day pay period. The Employee will not be eligible to be paid for more than eighty (80) hours in a pay period.

### **11.2 Flex Schedules.**

An Employee may request a modification of their regular work schedule to another schedule. The Appointing Authority may approve or deny flex work schedules and retains the responsibility for determining exemptions from, or terminations of, flex schedules which adversely affect the operations of the courts or the level of service to the public.

### **11.3 Work Hour Adjustments.**

An Appointing Authority may change the work hours of Employees without advance notice for such time periods as the Appointing Authority determines that alternative work hours are necessary. An Employee may adjust their work hours for any work day with the approval of the Appointing Authority.

### **11.4 Meal and Rest Periods.**

Each Employee shall normally have an unpaid meal period, the duration of which is at the discretion of the Appointing Authority. Each Appointing Authority shall normally take a twenty (20) minute work break after the Employee has engaged in continuous, uninterrupted reporting for ninety (90) minutes during any reported court session. Work demands may on occasion preclude the granting of a meal period or rest break.

### **11.5 Work Reassignments.**

- A. Absence of Appointing Authority.** If the Appointing Authority is absent, the Chief Judge or their designee may reassign the Official Court Reporter to work at various locations within the Judicial District. Official Court Reporters who, prior to the Appointing Authority's absence, have submitted a request for

vacation, medical, or other leave for the day(s) when the Appointing Authority will be absent shall be exempt from reassignment. Failure to report for reassignment shall result in reduction of 4 hours of vacation for a ½ day reassignment or 8 hours for a full-day reassignment. If the official Court Reporter's vacation balance is insufficient to accommodate this reduction, any time not deducted from vacation shall be unpaid. The provisions of the Employer's Travel and Reimbursement Policy shall apply to work reassignments.

- B. Non-Court Time of Appointing Authority.** During the non-court time of the Appointing Authority, the Official Court Reporter, after consultation of the Appointing Authority and Chief Judge or designee, may not be reassigned to work at various locations within the judicial district without permission of their Appointing Authority. Official Court Reporters who, prior to the non-court time of the Appointing Authority, have submitted a request for vacation, medical, or other leave for the non-court time shall be exempt from reassignment. Failure to report for reassignment shall result in a reduction of 4 hours of vacation time for a ½ day reassignment or 8 hours for a full day reassignment. If the official Court Reporter's vacation balance is insufficient to accommodate this reduction, any time not deducted from vacation shall be unpaid. The provisions of the Employer's Travel and Reimbursement Policy shall apply to work reassignments.
- C. District Policies.** Individual Judicial Districts, who do not have a current reassignment policy, shall develop a policy for the reassignment of Official Court Reporters in accordance with this Article. Such policies may include, but not be limited to, notice requirement for Official Court Reporters to be informed of reassignment(s) and mileage limitations. The District Labor-Management Committee is the appropriate venue for such policy discussions with Official Court Reporters.

## **ARTICLE 12. USE OF FACILITIES**

### **12.1 Use of Facilities.**

Upon request and approval of the Chief Judge, the bargaining unit may be permitted to meet at the facility during normal business days during non-work periods in non-work areas. If any costs are incurred, the Union agrees to pay the costs to the proper party.

## **ARTICLE 13. GENERAL CONDITIONS OF LEAVES OF ABSENCES**

### **13.1 Application for Leave.**

An Employee shall submit a request for a leave of absence in writing to the Appointing Authority as far in advance of the requested absence as is practicable. The request shall state the reason for and the anticipated duration

of the leave of absence. The Appointing Authority has the sole discretion to grant or deny the leave request based on business reasons.

**13.2 Paid Leaves of Absence.**

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

**A. Union Negotiating Leave**

Employees who are selected or appointed by the Union to serve on the Union's negotiating team shall be granted leave to attend scheduled negotiation sessions with the Employer. The eligible persons and hours required to attend these sessions will be reported and certified by the Union to the Employer and the Employer will be reimbursed by the Union for pay normally earned by the Employees, not to exceed 8 hours per session.

Employees who are selected or appointed by the union to serve on the Union's Steward or Negotiating team shall be granted leave to attend Union pre-negotiation sessions for up to four separate days. The eligible persons and hours required to attend these sessions will be reported and certified by the Union to the Employer and the Employer will be reimbursed by the Union for pay normally earned by the Employees, not to exceed eight (8) hours per session

**B. Court Appearance Leave.** Court appearance leave for appearances before a court or other judicial or quasi-judicial body in response to a subpoena or other direction by proper authority for purposes related to the Employee's court position. The Employee shall receive regular pay for such appearances or attendance, including necessary travel time, provided that any fee received, exclusive of paid expenses, is returned to the Judicial Branch. Any Employee who must appear and testify in private litigation, not as an employee or representative of the Judicial Branch but as an individual, shall be required to use vacation leave or leave of absence without pay.

**C. Jury Duty Leave.** Jury duty leave for time to serve on a jury provided that when not impaneled for actual service but only on call for service, the Employee shall report to work. A copy of the summons must be submitted to payroll by the end of the pay period served. Employees shall not accept jury fees, except mileage or reimbursement for child care.

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

**E. Military Leave.** Military leave in accord with Minn. Stat. §192.26 for members of a reserve component of the armed forces of this State or of the United States who are ordered by the appropriate authorities to active service or to attend a training program. This leave shall be limited to fifteen (15) working days per calendar year. The Employee must inform the Appointing Authority

within seven (7) calendar days of receiving notification of duty of the need for the leave. A copy of the military orders must accompany the Employee's time sheet.

- F. Voting Time Leave.** Voting time leave in accord with Minn. Stat. §204C.04 for Employees eligible to vote in a state primary election, a presidential primary election, a state general election, or an election to fill a vacancy in the United States Congress, provided that the leave is for a reasonable period of time.
- G. Athletic Leave.** Athletic leave to prepare for and engage in world, Olympic, or Pan American Games competition.
- H. Blood Donation Leave.** Blood donation leave to donate blood at an on-site program endorsed by the Employer.
- I. Association Leave for Board Members and/or Officers.** With the prior approval of the Appointing Authority, up to seven (7) Employees but no more than three (3) from any one Judicial District who are officers or board members of the Minnesota Association of Verbatim Reporters and Captioners (MAVRC) or the American Association of Electronic Reporters and Transcribers (AAERT) shall be given Association Leave to attend business meetings for no more than two such events per year of MAVRC or AAERT. Eligible employees wishing to attend such events shall notify the Labor Relations Division in writing a minimum of thirty (30) calendar days in advance of the event and will be selected upon a first-come, first-served basis. Employees participating in the events noted above shall not be eligible for reimbursement for mileage, meals, or other expenses.
- J. Legislative Leave.** If requested by the State Court Administrator or the Judicial Council, Employees shall be granted leave without loss of regular salary to attend legislative committee hearings, sessions, or other meetings at the Minnesota Legislature.
- K. Emergency Leave.** (1) State-wide Closures: If a state-wide natural (including weather emergencies) or man-made emergency is declared or the Governor or the Commissioner of Minnesota Management and Budget (MMB) declares state offices to be closed, all Court offices will be closed. Employees will be notified of the closing, pursuant to the applicable policy. Employees shall be paid their regular rate of pay during the emergency closure, without loss of leave.

(2) County Specific Closures: Should MMB announce the closure of state offices within a specific county due to an emergency situation, Judicial Branch offices within that county will also be closed. Should a County determine that its facilities housing the court are closed due to an emergency situation, Judicial Branch offices within that county will be closed. The State Court Administrator or their designee may close specific Court offices. Affected

employees will be notified of the closure, pursuant to the applicable Judicial Branch Policy. Employees shall be paid their regular rate of pay during the emergency closure, without loss of leave.

(3) **Absence without Closure:** Unless offices are closed, each employee is expected to report to work. However, if, in the employee's reasonable opinion, it is not possible to report to or remain at the work site safely, employees may be directed to work remotely, or leave time must be used to account for the time not worked. The employee may use accrued sick, vacation, leave without pay, or, if non-exempt, compensatory time to compensate for time not worked. If a new employee has not been able to earn leave sufficient to cover the time absent from work due to a weather emergency, the employee may make arrangements with their supervisor to make up the time by working additional hours within the same work week.

Also see Emergency Closure Procedures ([Appendix A](#)).

- L. Leave Impact on Accruals.** Accrual of vacation leave and sick leave benefits during the period of leave of absence with pay shall continue. If an Employee is granted leave without pay, they will not be credited with vacation or sick leave accruals for the period of leave without pay with the exception of approved military leave.
  
- M. Education Leave.** With prior approval of the Appointing Authority, an Employee shall remain in paid status to attend training or education programs to a maximum of 40 hours per fiscal year. The Employee must meet the minimum mandatory credit requirements of the Employee Education Policy and Standards within this 40 hour allotment. Expense reimbursement for courses, seminars, conferences and workshops is at the discretion of the Appointing Authority, consistent with the requirements set forth in the Employer's Reimbursement for Education Expenses policy, with the understanding and agreement that Official Court Reporters are included within the parameters of the Employer's policies governing Education and Education Expense reimbursement. In the event funds are not available, the course or program shall not be required.
  
- N. Recognition Leave.** Employees who are selected to receive formal recognition or an award by a Minnesota Judicial Branch state or district committee may be granted recognition leave. Recognition leave is paid time off in single-day increments not charged to other leave. Recognition leave in single-day increments, up to four (4) days, may be granted to Employees with the approval of their Appointing Authority or through an established district process. The leave shall be used within 12 months of the award date and within the fiscal year. If granted, the Appointing Authority shall provide the Employee with a written memorandum outlining the number of days of recognition leave granted and the Employee's action(s) that supported the determination. A copy of this memorandum shall be forwarded to the appropriate Human Resources staff for placement in the Employee's

personnel file. The Assignment personnel and the Employee shall diligently work together to schedule recognition leave when the impact on court operations will be minimized.

**O. 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.

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.

**13.3 Unpaid Leaves of Absence – Mandatory.**

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

- A. Disability Leave.** Disability leave for a cumulative period of one year per illness or injury, unless extended by the Appointing Authority, when an Employee has exhausted their accumulation of sick leave because of an extended illness or injury.

- B. Family Leave.** Family leave to a natural or adoptive parent for a period of six (6) months when requested in conjunction with the birth or adoption of a child. The leave shall begin on the date requested by the Employee but no later than six (6) weeks after the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave may begin up to six (6) weeks after the child leaves the hospital. Sick leave used with a medical practitioner's statement prior to the birth of the child will not reduce the duration of the family leave. Sick leave or vacation used following the birth of the child will not have the effect of extending the six (6) month family leave. Upon request, the Appointing Authority may extend the leave up to a maximum of one (1) year.
- C. Military Leave (State).** Military leave in accord with Minn. Stat. § 192.261, Subd. 1, for entry into active military service in the armed forces of this State or of the United States for the period of military service up to four (4) years, plus any additional time in each case as the Employee may be required to serve pursuant to law. If such leave results from an order to active service by the appropriate authority, the Employee shall continue to accrue vacation and sick leave during the period of active service. Vacation leave may be accumulated to any amount, provided that the amount is reduced to two hundred and sixty (260) hours within two (2) years of the Employee's return to the Judicial Branch.
- D. Military Leave (Federal).** Military leave in accord with 38 U.S.C. 2024(d) for the period required to perform active duty for training or inactive duty training in the armed forces of the United States shall be granted with the Employee being permitted to return to the Employee's position with such seniority, status, pay, vacation, and sick leave as such Employee would have had if the Employee had not been absent due to service under 38 U.S.C. 2024(d). The Employee must inform the Appointing Authority within seven (7) calendar days of receiving notification of duty. Vacation leave may be accumulated to any amount provided that the amount is reduced to two hundred and sixty (260) hours within two (2) years of the Employee's return to the Judicial Branch.
- E. Union Leave.** Union Stewards or other Employees who may be elected or appointed by the Union to perform duties for the Union shall be granted unpaid time off, provided the Union Stewards or other Employees have notified the Appointing Authority, who has determined that such absence is reasonable and would not be detrimental to the work of the Appointing Authority. Upon the written request of the Union, unpaid leave shall be granted to Employees who are elected officers or Stewards of the Union. Annually, the Appointing Authority may request the Union to confirm the Employee's continuation on Union leave. Such leave shall not extend longer than three (3) years but may be renewed at the discretion of the Appointing Authority. Unpaid leave time for service to the Union shall not be deducted for purposes of determining an Employee's vacation or sick leave accrual rate.

**13.4 Unpaid Leaves of Absence – Discretionary.**

Unpaid leaves of absence may be granted at the sole discretion of the Appointing Authority as follows:

- A. Salary Savings Leave.** Salary savings leave when authorized by the State Court Administrator, provided that an Appointing Authority shall not hire a replacement for an Employee on salary savings leave. An Employee on salary savings 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.** Personal leave for any reason for a period of up to one (1) year subject to annual renewal at the Appointing Authority's discretion.

**13.5 Termination of Leaves.**

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

**13.6 Return from Leave.**

An Employee on an approved leave of absence is required to contact the Appointing Authority if an extension is being requested. Failure to contact the Appointing Authority 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 the Judicial Branch. An Employee returning from a leave of absence of two (2) months or more shall notify the Appointing Authority at least two (2) weeks prior to the intended date of return. An Employee shall be entitled to return from an approved leave of absence to their position. An Employee returning from an unpaid leave of absence shall return to the same rate of pay they had been receiving at the time the leave commenced plus any non-discretionary adjustments that would have been granted had the Employee been continuously employed during the period of absence or at a higher rate with the approval of the Appointing Authority and the Employer.

**13.7 Absence Without Leave.**

Any unauthorized absence from duty is an absence without leave and shall be without pay. If it is subsequently determined by the Appointing Authority that mitigating circumstances existed, the Appointing Authority may convert the absence without leave to other leave as appropriate.

**13.8 Family Medical Leave Policy.**

This contract is intended to be in conformity with the Minnesota Judicial Branch Family and Medical Leave Policy ([Appendix A](#)).

## **ARTICLE 14. COUNTY BENEFITS**

- A.** Pursuant to Minn. Stat. §480.181, any Employee currently receiving County benefits from the District in which they serve shall continue receiving said County benefits throughout their tenure with said District, pursuant to the January 1, 1992, transition to State funding election. This provision does not alter the statutory one-time election to State benefits subsequent to becoming a Judicial Branch Employee.
- B.** Any Employee currently receiving County benefits may elect at the time of the State's open medical enrollment to receive State benefits to become effective at the start of the new insurance year. If an Employee elects to receive State benefits during open enrollment, or if they are required to receive State benefits at any time during said tenure, they shall retain prior accrued vacation and sick time. Any Employee electing State benefits under this Article for the 2022 and 2023 insurance years who currently is not entitled to accrue vacation and sick leave shall, upon election of State benefits effective at the start of the new insurance year, be credited with eighty (80) hours of vacation and eighty (80) hours of sick leave.

## **ARTICLE 15. VACATION LEAVE**

### **15.1 Eligibility.**

All Employees in payroll status may accrue and may use vacation immediately on appointment except interns, intermittent employees, and Employees who are appointed for a period not to exceed six (6) months.

### **15.2 Accruals and Accumulation.**

An eligible Employee shall accrue vacation leave each pay period according to the rates provided below. An Employee being paid for less than a full eighty (80) hour pay period shall have their vacation accrual prorated in accordance with the schedule provided in [Appendix B](#). Vacation leave may be accumulated to a maximum of 275 hours. In emergency situations, the Director of Human Resources may, at the direction of the Appointing Authority, temporarily suspend the maximum number of hours which may be accumulated. As used below, "Length of Service" does not include time on suspension or unpaid non-medical leaves of absence which exceed one (1) full pay period in duration. Upon separation, the Employee shall receive full payout of any and all accrued vacation time.

### **15.3 Vacation Use.**

- A.** An Employee may use their accrued vacation leave time when so approved by the Appointing Authority.
- B.** If the Employer offers unrepresented employees the option of converting unused vacation to deferred compensation, the Employer shall make the

identical offer to Official Court Reporters. The Employer and the Union shall execute a Memorandum of Understanding to reflect the terms and conditions of the conversion at the time it is offered.

#### 15.4 Vacation Schedule for Full Time Employees.

Length of Service	Accrued Per Pay Period
0 through 5 years	4 hours
After 5 through 8 years	5 hours
After 8 through 12 years	7 hours
After 12 through 18 years	7.5 hours
After 18 through 25 years	8 hours
After 25 through 30 years	8.5 hours
After 30 years	9 hours

### ARTICLE 16. SICK LEAVE

#### 16.1 Eligibility.

All Employees in payroll status accrue and may use sick leave immediately upon appointment, except interns, intermittent employees, and Employees who are appointed for a period not to exceed six(6) months.

#### 16.2 Accruals and Accumulations.

- A. Rate of Accrual.** A full-time Employee shall accrue sick leave at the base rate of four (4) hours per pay period. An Employee being paid for less than a full eighty (80) hour pay period shall have their sick leave accrual prorated in accord with the schedule provided in [Appendix C](#).
- B. Sick Leave Restoration.** An eligible Employee who is reappointed to the Judicial Branch within four (4) years from the date of separation in good standing shall have their sick leave balance restored, 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.
- C.** An eligible Employee who moves without a break in employment from a legislative or executive branch position to a Minnesota Judicial Branch position shall have their accumulated sick leave balance, if any, transferred.

#### 16.3 Usage.

Whenever practicable, an Employee shall submit a request for sick leave in advance of the period of absence to the Appointing Authority. When advance notice is not possible, an Employee shall notify the Appointing Authority by telephone or other means at the earliest opportunity on a daily basis. The

Employee shall be granted sick leave to the extent of their accumulation for the following:

<b>Sick Leave Use Reason</b>	<b>Familial Relationships Defined</b>
<b>Level 1:</b> <b>Medical, Chiropractor, or Dental Care</b>	<u>Employee and Employee's:</u> <ul style="list-style-type: none"> <li>• Spouse or Cohabiter</li> <li>• Any dependent of the employee or spouse as defined by the SEGIP definition found below</li> <li>• Parents</li> <li>• Step parents</li> </ul>
<b>Level 2:</b> <b>Disability and Hospitalization</b> (including employee's inability to work, as certified by a doctor, due to being pregnant or giving birth)	<b>All Familial relationships noted in Level 1 above, plus the following:</b> <u>Employee's:</u> <ul style="list-style-type: none"> <li>• Adult Children</li> </ul> <u>Spouse or Cohabiter's:</u> <ul style="list-style-type: none"> <li>• Parents</li> <li>• Step Parents</li> <li>• Adult Children</li> </ul>
<b>Level 3:</b> <b>Illness and Injury</b>	<b>All Familial relationships noted in Levels 1 and 2 above, plus the following:</b> <ul style="list-style-type: none"> <li>• Siblings (usage may be limited per MN Statute <u>181.9413</u>)</li> <li>• Grandparents (usage may be limited per MN Statute <u>181.9413</u>)</li> <li>• Grandchildren (usage may be limited per MN Statute <u>181.9413</u>)</li> </ul>
<b>Level 4:</b> <b>Terminal or Catastrophic Illness</b>	<b>All Familial relationships noted in Levels 1 and, 2 and 3 above, plus the following:</b> <u>Employee's:</u> <ul style="list-style-type: none"> <li>• Adult Children's Spouse or Cohabiter</li> <li>• Step-siblings</li> <li>• Step-grandparents</li> </ul> <u>Spouse or Cohabiter's:</u> <ul style="list-style-type: none"> <li>• Adult Children's Spouse or Cohabiter</li> </ul>
<b>Level 5:</b> <b>In case of Death</b> (to attend the funeral for a reasonable period, including necessary travel time)	<b>All Familial relationships noted in Levels 1, 2, and 3 and 4 above, plus the following:</b> <u>Employee's:</u> <ul style="list-style-type: none"> <li>• Great-grandparents</li> <li>• Great-grandchildren</li> <li>• Siblings-in-law</li> </ul> <u>Spouse or Cohabiter's:</u> <ul style="list-style-type: none"> <li>• Siblings</li> <li>• Step-siblings</li> </ul>

	<ul style="list-style-type: none"> <li>• Grandparents</li> <li>• Siblings-in-law</li> <li>• Step grandparents</li> <li>• Great grandparents</li> </ul> <p>Upon notice to supervisor, an employee may take up to five (5) days of sick leave during a two-week period to attend the funeral, burial, or similar grieving ceremony, travel to and from the funeral, make funeral arrangements, grieve, or comfort others in a time of personal loss. Following 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.</p> <p>Once each biennium, an employee, upon request, shall be granted up to one (1) day from their sick leave accrual to attend the funeral of any person not listed above.</p>
<b>Birth or Adoption of a child by the employee</b>	Birth or adoption of an employee's child, <b>not to exceed five (5) days</b> , 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.
<b>Arrange for Nursing Care</b>	To arrange for necessary nursing care for family members listed in levels 1, 2, and 3, and 4 above, <b>not to exceed five (5) days</b> .
<b>OTHER:</b>	Exposure to contagious disease which endangers the health of oneself and other persons.
<b>Notes:</b>	Dependents, regardless of relationship, are outlined in the SEGIP definitions.

An Employee using sick leave may be required to furnish a statement from their medical practitioner or a medical practitioner designated by the Appointing Authority or its designee indicating the nature and expected duration of the illness or disability. The Appointing Authority or its designee may also require a similar statement from a medical practitioner if it has reason to believe the Employee is not able to work or has been exposed to a contagious disease which endangers the health of other persons.

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

## ARTICLE 17. HOLIDAYS

### 17.1 Eligibility.

All full-time and part-time Employees in payroll status, with the exception of interns, and intermittent Employees are eligible for paid holidays. Temporary

Employees are eligible for paid holidays, but are not eligible for the floating holiday.

## **17.2 Observed Holidays.**

The following shall be observed as paid holidays:

Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
New Year's Day  
Martin Luther King Day  
Presidents Day  
Memorial Day

When the county government is closed as a result of a County-paid holiday not listed above, Employees shall be required to work unless they take accumulated vacation or the floating holiday after securing the approval of the Appointing Authority.

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

## **17.3 Floating Holidays.**

An Employee, other than a temporary Employee, shall receive one (1) floating holiday each fiscal year in proportion to their regular schedule of work. For fiscal years 2022 and 2023, all eligible employees shall receive a second floating holiday, totaling two (2) per fiscal year. The floating holiday shall be taken in the fiscal year in which it is earned or it is lost. The floating holiday cannot be split but must be taken in its entirety.

## **17.4 Holiday Pay.**

- A.** Full-time Employees' holiday pay shall be computed and paid at the Employee's regular hourly rate of pay multiplied by the number of hours in their normal work day.
- B.** Employees who normally work less than full time shall have their holiday pay pro-rated in accord with their FTE. In payroll periods that include a holiday, the Appointing Authority may allow part-time Employees to arrange their work schedules to avoid a reduction in salary due to the pro-ration of holiday pay, provided such rescheduling does not result in the payment of overtime.
- C.** Full-time Employees working compressed work weeks (four ten-hour days) receive holiday pay based on the number of hours the Employee would have been scheduled to work had there been no holiday.

**D. Work on a Holiday.**

When required by the Appointing Authority to work on an observed, non-floating holiday, the Employee shall receive pay for the hours worked on the holiday at straight time and an alternate day off to be used within three (3) months.

**17.5 Religious Holidays.**

When a religious holiday is not observed as one of those holidays listed above and falls on an Employee's regularly scheduled work day, the Employee shall be entitled to that day off to observe the religious holiday. Time to observe a religious holiday shall be taken without pay unless the Employee uses accumulated vacation leave or, by mutual consent with the Appointing Authority, is able to work an equivalent number of hours at some time during the fiscal year to compensate for the hours lost. An Employee shall notify their Appointing Authority of their intention to observe a religious holiday as soon as practicable in advance of the holiday.

**ARTICLE 18. WORKERS' COMPENSATION/INJURED ON DUTY PAY**

**18.1 Job-Related Injuries.**

An Employee incurring an on-the-job injury shall be paid their regular rate of pay for the remainder of the scheduled work day without deduction from vacation or sick leave accruals.

An Employee who incurs a compensable illness or injury and receives workers' compensation benefits may elect to use 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; 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.
- C.** An Employee shall return from Workers' Compensation leave 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.

### **18.2 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.

### **18.3 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.

## **ARTICLE 19. WAGES**

The salary ranges and steps applicable during Fiscal Year 2022 are contained in [Appendix D](#).

### **19.1 Fiscal Year 2022 (July 1, 2021 – June 30, 2022)**

- A. Salary Range.** The salary range is contained in [Appendix D](#). The range was improved by 95 cents.
- B. Cost-of-Living Adjustment.** There will be no Cost-of-Living Adjustment (COLA) during Fiscal Year 2022.
- C. Anniversary Pay Increase/ Lump Sum Payments.** Employees whose most recent hire date as a Court Reporter is before July 1, 2021, and employees who were rehired after voluntary separation at the same hourly rate paid upon their separation and with at least one cumulative year of service as a court reporter, will move to the FY2022 salary range effective July 1, 2021, based on satisfactory performance. Appointing Authorities and/or their designees may withhold pay increases because of unsatisfactory service within the year with written notice to the Employee. Increases so withheld may subsequently be granted if the Appointing Authority decides that the Employee has achieved a satisfactory level of performance. The withholding of a step increase due to unsatisfactory service is not subject to the Administrative Review Procedure.

Employees whose most recent hire date as a Court Reporter is on or after July 1, 2021, will continue to be paid using the FY21 pay schedule (also contained in [Appendix D](#)).

- D. Stability Payment.** Employees who meet the eligibility requirements will receive a stability payment payable on the anniversary date of the Employee. An Employee is eligible to receive stability payment if hired on or before September 18, 1997, and has served a full year at Step 7 of the salary range. The lump sum payment reflects the length of service recognized by the

Minnesota Judicial Branch and the number of hours an Employee has worked in the previous year. Calculation of the amount of the stability pay is shown in [Appendix E](#). However, there will be no stability payments during FY2022.

- E. Realtime Allowance.** Employees who are certified as realtime reporters and are required to perform realtime reporting for the purposes of ADA accommodations shall receive a payment of \$2,000 per year. This payment shall be pro-rated by month for any calendar month during which these realtime services have been performed for ADA accommodations. The allowance is payable in the last pay period of the fiscal year if employed during that pay period or the pay period following separation from employment.
- F. Equipment Reimbursement for Realtime.** Court Reporters who are required by the Appointing Authority to provide realtime may receive reimbursement up to \$250.00 per fiscal year for the purchase of necessary hardware, software, subscriptions, and/or licensing. A Court Reporter is required to provide realtime services only when the Appointing Authority has made a written request for realtime on an on-going basis and the request has been approved by the District Administrator. The District Administrator may only deny the request if the hardware and/or software is incompatible with that used in the District. Reimbursement requests shall be made in accordance with applicable Minnesota Judicial Branch policies and procedures.

## **19.2 Fiscal Year 2023 (July 1, 2022 – June 30, 2023)**

In the event the Minnesota State Legislature reconvenes for a special session before the expiration of this labor agreement and allocates new/additional funding to the Minnesota Judicial Branch for FY23, the parties agree to an additional wage re-opener.

- A. Salary Range.** The salary range is contained in Appendix D.
- B. Cost-of-Living Adjustment:** There will be no Cost-of-Living Adjustment (COLA) during Fiscal Year 2023.
- C. Step Increase/Lump Sum Payments.** Employees whose hourly rates of pay are below the top step of the pay range shall be eligible for a one-step increase on July 1, 2020, based on satisfactory performance. Appointing Authorities and/or their designees may withhold pay increases because of unsatisfactory service within the year with written notice to the Employee. Increases so withheld may subsequently be granted if the Appointing Authority decides that the Employee has achieved a satisfactory level of performance. The withholding of a step increase due to unsatisfactory service is not subject to the Administrative Review Procedure. However, there will be no step increases during FY2023.

A six percent (6%) lump sum payment shall be made to eligible employees covered by this Agreement during FY23. Lump sum amounts shall be calculated based on the hourly rate and FTE reflected in the payroll system as of July 1, 2022, and shall be paid out on paycheck dated October 7, 2022 (for the pay period 9/14/22-9/27/22).

Eligibility Criteria:

- Hired before 7/1/22; and
- Active as of 8/3/22 or transferred within the MJB and have not received a lump sum payment for FY23 under any other CBA or Pay Plan; and
- Had satisfactory performance (demonstrated by a score of 10+ on most recent performance evaluation or verified by Appointing Authority).

Eligible employees who are active as of 9/14/22 or transferred within the MJB prior to 9/14/22 and have not already received a lump sum payment shall receive a full lump sum payment.

Eligible employees who voluntarily separated during the time frame of 8/3/22 to 9/13/22 shall receive a prorated lump sum payment (7/1/22 to separation date).

Employees who separated prior to 8/3/22 shall not receive a lump sum.

Eligible employees who are not in payroll status on payment dates shall receive a missed lump sum payment upon return to active payroll status and shall forego the lump sum if they do not return to active payroll status during FY23.

Payroll taxes will be withheld from lump sum payments at the supplemental rate.

Actual lump sum payment dates will vary for eligible employees remaining on county payroll. District human resources staff will work with county human resources to coordinate payment of lump sums.

- D. Stability Payment.** Employees who meet the eligibility requirements will receive a stability payment payable on the anniversary date of the Employee. An Employee is eligible to receive stability pay if hired on or before September 18, 1997, and has served a full year at Step 7 of the salary range. The lump sum payment reflects the length of service recognized by the Minnesota Judicial Branch and the number of hours an Employee has worked in the previous year. Calculation of the amount of the stability pay is shown in Appendix E. However, there will be no stability payments during FY2023.

- E. Realtime Allowance.** Employees who are certified as realtime reporters and are required to perform realtime reporting for the purposes of ADA accommodations shall receive a payment of \$2,000 per year. This payment shall be pro-rated by month for any calendar month during which these realtime services have been performed for ADA accommodations. The allowance is payable in the last pay period of the fiscal year if employed during that pay period or the pay period following separation from employment.
  
- F. Equipment Reimbursement for Realtime.** Court Reporters who are required by the Appointing Authority to provide realtime may receive reimbursement up to \$250.00 per fiscal year for the purchase of necessary hardware, software, subscriptions, and/or licensing. A Court Reporter is required to provide realtime services only when the Appointing Authority has made a written request for realtime on an on-going basis and the request has been approved by the District Administrator. The District Administrator may only deny the request if the hardware and/or software is incompatible with that used in the District. Reimbursement requests shall be made in accordance with applicable Minnesota Judicial Branch policies and procedures.

### **19.3 Achievement and Spot Award Policy and Procedure.**

Court Reporters 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.

### **19.4 Employer Contribution to Deferred Compensation.**

Effective July 1, 2020, the Minnesota Judicial Branch will provide state benefitted employees covered by this bargaining agreement with a state-paid contribution to the deferred compensation program under Minn. Stat. § 356.24. The state-paid contribution shall be in an amount matching the employee's contribution on a dollar for dollar basis not to exceed three hundred dollars (\$300) per employee per fiscal year. County benefitted employees are excluded from the deferred compensation match.

Federal and state rules governing participation in the Minnesota Deferred Compensation Plan shall apply. The employee, not the Judicial Branch, is solely responsible for determining their total maximum allowable annual contribution amount under IRS regulations.

## **ARTICLE 20. SEVERANCE PAY**

### **20.1 Eligibility.**

An Employee shall be entitled to severance pay upon separation from the Minnesota Judicial Branch by reason of:

- A. Retirement at or after age 65;
- B. Retirement after ten (10) years of continuous State employment with immediate entitlement at the time of retirement to an annuity under a State retirement program;
- C. Death;
- D. Separation other than discharge after twenty (20) years of continuous State employment;
- E. Involuntary termination (other than termination due to violation of the Trial Court Policy Against Discrimination and Harassment or relating to violation of a criminal statute) of an Employee who serves at the pleasure of their Appointing Authority after five (5) years of continuous employment with the Minnesota Judicial Branch.

**20.2 Calculation of 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 percent (40%) of the Employee's accumulated but unused sick leave balance at the time of separation not to exceed nine hundred (900) hours, plus twelve and one-half percent (12½%) of the Employee's unused sick leave balance in excess of nine hundred (900) hours.

**20.3 Election of County Benefits.**

Employees who transferred to State employment by Laws of Minnesota for 1989, Chapter 335, Article 3 (Minn. Stat. § 480.181) and who elected to retain county benefits shall be entitled to severance pay as determined by the terms and conditions of their county personnel plan rather than Minnesota Judicial Branch severance benefits as described herein.

**ARTICLE 21. SEPARATIONS**

**21.1 Resignation.**

An Employee's voluntary separation from service shall be defined as a resignation. An Employee who desires to terminate their service shall submit a written resignation to the Appointing Authority. The employee must be present at work on the effective date of their separation, except as otherwise authorized by the employee's Appointing Authority.

**21.2 Abandonment of Position.**

An Employee's unauthorized leave of absence of three consecutive work days without notifying their Appointing Authority of the reason for the absence shall constitute a resignation (abandonment of position). If the Appointing Authority subsequently determines that mitigating circumstances existed, the

Appointing Authority may grant leave with or without pay for the absence. At the Appointing Authority's discretion, an Employee who abandons their position may forfeit any right to severance pay.

### **21.3 Involuntary Removals.**

- A. Change in Appointing Authority.** Upon the death, resignation, removal, or retirement of an Appointing Authority, so long as the Employee is available for work, the Employee shall remain on the payroll and work in a temporary pool subject to assignment by the Chief Judge or designee until one of the two events described below occurs.

In the event that the incumbent Employee is selected by the newly appointed or elected Appointing Authority taking office, said Court Reporter position shall not be deemed to be a vacancy and said position shall not be posted. In the event that the incumbent Employee is not selected by the newly appointed or elected Appointing Authority upon that Appointing Authority taking office, then said Court Reporter position shall be deemed a vacancy and said position shall then be posted and the following shall then occur:

An Employee with one (1) year through five (5) years service shall have forty-five (45) calendar days paid notice of termination of employment; an Employee with six (6) through ten (10) years service shall have seventy-five (75) calendar days paid notice of termination of employment; and an Employee with eleven (11) or more years service shall have one hundred and five (105) calendar days paid notice of termination of employment. The paid notice starts on the date that the Appointing Authority's new Employee begins employment. In the instance that the Appointing Authority will not be selecting the Employee, the paid notice starts on the date that the employee is notified of this in writing. During the notice period, the Employee shall continue to receive all of their previously provided fringe benefits and salary, provided they performs the assigned work as directed and applies for all court reporter positions of the same FTE as their current position within forty (40) miles of their last regular position. Failure to accept an offered court reporter position within a forty (40) mile radius shall result in termination of the pool work and end payment for such work. During the period of time between the Appointing Authority leaving office and the expiration of the notice period noted herein, the Employee may be reassigned either within the Judicial District or within a forty (40) mile radius of the current site of employment, or both. Such reassignments shall be directed by the Chief Judge of the District or their designee.

In no instance shall an Employee be paid remaining days if they commence work for a new Appointing Authority or resign before the time period expires.

- B. Other Removals.** Employees who are terminated by a Judge for reasons other than non-selection by a newly appointed or elected Judge shall be given

paid notice of termination of employment of not less than thirty (30) calendar days but not more than sixty (60) calendar days, at the discretion of the Appointing Authority. In no instance shall an Employee be paid remaining days if they commence work for another Judge in the Minnesota Judicial Branch or resign before the time period expires. Employees who are terminated because of violation of the Trial Court Policy on Discrimination and Harassment, violation of criminal statutes, or gross misconduct characterized as an objectionable action that is willful and cannot be described as a mistake or act of negligence shall not be eligible for any paid notice under this provision.

- C. Relocation of Chambers.** If a Judge relocates chambers to a location more than fifty (50) miles from the current location of chambers, the Employee may elect not to accompany their Judge to the new location. In such case, they shall be given sixty (60) calendar days' notice of termination of employment from the date of the issuance of the Supreme Court's order to relocate. In no instance shall an Employee be paid remaining days if they commence work for a new Judge or resign before the time period expires.
- D. Temporary Reassignment.** In each instance above, at the discretion of the Chief Judge, an Employee may be temporarily reassigned to various locations either within the district or within a fifty (50) mile radius of the current site of employment, or both. Employees reassigned as a consequence of provisions contained in 21.3 above shall be eligible for mileage and reimbursement expense, in accord with Article 23.
- E. Elimination or Transfer of Appointing Authority's Position.** If an Appointing Authority's position is eliminated or if the seat is transferred to a different district, the paid notice period in 21.3 A. shall begin on the date of elimination or transfer. In the event that the incumbent Employee is not selected by the newly appointed or elected Appointing Authority, then said Court Reporter position shall be deemed a vacancy.
- F. Separation Incentive.**  
A Court Reporter who elects to separate at the same time as their Appointing Authority and has worked for the Appointing Authority for at least two (2) years immediately preceding separation shall receive a separation incentive of one and one half (1.5) times the applicable paid notice period in 21.3 A. The payment shall be made in a lump sum of up to \$30,000. For Court Reporters who receive State Benefits, one hundred percent (100%) of the payment shall be placed in their Health Care Savings Plan Account. For Reporters who receive County Benefits, at the selection of the Court Reporter, the payment shall be paid as a taxable cash payment, less applicable deductions, or put into the Employee's deferred compensation account.

Court Reporters who take this incentive may not be employed as an Employee of the Minnesota Judicial Branch for five (5) years following the date

of separation. The job search and reassignment availability requirements in Article 21.3 A. shall not apply to Court Reporters taking advantage of the incentive.

A pool of \$100,000 per fiscal year will be available to fund separation incentives of Employees. The Employer may elect to exceed this pool pending availability of funds.

**21.4 Union Notification.**

Within two business days of its issuance, the Employer shall send a copy to the Union of the written notice of termination given to an Employee. The Employer shall also provide the Union with the name of any newly appointed Employee.

**21.5 Right of Appointing Authority.**

Nothing in this article shall be construed to limit in any way the right of the Appointing Authority to terminate their Court Reporter at their pleasure.

**ARTICLE 22. INSURANCE**

**22.1 Insurance.**

The Minnesota Judicial Branch shall provide the same benefit level and contributions as exist in the Labor Agreement entered into between the Minnesota Executive Branch and AFSCME Council No. 5 for FY2022 and 2023, as approved by the Legislature.

**22.2 Health Care Savings Plan.**

**A. Participation.** All Employees shall participate in the Minnesota Post-Employment Health Care Savings Plan [HCSP] established under 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 an ongoing percentage of gross pay each pay period as set out below.

1. 0-5 years of service will contribute .5% of gross pay;
2. After 5-10 years of service will contribute 1.5% of gross pay;
3. After 10-15 years of service will contribute 2.5% of gross pay;
4. After 15-20 years of service will contribute 3% of gross pay;
5. Over 20 years of service will contribute 5% of gross pay.

Years of service shall be defined by the Employee's leave accrual date as determined on July 1, 2019. This length of service determination will remain fixed for the duration of this Agreement.

- C. Severance Payments.** Employees who are eligible for severance payments as outlined in Article 20 will contribute 100% of severance into their individual HCSP account.

## **ARTICLE 23. EXPENSE REIMBURSEMENT**

Mileage, meals, lodging, and other reimbursable expenses shall be as defined in the Employer's Travel and Reimbursement Policy, as periodically updated. See [Appendix A](#).

## **ARTICLE 24. MEET AND CONFER**

### **24.1 Transcripts.**

The Employer and the Union agree to meet and confer on any future proposed changes in transcript preparation.

### **24.2 Judicial Unit Structure and Capturing the Record Recommendations.**

The Employer and the Union agree to Meet and Confer on recommendations concerning this Bargaining Unit, including but not limited to, judicial unit structure and implementation of any changes regarding capturing the record. Such Meet and Confer shall occur prior to the formal adoption of such recommendations. The Union shall also be given the opportunity to address the entity making the recommendations prior to their adoption and to address in writing the entities making decisions on such recommendations.

- 24.3 Involuntary Unpaid Leaves of Absence.** If the Judicial Branch is facing temporary shutdown as a result of a State budget impasse, the Employer agrees to Meet and Confer with the Union regarding terms and conditions of Involuntary Unpaid Leaves of Absence for Employees affected by the temporary shutdown.

## **ARTICLE 25. LABOR-MANAGEMENT COMMITTEES**

- A. LMC.** At the call of either the Union or the Employer, the Employer and the Union will form a Joint Labor-Management Committee within the judicial district for the continuing purpose of meeting and discussing matters of mutual interest and concern. The judicial district committee shall be comprised of up to three (3) Employer representatives from the district judiciary and/or court administration and up to three (3) Union representatives from the bargaining unit within the judicial district. The

number of committee representatives for both the Employer and the Union may be increased upon mutual agreement of the parties. The committee shall be chaired jointly by a representative of the Employer and a representative of the Union. The Committee shall meet as needed at the call of either the Union or the Employer chairperson, not to exceed once per quarter unless otherwise mutually agreed. The Committee shall operate on a recommendation basis only and the Committee Chairs shall mutually determine all questions of process, procedure and agenda content. Union representatives shall be paid regular time for LMC meetings held during the workday. The Employer's Travel and Reimbursement Policy applies.

**B. Technology.** The Employer agrees to include Official Court Reporters in discussions relative to technological changes in capturing the official record that significantly affect the work of the Court Reporters. The Employer also agrees that training may be appropriate in these instances. The Employer proposes that the local and/or State Official Court Reporter ad hoc LMC is the appropriate venue for such discussions.

**ARTICLE 26. DURATION**

The Agreement shall remain in full force and effect for a period commencing July 1, 2021, through June 30, 2023. In the event a new agreement is not in effect after June 30, 2023, all compensation, working conditions and benefits shall remain in effect as set forth in this Agreement until a successor agreement is effected.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**FOR THE MINNESOTA  
JUDICIAL BRANCH:**

**FOR THE MINNESOTA TEAMSTERS  
PUBLIC AND LAW ENFORCEMENT  
EMPLOYEES' UNION, LOCAL NO. 320:**

/s/ Jessi Bienfang  
By: Jessi Bienfang  
Labor and Employee Relations Manager

/s/ Chad Orgon  
By: Chad Orgon  
Business Agent

Dated: 9-20-22

Dated: 9-16-22

/s/ Jeff Shorba  
By: Jeff Shorba  
State Court Administrator

Dated: 9-21-22

## APPENDIX A. POLICY REFERENCES

Judicial Branch policies referenced in this Agreement for informational purposes may be found at the following locations. These policies are subject to change or repeal.

<b>POLICY</b>	<b>LOCATION</b>
Insurance	CourtNet
Minnesota Judicial Branch Policy Against Discrimination and Harassment	CourtNet at Judicial Branch Policies and Procedures, HR
Minnesota Judicial Branch Policy on Family Medical Leave Act	CourtNet at Judicial Branch Policies and Procedures, HR
Travel and Reimbursement Policy	CourtNet at Judicial Branch Policies and Procedures, Finance
Use of Internet and Other Electronic Communication Tools	CourtNet at Judicial Branch Policies and Procedures, Finance
Emergency Closure Procedures	CourtNet at Judicial Branch Policies and Procedures, Finance

## APPENDIX B. VACATION LEAVE PRORATION SCHEDULE

No. Hours Worked During <u>Pay Period</u>	0 through <u>5 years</u>	After 5 years through <u>8 year</u>	After 8 years through <u>12 years</u>	After 12 years through <u>18 years</u>	Over 18 years through <u>25 years</u>	After 25 years through <u>30 years</u>	After 30 <u>years</u>
Less than 9.5	0	0	0	0	0	0	0
At least 9.5, but less than 19.5	.75	1	1.25	1.50	1.50	1.75	1.75
At least 19.5, but less than 29.5	1	1.25	1.75	2.	2.	2.25	2.25
At least 29.5, but less than 39.5	1.50	2	2.75	3	3	3.25	3.50
At least 39.5, but less than 49.5	2	2.50	3.50	3.75	4	4.25	4.50
At least 49.5, but less than 59.5	2.50	3.25	4.50	4.75	5	5.50	5.75
At least 59.5, but less than 69.5	3	3.75	5.25	5.75	6	6.50	6.75
At least 69.5, but less than 79.5	3.50	4.50	6.25	6.75	7	7.50	8
At least 79.5	4	5	7	7.50	8	8.50	9

### APPENDIX C. SICK LEAVE PRORATION SCHEDULE

Number of Hours Works During Pay Period	Hours Earned Per Pay Period
Less than 9.5	0
At least 9.5, but less than 19.5	.75
At least 19.5, but less than 29.5	1
At least 29.5, but less than 39.5	1.50
At least 39.5, but less than 49.5	2
At least 49.5, but less than 59.5	2.50
At least 59.5, but less than 69.5	3
At least 69.5, but less than 79.5	3.50
At least 79.5	4

## APPENDIX D. ANNUAL SALARY SCHEDULE

**Fiscal Year 2022  
(July 1, 2021 – June 30, 2022)**

Employees whose most recent hire date as a Court Reporter is on or after July 1, 2021, will continue to be paid using the FY21 pay schedule:

Step	Step Amount
1	\$25.93
2	\$26.88
3	\$27.95
4	\$29.06
5	\$30.22
6	\$31.43
7	\$32.68
8	\$33.98
9	\$35.33
10	\$36.74
11	\$38.20

Employees whose most recent hire date as a Court Reporter is before July 1, 2021, and employees who were rehired after voluntary separation at the same hourly rate paid upon their separation and with at least one cumulative year of service as a court reporter, will move to the FY22 salary range effective July 1, 2021, based on satisfactory performance:

Step	Step Amount
1	\$26.88
2	\$27.83
3	\$28.90
4	\$30.01
5	\$31.17
6	\$32.38
7	\$33.63
8	\$34.93
9	\$36.28
10	\$37.69
11	\$39.15

## APPENDIX E. STABILITY PAYMENT SCHEDULE

FULL YEARS OF SERVICE	STABILITY IN PAYMENT*
5	375
6	450
7	525
8	600
9	675
10	750
11	800
12	850
13	900
14	950
15	1,000

\* Amount will be pro-rated for Employees who have been in payroll status for less than eighty (80) hours per pay period during the one year of service since the Employee's previous anniversary date.

## APPENDIX F. EQUIPMENT AND SUPPLY EXPENSES

Court Reporters -- Equipment and Supply Expenses		
	Provider	Notes
Steno Supplies		
Ink	Employer	
Ribbons / Ribbon Cartridges	Employer	
Diskettes/CDs/DVDs, SD Cards, SD Card Reader and Jump Drive	Employer	Employer can require production of these items upon demand
Steno Pads/Paper	Employer	
Electronic Recording Supplies		
Tapes/CDs/DVDs	Employer	Employer can require production of tape upon demand
3rd Party Transcript Supplies/Expenses		
Transcript Paper	CR*	*Employer will provide regular paper when Appointing Authority requires transcript production
Transcript Covers	CR	
Copy Expenses	CR	
Postage Expenses	CR	
Phone Expenses	CR	
Miscellaneous Expenses (Not related to transcripts)		
Supplies (paper, pens, etc)	Employer	
Postage Expenses	Employer	
Phone Expenses	Employer	
Equipment		
Non-CAT Steno Machines	CR	Some Districts may allow CR to use old inventory
CAT Steno Machines/ Software	CR	
Real-Time Accessories	CR	Employer will only provide to certified real time CR in cases of ADA accommodation for Judge/Referee
Electronic Recording Equipment	Employer	For all courtrooms with hardwired recording equipment
Backup Tape Recorders	Employer	As required by statute, in courtrooms where tape recorders or the alternatives do not exist
Transcribers (Sony)	Employer	If equipment is provided for the judge, complimentary equipment will be provided for the employee
Dictation Equipment	Employer	If equipment is provided for the judge, complimentary equipment will be provided for the employee
PC -- Office	Employer	
Printer -- Office	Employer	
Maintenance & Repair		
State Owned Equipment	Employer	
Employee Owned Equipment	CR	

Court Reporters -- Equipment and Supply Expenses		
Indemnification		
Certain theft/loss	Employer	Pursuant to Sup Ct policy entitled "Personal Property in the Workplace"

Any materials/supplies needed to produce 3<sup>rd</sup> party transcripts shall be an employee expense.