

2011-2013  
**AGREEMENT**

BETWEEN  
THE JUDICIAL BRANCH OF IOWA  
AND  
PUBLIC PROFESSIONAL AND  
MAINTENANCE EMPLOYEES  
LOCAL UNION #2003  
IUPAT



**COLLECTIVE BARGAINING  
AGREEMENT**

Effective: July 1, 2011 to June 30, 2013

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## **ARTICLE I AGREEMENT**

This Agreement made and entered into this 1st day of July 2011, at Des Moines, Iowa, pursuant to the provisions of Chapter 20 of the Iowa Code, by and between the State Court Administrator (hereinafter referred to as the Employer) and the Public Professional and Maintenance Employees Local Union 2003, State of Iowa, IUPAT, and its appropriate affiliated locals, as representatives of employees employed by the State Court Administrator (as set forth specifically in the Appendix A), hereinafter referred to as the Union.

## **ARTICLE II RECOGNITION and UNION SECURITY**

### **Section 1. Bargaining Units**

The bargaining unit for the purpose of this agreement consists of all eligible Employees of the First Judicial District of the State of Iowa, as described in the P.E.R.B. decision order number 3083 as set forth in appendix A. The Employer will not during the life of this Agreement meet and negotiate with any group of employees or with any other employee organization with respect to terms and conditions of employment covered by this Agreement.

Employees excluded from the Judicial District Court Employees bargaining units are all other employees of the Iowa Judicial Branch and managerial, supervisory, confidential, and part-time employees who are scheduled for less than seven hundred eighty (780) hours per fiscal year and who are scheduled for less than an average of fifteen (15) hours per week, and all other employees specifically excluded by the provisions of Chapter 20 of the Code of Iowa.

Employees who are scheduled for an average of less than twenty (20) hours per week, but more than fifteen (15) hours per week will not be entitled to sick leave, holiday, vacation, and insurance benefits. However, where permanent part-time employees are currently receiving prorated benefits such benefits shall be provided. In order to comply with pay equity, all employees at their date of hire shall be paid in accordance with collectively bargained pay schedules.

The job classifications and job titles in effect on July 1, 2011 shall not be changed during the effective period of this contract, unless the Employer notifies the Union with a request to meet and bargain a change in job classifications or job titles. The Union shall not refuse to meet with the Employer on this subject. If no agreement is reached between the parties, the dispute shall be submitted to an independent arbitrator for resolution. Disputes as to the inclusion or exclusion of a position within the bargaining

unit shall be submitted to the Iowa Public Employment Relations Board for resolution.

## **Section 2. Dues Deduction**

- A. Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership dues in the Union, and fees for Union insurance programs.
- B. Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, and life insurance. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.
- C. Such orders shall be terminable with thirty (30) days written notice to the Employer and the Union one (1) year after the commencement of such deduction or upon the expiration of the agreement, whichever occurs first. Such deductions shall

cease within sixty (60) calendar days from receipt of the employee's notice to terminate dues deduction.

- D. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Section.
- E. No other employee organization shall be granted or allowed to maintain payroll deduction for employees covered by this Agreement.
- F. The employer shall submit to the Union, with each remittance of deductions, a list indicating the name, current address, hourly rate of pay, and amount of dues deducted from each employee for whom dues have been withheld noting any additions or deletions from the previous month with a notation as to the reason for the deletion.

### **Section 3. Bulletin Boards**

The Union shall be allowed to utilize one-half (½) of the space on existing bulletin boards customarily used for the posting of information to the employees in the Unit. It is understood that there shall be no pyramiding by the Union and that no more than one-half (½) of any existing bulletin

boards shall be used by the Union regardless of the number of bargaining units represented.

No political campaign literature or material detrimental to the Employer or the Union shall be posted.

The Employer agrees that during working hours, without loss of pay, and on the Employer's premises, Union representatives shall be granted a reasonable amount of time for the purpose of posting Union notices on designated bulletin boards.

#### **Section 4. Negotiations Leave**

The Employer will excuse up to four (4) bargaining unit employees without loss of pay for up to fifty-six (56) hours each for purposes of official negotiating sessions or impasse procedure hearings during the renegotiations of this Agreement.

#### **Section 5. Union Activity**

Bargaining unit employees, including Union officers and representatives, shall not conduct any Union activity or Union business on state time except as specifically authorized by the provisions of this Agreement.

## **Section 6. New Employees**

The Employer will notify the Union Business Representative, or another Union officer designated by the Union, of the name, address, phone number, job classification, and office location of new employees. The Union Officer shall have the option of a Union Officer meeting with the new employee for up to thirty minutes without loss of pay for the new employee, or distributing a packet of information prepared by the Union.

### **ARTICLE III MANAGEMENT RIGHTS**

Consistent with this Agreement, management shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty, and the right to:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign, and retain employees in positions within its agencies.
3. Suspend, discipline or discharge employees for proper cause. Maintain the efficiency of governmental operations.

5. Relieve employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of its agencies.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the Employer by law.

## **ARTICLE IV GRIEVANCE PROCEDURE**

### **Section 1. Definition**

A grievance shall be a written complaint alleging a violation involving the application and interpretation of provisions of this Agreement.

A grievance shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, if known, and the specific section or sections of the Agreement involved. The grievance shall be presented to the designated supervisor (on

forms mutually agreed upon and furnished by the Union) and signed and dated by the aggrieved employee. The Union may file one grievance on behalf of a group of employees affected by the same incident or violation which shall have written authorization from the Union Business Representative. The grievance form will state the name of the employee(s) authorizing the filing of the grievance and the social security number of the aggrieved employee. An aggrieved employee shall have the right to a Union Representative appointed by the Union.

Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the Employer, provided the resolution does not amend or violate the terms of this agreement.

The arbitration provisions of this Agreement may only be invoked with the approval of the employee organization and in the case of an employee's grievance only with the approval of the public employee.

All grievances must be presented promptly and no later than fourteen (14) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance; however, under no circumstances shall a grievance be considered timely after six (6) months from the date of occurrence.

## **Section 2. Grievance Steps**

### **Step 1**

Within seven (7) calendar days of receipt of the written grievance from the employee or his/her Union representative, the designated Employer representative will meet with the grievant and the appropriate Union representative at a mutually agreed upon time and date and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the designated employer representative and returned to the employee and his/her Union representative within seven (7) calendar days from the date of the meeting in Step 1.

### **Step 2**

If dissatisfied with the Employer's answer in Step 1, to be considered further, the grievance must be appealed to the District Court Administrator or his/her designee within fourteen (14) calendar days from receipt of the answer in Step 1. Upon receipt of the grievance in Step 2, the District will provide a copy of the grievance to the State Court Administrator as soon as possible. The District Court Administrator or his/her designee will meet with the appropriate Union representative(s) and the aggrieved employee within fourteen (14) calendar days from the date the grievance was appealed to Step 2 and attempt to resolve the grievance. On grievances which do not involve discipline or discharge the parties will, where practicable

and feasible, meet via a telephone conference. Following this meeting the written decision of the District Court Administrator will be placed on the grievance form or attached to the grievance form, and returned to the grievant and his/her Union representative within fourteen (14) calendar days from the date of the meeting in Step 2.

### Step 3

Grievances which have not been settled under the foregoing procedure may be appealed to arbitration via the State Court Administrator within thirty (30) calendar days from the date of the District Court Administrator's answer in Step 2, or the grievance will be considered ineligible for appeal to arbitration. Second step answers shall be sent by facsimile transmission, regular U.S. mail or hand-delivered. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the second step answers of the parties without prejudice or precedent in the resolution of future grievances. The issue as stated in the second step shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing.

For the purpose of selecting an impartial arbitrator, the parties will meet upon request and if unable to agree on an impartial arbitrator, the parties or party, acting jointly or separately, shall request the Iowa Public Employment Relations Board to submit a five-member panel of arbitrators. If the panel submitted by the Public

Employment Relations Board is unacceptable to either party, the parties shall request a second panel of arbitrators from the Public Employment Relations Board.

Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one arbitrator. On the grievances where agreement is not reached, a separate arbitrator shall be appointed for each grievance. The cost of the arbitrator and expenses of the hearing will be shared equally by the parties; however, the costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost. Except as provided in Section 7, each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred. The arbitrators shall only have authority to determine the compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.

The arbitrator shall endeavor to issue a decision within thirty (30) calendar days from the date of the hearing, such decision shall be final and binding on both parties of this Agreement provided such decision does not exceed the arbitrator's jurisdiction or authority as set forth above.

### **Section 3. Time Limits**

Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding Employer answer. Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure may be appealed to the next step within fourteen (14) calendar days for Step 2 and thirty (30) calendar days to Step 3 of the expiration of the designated time limits. In order to be considered timely, grievances which are appealed to arbitration via the State Court Administrator or his/her designee must be scheduled for hearing no later than 365 days from the date the grievance was appealed to arbitration. In order to be considered timely, discharge grievances which are appealed to arbitration via the State Court Administrator or his/her designee must be scheduled for hearing no later than 180 days from the date the grievance was appealed to arbitration. Authority to schedule a hearing rests with the arbitrator should the parties disagree. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.

#### **Section 4. Retroactivity**

Settlement of grievance may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than six (6) months prior to the date of initiation of the written grievance in Step 1.

#### **Section 5. Exclusive Procedure**

- A. The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.
  
- B. If a complaint or action is filed in any other forum based on the same event or facts as a grievance which has been filed pursuant to this Article, the grievance will be considered withdrawn. Grievances may not be filed based on the same events or facts used as the basis for a complaint or action in another forum.

## **Section 6. Number of Stewards**

For informational purposes only, the Union shall provide the Employer with a written list setting forth the names and jurisdictional areas of grievance representatives.

The Employer shall supply the local Union with a list of supervisors to contact on grievance matters.

## **Section 7. Representation**

An employee may consult with his/her local Union representative during working hours relative to a grievance matter by first contacting his/her supervisor. The employee's supervisor shall arrange a meeting to take place as soon as possible for the employee with his/her Union representative through the Union representative's supervisor.

## **Section 8. Processing Grievances**

Union representatives who are members of bargaining units and grievants will be permitted a reasonable amount of time to process grievances during their regularly scheduled hours of employment. Processing grievances shall be defined as investigating, filing and attending any step meetings and/or hearings regarding grievances. However, only one (1) local Union grievance representative will be in pay status for any one grievance. Whenever possible the Union representatives will provide twenty-four (24) hours notice to their supervisor. Further, in a group grievance, only one (1)

of the grievants shall be in pay status as spokesperson for the group. (Group grievances are defined as, and limited to, those grievances which cover more than one employee, and which involve like circumstances and facts for the grievants involved.)

The Employer is not responsible for any compensation of employees or Union representatives for time spent processing grievances outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by grievants or Union representatives in the processing of grievances.

## **Section 9. Discipline and Discharge**

The parties recognize the authority of the Employer to suspend, discharge or take other appropriate disciplinary action against employees for just cause. An employee who alleges that such action was not based on just cause, may appeal a suspension or discharge, taken by the Employer beginning with the second step of the grievance procedure. All other disciplinary action shall begin with the first step of the grievance procedure.

Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure. An Employer shall not discipline an employee without just cause, recognizing and considering progressive discipline where applicable.

Whenever the Employer determines that an Employee must be removed from a current work assignment pending the completion of an investigation by the Employer to determine if disciplinary action is warranted, the Employer may:

1. Reassign the Employee to another work assignment at their current rate of pay for up to twenty-one (21) calendar days or
2. Suspend the Employee from work for up to twenty-one (21) calendar days.

If the Employee is suspended under number two (2) above, the Employee shall be in pay status at their current rate of pay. If, at the completion of the investigation, the Employer decides that suspension or discharge is warranted, the Employer shall have the right to recover the pay provided during the period of suspension under number two (2) above, consistent with the disciplinary action.

The Union shall receive written notice of any disciplinary action or measure imposed upon an employee within three (3) working days of the time such action is taken.

## **Section 10. Exclusion of Probationary Employees**

Notwithstanding Section 9 above, nor any other provision(s) of this Agreement, the release of probationary employees shall not be subject to the grievance procedure.

## **Section 11. Exchange of Information for Processing Grievances**

- A. The Union and the Employer agree that it is incumbent upon the parties to share all information available regarding grievances involving the Union, employees, and the Employer.
- B. Employees who are being interviewed in an investigation and who reasonably believe that they will be subject to disciplinary action will, upon their request, be provided with a Union Steward during their interview. Employees shall be advised the subject matter of the investigation prior to said interview.
- C. Upon request from the PPME Staff Representative, the Employer will provide the staff representative with written statements of witnesses, if they exist, with the witnesses' names removed from the statement.
- D. Upon request from the Employer's representative the Union will provide the Employer's representative with statements of witnesses, if they exist, with the witnesses' names removed from the statements.

- E. At the third step the parties will provide each other with the names of the persons who gave statements supplied pursuant to C or D above.
- F. If the grievance is scheduled for arbitration and if the representative of either party desires to interview a witness prior to the arbitration hearing, and the witness has been interviewed by the Employer or the Union in the course of a grievance investigation, the interview shall be conducted in the presence of a representative from the State Court Administrator. Witnesses are not required to grant the interview, however, such interview shall be limited to the witness, a PPME Staff Representative or attorney, and the representative from the State Court Administrator.

## **ARTICLE V SENIORITY**

### **Section 1. Definition**

Seniority means an employee's length of continuous service with the Employer in a permanent position since his/her date of hire into a bargaining unit position. Any length of service in a temporary position shall be included in the computation of seniority if the employment was in the same classification as and contiguous to the appointment to a permanent position. Employees who transfer or promote out of the

bargaining unit on or after July 1, 2003 shall have their seniority frozen as of the date they leave the bargaining unit.

In the event two (2) employees have the same original date, of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement. However, if an employee leaves work for any reason other than those listed above, the employee shall retain his/her original seniority date for a period equal to his/her length of employment up to a maximum of two (2) years. Any period of absence of more than two (2) years shall represent a break in continuous service.

Management will be required to apply seniority as defined above only as specifically provided in this contract and subject to any limitations set forth in any particular article or section of this contract.

## **Section 2. Seniority Lists**

The Employer shall prepare and post on existing bulletin boards seniority lists as defined in this Article. The lists shall be updated semiannually and contain each employee's name, classification and seniority date. A copy of the

seniority list shall be furnished to the local Union at the time of posting.

Employees shall have ninety (90) days in which to appeal their seniority date after which time the seniority date shall be presumed correct.

### **Section 3. Retroactivity Prohibited**

Those employees in the bargaining unit employed prior to July 1, 1986 shall retain their current seniority date (date of hire or adjusted date of hire if applicable) as established by the County in which the employee was previously employed or as an employee of the Iowa Judicial Branch prior to July 1, 1986, unless amended pursuant to any subsequent agreement.

### **Section 4. Probationary Period**

Each new employee shall be considered to be on probation for a period of six (6) months. The new employee may be terminated for any reason during the probationary period and shall have no right to recourse through the Grievance Procedure. Probationary employees shall accrue vacation, sick leave, holidays, and other fringe benefits during the probationary period. Upon successful completion of the probationary period, the new employee shall be put on the seniority list and their seniority shall be determined from and relate back to their original date of hire. The probationary period shall apply only to new employees.

Probationary employees are not eligible for voluntary transfer pursuant to Article VII, Section 2.

## **ARTICLE VI LAYOFF PROCEDURE**

### **Section 1. Application of Layoff**

The Union recognizes the right of management to layoff or to reduce the hours of employment in accordance with the procedures set forth in this Article. Such procedures shall not apply to:

- A. Temporary layoff of less than twenty (20) consecutive calendar days. In such cases, employees will be laid off by seniority within classification and work unit and/or
- B. Seasonal layoff of seasonal employees.
- C. No individual employee will be subject to more than twenty-four (24) days of temporary layoff in a fiscal year.
- D. During any period of temporary layoff the sick leave and vacation accruals of employees will not be reduced.

## **Section 2. General Layoff Procedures**

When a layoff or hours reduction occurs, the following general rules shall apply:

- A. Layoff shall be by classification as set forth in Appendix A.
- B. Layoff shall be by county as designated by the State Court Administrator.
- C. The employer may not lay off permanent employees until it has released all non-permanent, probationary, and part-time employees in that order within the same job classification in that county. Part-time Court Attendants may be exempted from this requirement.
- D. The employer shall notify the Union at least sixty (60) calendar days in advance of any anticipated layoff.
- E. Each employee affected by a reduction in force shall be notified in writing of layoff at least twenty (20) working days prior to the effective date of the layoff unless budgetary limitations require a lesser period of notice.
- F. Employees in the county affected by the layoff shall be laid off in accordance with their seniority

and ability. Layoff shall be by seniority with the least senior employee being laid off first, provided that the senior employee retained possesses the academic qualifications required for the position.

- G. A permanent employee who is to be laid off may, in lieu of layoff, elect to bump to one of the following:
1. To the next lower classification in that county in the same series as the classification from which the employee is to be laid off; or
  2. In the event there is no lower classification in the affected county in which to bump, the employee may bump into a classification in a equal or lower pay grade as found in Appendix A in that county or another county; or to any higher position in the bargaining unit which the employee formerly held while in the continuous employ of the District, except one from which the employee was disciplinarily demoted.

The employee displaced by the laid off employee exercising their bumping rights shall be the least senior employee in that job classification in that county. The District Court Administrator shall retain the right to change job assignments within that job

classification following the bumping. However, such bumping shall not be permitted if the results thereof would be to cause the bumping of a permanent employee with greater seniority.

To exercise the right of bumping, in lieu of layoff, the employee must notify the District Court Administrator in writing of such selection which must be received or postmarked not later than five (5) calendar days after receiving notice of layoff, and have the present ability to perform the essential functions of the job. Employees electing to bump shall receive a thirty (30) day trial period with orientation to the job functions. An employee who fails to satisfactorily perform the job or an employee who voluntarily elects to terminate the trial period shall be placed on layoff, and the person who that employee bumped shall be reinstated to their former position. Any permanent employee who is bumped under these provisions shall have the right of election as provided herein.

The Employer shall notify the employee in writing of the exact location and rate of pay of the position being bumped into. Upon bumping, the employee shall be placed on the step in the appropriate pay grade closest to,

but no higher than, their current rate of pay. Additionally, if federal funds are involved, the employee upon bumping will receive the salary amount provided by the federal grant.

Any employee who elects to bump and remain in active employee status in the bargaining unit shall have the right of recall to the classifications the employee formerly occupied before any other person may be promoted to, or an employee removed from active status by lay off is recalled, or a new employee is hired for such classification by the Employer enforcing the layoff. Recall for bumped employees shall be offered in order of seniority beginning with employees with the greatest bargaining unit seniority who formerly occupied the classification provided that the employee shall not lose their right of recall by refusing recall to a position that is less in full-time equivalent than the employee formerly occupied in that classification.

#### H. Recall

Any employee laid off and removed from active payroll status because of a reduction in force shall be offered a position in the classification from which the employee was laid off, provided the employee meets the minimum qualifications for the

position, before a new employee may be hired for such position by the employer enforcing the layoff, if such opening becomes available within two (2) years of the date of such layoff because of a reduction in force.

The names of employees laid off by the employer shall be placed on eligibility lists as follows:

- a. The name of a permanent employee shall be placed on the recall list for the class from which the employee is laid off and for positions the employee formerly held while in continuous service with the Judicial District.
- b. Failure to accept a position when offered by certified mail within five (5) calendar days after notice of recall shall negate any further recall rights.
- c. A laid off employee who accepts a temporary position shall remain on the recall list.
- d. A laid off employee who rejects recall to a position that is less in full-time equivalent or in a lower pay grade than the employee previously occupied shall not lose their recall right to a position

equal or greater in hours to their previous position or equal or greater in pay grade.

- I. Whenever a permanent vacancy (as defined in Article VII, Section 1) occurs, before a new or temporary employee is hired, employees shall be allowed to transfer or be recalled in the order set forth in Article VII, Section 1.

### **Section 3. Grievances**

The determination of the layoff order is subject to the grievance procedure commencing at Step 2. The implementation of such layoffs shall not be delayed pending the resolution of such grievances.

## **ARTICLE VII TRANSFERS AND VACANCIES**

### **Section 1. Definition of Vacancy**

For the purposes of this Article, a vacancy is created:

1. When the Employer has approval to increase the work force, or increase the number of employees in a job classification, and decides to fill the new position. (This provision does not apply to routine promotions from Judicial Clerk 1 to Judicial Clerk 2 or from Judicial Assistant 1 to Judicial Assistant 2)

2. When any of the following personnel transactions take place and the employer decides to replace the previous incumbent: termination, transfer, promotion, demotion, or lateral assignment.
3. A permanent vacancy shall be filled by transfer in Section 2 or posted for bid in Section 3 as the classification equal to the classification of the incumbent employee, unless the Employer notifies the Union that the classification is changed. Upon thirty (30) calendar days written notice to the Union, the Employer may change the classification of a vacancy and fill it pursuant to the provisions of Section 2 and 3 of this Article.

Permanent vacancies shall be filled in the following order:

1. Recall of employees who in a layoff were previously displaced from the classification in which the vacancy occurs, but remained employed by bumping to another classification;
2. Voluntary transfer;
3. In-house posting;
4. Recall;
5. New hire.

## **Section 2. Voluntary Transfers.**

An employee may not more than once each six (6) months request to transfer to a different job assignment within a job classification. Such requests for transfer to a vacancy in the same job classification shall be in writing by the employee to the district court administrator and indicate the job assignment and county requested. The transfer request shall be kept on file by the district court administrator for a period of one (1) year. When a job vacancy occurs, employees with a transfer request on file shall be offered the transfer by order of seniority, provided the employee possesses the current ability to perform the job. The employer can refuse to offer a transfer for a business justifiable reason, and is not obligated to retrain employees in order for them to qualify for a transfer. An employee shall have three (3) days from the offer of a transfer to accept or reject in writing the transfer. An employee who refuses a request to transfer shall not be able to file another request for a period of six (6) months. Employees who are transferred shall retain their anniversary date and current step for purposes of salary step increases.

## **Section 3. In-house Posting**

If a vacancy is not filled by transfer under the provisions of this Article, the employer may fill a vacancy in accordance with the Iowa Code by promotion, demotion, or lateral assignment of employees currently employed by the district. Prior to advertising vacancies or considering new hire

applications, the employer shall post district-wide a vacancy announcement for a vacant position which has not been filled by transfer under the provisions of this Article. Such posting will allow a minimum of five (5) working days in which interested employees may file a written request for consideration for promotion, demotion, or lateral assignment. All postings shall include the county, job assignment, job classification, rate of pay, minimum qualifications, and the day upon which the posting ends.

The employer shall first consider all applicants who meet the minimum qualifications of the posting from within that county in which the vacancy occurs and next all applicants who meet the minimum qualifications from outside the county in which the vacancy occurs. In determining successful in-house applicants, qualifications shall be the primary consideration and where qualifications are equal, bargaining unit seniority shall govern.

The employer is not obligated to fill such a vacancy with any employee making a request for consideration. Any promotion, demotion, or lateral assignment made on the provisions of this section shall be subject to the grievance procedure. Upon a written request to the appointing authority, an unsuccessful applicant shall have a discussion with the appointing authority concerning the reasons for the Employer's decision and how the unsuccessful applicant can improve their skills in the future.

Notification shall be given to all unsuccessful bargaining unit applicants by the employer within five (5) days following a selection or the decision to reject all applicants.

An employee promoted to a class covered by a pay plan with steps shall be given a one-step increase in pay or brought to the entrance rate of pay in the new pay grade, whichever is greater, if the promotion is between classes with one- or two-pay grade. For promotions between classes with a three or more pay grade difference, the employee shall be given a two-step increase in pay or be brought to the entrance rate of pay in the new pay grade, whichever is greater. Any increase in pay given to an employee shall establish a new pay increase eligibility date.

#### **Section 4. Transfer Limitations**

1. The application of the procedures of this Article shall be limited to a maximum of two (2) transfers resulting from any given original vacancy.
2. Part-time employees may invoke the provisions of this Article only for other part-time positions.
3. Employees may not transfer under the provisions of this Article more than once every six (6) months, unless reassigned by management within the six (6) month period.

4. Employees transferring under the provisions of this Article shall not be eligible for payment of moving expenses by the employer.
5. In all employing units, the local union shall be allowed to inspect vacancy lists on a monthly basis.
6. Nothing in this Article shall be construed as a limitation on the employer's ability to temporarily reassign employees to meet judicial department needs as determined by the employer.
7. Employees transferring into federally-funded positions will receive the salary provided by the federal grant.

## **ARTICLE VIII HOURS OF WORK**

### **Section 1. Work Schedules**

Work schedules are defined as an employee's assigned hours, days of the week, days off and shift rotations. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per workweek.

The Employer shall provide fourteen (14) calendar days written notice to the Union and the affected employees prior to making permanent changes in work schedules. This does not provide the employee a right to refuse to report to work.

Temporary work schedule changes shall not be made for the purpose of avoiding overtime except by voluntary agreement by the employee.

Any permanent scheduled change made by the Employer that is grieved will not be implemented until the 2nd step of the grievance concerning permanent schedule changes procedure is exhausted. Such grievances shall begin with the 3rd step of the grievance procedure.

## **Section 2. Flex Time**

An Employee may request flexible hours and schedules by making a written request to the immediate supervisor. Flexible hours and schedules may include:

1. Variable starting and ending time.
2. Compressed work week such as:
  - 4-ten hour days, or
  - 4-nine hour days and 1-four hour day.
3. Combination of meal and rest periods into a one-hour lunch period of which one-half hour is paid and one-half hour is unpaid.
4. Other mutually agreeable flexible hour concepts.

Requests for flextime may be granted where they are practical and feasible as reasonably determined by management. The supervisor will respond in writing to the

request for flextime within 10 working days. Where there are competing requests for flex time, flex time requests will be granted in seniority order.

### **Section 3. Overtime**

#### **A. Definitions:**

1. Overtime - Time that an employee works in excess of forty (40) hours per work period.
2. Work Period - A regularly reoccurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods.
3. Work Time

The following items will be regarded as hours worked for the purposes of computing overtime pay:

Hours worked, excluding standby time.

Rest periods.

Holidays when paid in cash in the week of occurrence.

Annual leave when used before forty (40) hours in pay status are accumulated or if prescheduled more than sixteen (16) hours in advance.

Compensatory leave to be included in the period of occurrence for the purpose of computing overtime when used before forty (40) hours in pay status are accumulated or if pre-scheduled more than sixteen (16) hours in advance.

Unscheduled holidays when used before forty (40) hours in pay status are accumulated or if prescheduled more than sixteen (16) hours in advance.

Sick leave when used before forty (40) hours in pay status are accumulated or if prescheduled more than sixteen (16) hours in advance.

Sick leave when used where death occurs in the immediate family as defined in Article 9, Section 9(B)(2)

Court appearances as defined in Article X, Section 5.

District approved training and conferences.

Voting leave as defined in Article X, Section 5.

Jury Duty leave as defined in Article X, Section 5.

Travel between job sites during or after the regular workday.

Meal periods of less than thirty (30) minutes where an employee is not relieved of his/her post, station or duty.

Wash-up time taken in accordance with Section 6 of this Article.

Negotiations leave when used pursuant to Article 2, Section 4.

## B. Overtime Compensation

Overtime shall be compensated at a premium rate of time and one-half (1 ½) the employee's base hourly pay or actual overtime hours worked

whichever is applicable. Payment shall be made in either cash or compensatory time as follows:

1. The decision to pay overtime in cash or compensatory time rests with the employee; however, the Employer reserves the right to require employees to take cash payment rather than earned compensatory time.
2. Compensatory time can only be accumulated to eighty (80) hours; any hours over eighty (80) will be paid out in cash.
3. A request can be made by the employee for a payout in cash of any accumulated compensatory time. There must be at least a two (2) week notice to the personnel office and the money will be included in the paycheck for the pay period during which the request is made.
4. Compensatory time may not be carried over into a new fiscal year; however, the Employer may designate other than the fiscal year for purposes of utilization of compensatory time. For those work units where other than the fiscal year is utilized, the Employer will so notify the Union.

Compensatory time due an employee at the end of the fiscal year, or other designated year where applicable, shall be paid for in cash.

5. Compensatory time off shall be granted at the request of the employee with the approval of the supervisor. Compensatory time off shall be granted at the convenience of the employee whenever possible consistent with the staffing needs of the district.

#### C. Scheduling of Overtime

The Employer will, as far as practicable, distribute overtime on an equal basis by seniority among those included employees in that classification assigned to the work unit who normally perform the work involved.

Overtime opportunities shall be accumulated and offered overtime not worked shall be considered time worked for purposes of overtime distribution.

#### D. Pyramiding Prohibited

Payment of overtime at a premium rate shall not be compounded or paid in addition to any other premium rate paid for work incurred during the same work period. There shall be no duplication or pyramiding of any premium pay provided for under

the provisions of this Agreement for the same hours worked. Holidays which fall on an employee's regularly scheduled work day will be counted for the purpose of computing overtime eligibility. Holidays which fall on an employee's regularly scheduled day off will be paid at the employee's regular straight time rate and shall not be counted for the purpose of computing overtime eligibility.

E. Employees Returning From Leaves of Absence

New employees or employees returning from a leave of absence shall be credited with the average number of overtime hours worked by employees within the work unit.

**Section 4. Separation**

Upon separating from state service, employees shall be paid for any unused earned compensatory time.

**Section 5. Meal Periods**

Bargaining unit employees will be granted an unpaid meal period scheduled at approximately the middle of the shift.

**Section 6. Paid Rest Periods**

Bargaining unit employees will receive two (2) fifteen minute paid rest periods per day scheduled at approximately

the middle of each half shift, unless otherwise scheduled at another time and approved by the employee's supervisor.

### **Section 7. Wash-Up Time**

Employees shall receive reasonable and adequate wash-up time consistent with available facilities immediately prior to the end of the shift. The Employer shall determine those positions which shall qualify for wash-up time; however, the Union reserves the right to grieve the unreasonable denial of such wash-up time.

### **Section 8. Shift Differential**

The Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of \$0.30 per hour for any regularly scheduled permanent shift of which four (4) or more hours occur between 6:00 p.m. and midnight and a shift differential of \$0.35 per hour for any regularly scheduled permanent shift of which four (4) or more hours occur between midnight and 6:00 a.m. Employees who work rotating shifts on a regularly scheduled permanent basis shall be eligible for shift differential.

Employees shall not be eligible for shift differential pursuant to this Section as a result of an extension of their regular workday into a shift differential period. For purposes of this Section a regularly scheduled permanent shift is defined as those situations where an employee is assigned to the same shift for a period of time in excess of two (2) weeks

(fourteen calendar days). Employees entitled to shift differential shall receive the applicable shift differential for all hours worked.

## **Section 9. Standby**

The Employer will specifically designate those employees in writing who are to be in standby status. An employee who is in standby status is responsible for keeping the Employer aware of his/her whereabouts and shall be immediately accessible by telephone or beeper. The Employer may establish reasonable reporting procedures for the implementation of this Section. An employee in standby status shall receive ten percent (10%) of his/her normal hourly rate for each hour in said status. Time spent actually working shall not be counted in determining hours spent in standby status for compensation purposes.

## **Section 10. Call-Back Time**

The Employer agrees that employees called back for duty or called in on the employee's day off will be, at the employer's choice, guaranteed a minimum of three (3) hours of work or pay at the appropriate rate of pay.

This provision shall not be construed so as to provide for additional compensation if the employee is recalled back for duty within the original three (3) hour period, except that employees who are called back to work in excess of three (3) hours will be paid for actual time worked. To qualify for

call-in compensation, the time worked cannot be contiguous to the beginning or end of an employee's scheduled work shift.

This provision is not applicable to employees pre-scheduled for duty at least 48 hours in advance.

An employee contacted outside of their regular work schedule by authorized court personnel to perform work at home via computer or other electronic communication shall enter the amount of time worked at home on the employee's time sheet upon the employee's return to work.

### **Section 11. Travel Between Work Sites**

Employees who are required by the Employer to report to a work site for the purpose of picking up tools, equipment, and/or uniforms and subsequently travel to a second work site, shall be in pay status for time spent in traveling between work sites.

### **Section 12. Scheduling of Volunteer Firefighters**

The Employer, upon request, shall attempt to reschedule employees who have served as volunteer firefighters, volunteer ambulance personnel, and volunteer emergency medical technicians for the community during the preceding twenty-four (24) hours.

### **Section 13. Lead Worker Pay**

An employee assigned lead worker responsibilities shall receive a four and one-half percent (4.5%) differential above the employee's regular wage rate.

## **ARTICLE IX WAGES AND FRINGE BENEFITS**

### **Section 1. Wages**

- A. On the first day of the pay period that includes July 1, 2011, employees in the bargaining units covered by this Agreement shall receive an across-the-board pay increase of two percent (2%) added to the base salary. On the first day of the pay period that includes January 1, 2012, employees in the bargaining units covered by this Agreement shall receive an across-the-board pay increase of one percent (1%) added to the base salary. Additionally, all employees eligible for negotiated within range step increases shall receive an increase of four and one-half percent (4.5%) in accordance with their eligibility date and the new rate shall start on the first day of the pay period in which the employee's eligibility date occurs. The step increase shall be automatic.

On the first day of the pay period that includes July 1, 2012, employees in the bargaining units

covered by this Agreement shall receive an across-the-board pay increase of two percent (2%) added to the base salary. On the first day of the pay period that includes January 1, 2013, employees in the bargaining units covered by this Agreement shall receive an across-the-board pay increase of one percent (1%) added to the base salary. Additionally, all employees eligible for negotiated within range step increases shall receive a four and one-half percent (4.5%) increase in accordance with their eligibility dates and the new rate of pay shall start on the first day of the pay period in which the employee's eligibility date occurs. The step increases shall be automatic.

- B. Employees covered by the provisions of this Agreement shall be compensated in accordance with their assigned job classification and corresponding pay grade as set forth in Appendix A.

No temporary reassignment of an employee shall exceed one hundred twenty (120) calendar days during a fiscal year. An employee temporarily reassigned to a class title with a lower pay grade shall continue to receive their normal rate of pay. An employee temporarily reassigned to a class title in a higher pay grade for more than ten (10) working days during a fiscal year shall receive the

higher rate of pay for all hours worked beginning with the eleventh day in any combination of higher class titles and receive retroactively the higher pay for the ten (10) days previously worked in all higher class titles. The ten (10) working days need not be consecutive during a fiscal year.

- C. The job classifications of Judicial Clerk 1 and Judicial Assistant 1 listed in Appendix A are entry-level classifications. After six (6) months of service in these classifications, the employee shall receive a performance evaluation. After twelve (12) months of service in these classifications, the employee shall receive a performance evaluation. Employees who are still in the entry-level classification two years from their date of hire shall be reclassified to the appropriate “2” level classification.

## **Section 2. Deferred Compensation**

The Employer shall match employee contributions to I.R.C. 457 deferred compensation plans at the rate of one dollar (\$1.00) for each dollar (\$1.00) contributed by the employee up to a maximum Employer contribution of seventy-five dollars (\$75.00) per month.

### **Section 3. Selected IRS Pre-Tax Benefits**

- A. The Employer will offer a premium conversion plan in which employees may elect, during a designated annual enrollment period, to pay their share of the health, dental, and life insurance premiums with pre-tax rather than post-tax salary dollars.
- B. The Employer will provide a program consistent with Internal Revenue Service (Section 129) regulations through which employees may elect to make a pre-tax reduction in wages which will be paid to an account from which allowable dependent care expenses will be reimbursed.
- C. The Employer will provide a program consistent with Internal Revenue Service (Section 125) regulations through which employees may elect to make a pretax reduction in wages which will be paid to an account from which allowable medical expenses will be reimbursed.

### **Section 4. Health Benefits**

#### **A. Group Plans and Contributions**

The Judicial Branch agrees to continue to provide group health benefits to all eligible bargaining unit members. Employees will have health plan options of Plan 3 Plus,

an indemnity plan, and Iowa Select, a PPO, with their benefit designs incorporating the cost containment features provided for in subsection B, Cost Containment, as well as such managed care organization (MCOs) plans as offered annually by the Judicial Branch. Family coverage is available to domestic partners provided they meet requirements set by the state and the carriers. Any forms or affidavits required by the carriers do not become part of this Agreement.

The Judicial Branch further agrees to contribute towards the cost of health benefits in accordance with the following provisions:

1. Single Plans:

In each year of this Agreement, the Judicial Branch shall contribute the full cost of single coverage.

2. Family Plans

Effective January 1, 2011 the Judicial Branch's monthly contribution shall be the difference between the total monthly premium for Iowa Select and \$262.52 (employee share). Employees may apply this amount to the plan of their choice. Effective July 1, 2011, the Judicial Branch shall contribute 85% of the cost of Iowa Select toward the cost of family coverage. Employees may apply this dollar amount to the plan of their choice.

### 3. Double-Spouse:

When a husband and wife are employed full-time by the State or one spouse is a full-time employee and one spouse is a benefit-eligible part-time employee, at the option of the couple, one family plan may be elected. The Judicial Branch's contribution to double-spouse family coverage will be the full family premium. If both spouses are benefit-eligible part-time employees, the Judicial Branch's share of the premium for each employee will be one-half (1/2) of the Judicial Branch's share of the full-time double-spouse family premium.

### B. Cost Containment

Plan 3 Plus and Iowa Select include the following cost containment features:

1. Required precertification of all non-emergency inpatient admissions,
2. Required post-certification of emergency inpatient admissions,
3. Continued inpatient stay review,
4. Individual case management,
5. Payment reductions for program non-compliance

6. Precertification of outpatient mental health and substance abuse treatment
7. A \$25,000 lifetime maximum per person for infertility benefits
8. Required use of a mental health network
9. Diabetic education
10. A cash and carry prescription drug program
11. A \$50 emergency room co-payment, without consideration of any other deductible
12. A three-tier drug program in which there is a separate \$250/\$500 drug card out-of-pocket maximum and a \$5/\$15/\$30 (generic/formulary/brand name) co-payment. If a generic equivalent is appropriate and available and the member chooses a brand name drug, the member is responsible for the co-payment plus any difference between the maximum allowable fee for the generic drug and the maximum allowable fee for the brand name drug, even if the provider has specified that the brand name drug must be taken.
13. A mail order prescription provision where two co-payments will be paid for a 90 day supply for maintenance drugs determined by the carrier
14. A \$15 office visit co-pay that applies to all office visits and does not count towards the out-of-pocket maximums.

15. The parties agree to negotiate other plan design elements that will reduce future premium cost increases.

C. Second Opinions:

Second opinions for elective surgery remain voluntary.

D. Health Care Cost Reductions

Should the monthly premium for any family health plan option be reduced during this Agreement, the Judicial Branch and employees will contribute the same percentages of total monthly premium paid in the prior year. The Judicial Branch contribution for MCOs not previously offered will be its contribution for Iowa Select.

*(For information regarding enrollment periods, other enrollment changes and movement among plans, see Appendix C.)*

## **Section 5. Dental Insurance**

The Employer agrees to provide dental insurance benefits to all bargaining unit members as set forth in Appendix D. The Employer shall contribute the full cost of single coverage and 50% of the cost of family coverage. The employee may elect to purchase family coverage in accordance with the provisions of Appendix C, Dental Plans section. Any forms or affidavits required by the carrier to document a domestic

partner relationship do not become a part of this Agreement.

When a husband and a wife are employed full-time by the State, or one spouse is a full-time employee and one spouse is a benefit-eligible part-time employee, at the option of the couple, one family plan may be elected. The State's contribution to double-spouse family coverage will be equal to two single contributions. If both spouses are benefit-eligible part-time employees, the Employer shall contribute the cost equal to a single plan.

*(For information regarding enrollment periods and other enrollment changes, see Appendix C, Dental Insurance Section.)*

## **Section 6. Workers' Compensation Benefits**

Workers' Compensation insurance has primary responsibility for workers' compensation injuries. The Employer shall ensure that medical expenses of injured workers are paid to the extent coverable under group medical benefits as set forth in Article IX of this Agreement during the pendency of Industrial Commission appeal proceedings for workers' compensation benefits and the Employer, or its insurance carrier, if any, shall continue to possess all rights of subrogation as provided by law arising from the payment of such expenses.

Employees shall not be required to utilize sick leave, vacation, or earned compensatory time prior to applying for

workers' compensation benefits. Upon request, employees may supplement workers' compensation benefits with accrued sick leave, vacation, or earned compensatory time; however, the total compensation received shall not exceed the employee's present salary.

## **Section 7. Life Insurance**

- A. The Employer agrees that all eligible bargaining unit employees shall be eligible to participate in the state employees' group life insurance program administered by the Department of Personnel.

Provisions of the group life insurance program are as follows:

1. Eligibility for group life insurance begins on the first day of the month following thirty (30) days of continuous full time employment. Full time employees are those employees whose principal occupation is with the group policyholder and are regularly scheduled to work at least thirty (30) hours per week.
2. Each full time employee will be provided (at no cost to the employee) with an amount of group life insurance, plus an equal amount of group accidental death and dismemberment coverage, as indicated in the following schedule:

<b>Age</b>	<b>Basic</b>	<b>AD&amp;D</b>
Under age 65	\$20,000	\$20,000
Age 65 - 69	\$13,200	\$13,200
Age 70 - 74	\$8,300	\$8,300
Age 75 and over	\$5,700	\$5,700

3. Each full-time employee will have the option of applying for supplemental life insurance coverage plus an equal amount of group accidental death and dismemberment coverage (to be paid by the employee) through payroll deduction as provided in the following schedule:

<b>Age</b>	<b>Maximum Supplemental Life Insurance</b>	<b>Maximum Supplemental AD&amp;D</b>
Under 65	\$100,000	\$100,000
65-69	\$66,000	\$66,000
70-74	\$41,550	\$41,500
75-79	\$28,500	\$28,500
80 & over	\$20,000	\$20,000

4. The supplemental life insurance will be available in increments equal to one-twentieth (1/20) of the maximum amount available. Employees may elect the number of increments desired. Supplemental life insurance will not require medical underwriting provided that employees make application within thirty (30) calendar

days of their date of employment. Coverage increases or decreases after the first 30 days of employment must be made in conjunction with a qualifying life event or during the annual enrollment and change period. Increases after the first 30 days of employment will be subject to medical underwriting.

5. Upon an employee's termination from state service, the life insurance policy may be converted to an individual policy of life insurance at the appropriate rates.

## **Section 8. Disability Insurance**

The Employer agrees to provide disability insurance programs for employees in District 1 for the duration of the Agreement. The Employer further agrees to continue to pay the entire cost for such disability insurance.

## **Section 9. Sick Leave**

### **A. Accrual**

All nontemporary bargaining unit employees of the Judicial Department who work full-time shall accrue sick leave in accordance with the following schedule. Sick leave accrual for nontemporary bargaining unit employees who work part-time

shall be prorated based on the number of hours worked in the pay period. Sick leave shall not accrue during period of absence without pay.

<b>Sick Leave Balance</b>	<b>Rate of Accrual</b>
0 to 750 Hours	18 days per year
Over 750 Hours to 1500 Hours	12 days per year
Over 1500 Hours	6 days per year

## B. Utilization of Sick Leave

1. Employees may use accrued sick leave for personal illness (both physical and mental), bodily injuries, medically related disabilities, including disability period resulting from pregnancy and childbirth, or exposure to contagious disease: (a) which require the employee's confinement; or (b) which render the employee unable to perform assigned duties; or (c) where performance of assigned duties would jeopardize the employee's health or recovery.

The District Court Administrator may require a medical certificate or other appropriate verification for absences covered by this Article.

It is not the Employer's intent nor will the above language be construed in such a way as to constitute harassment of employees. This language is intended as a vehicle by which the Employer may scrutinize habitual sick leave usage or in those cases where sick leave abuse is suspected.

In no case shall the employee be required to leave prior to childbirth unless she is no longer able to satisfactorily perform the duties of her position.

Employees will be permitted to use compensatory time off and/or annual leave in lieu of sick leave when they so request. When a holiday falls while an employee is on paid sick leave, the employee's sick leave account shall not be charged for the holiday period.

2. Where death occurs in the immediate family of the employee, accrued sick leave may be used, not to exceed the following amounts for each such occurrence:
  - a. Five (5) working days - Death of spouse, domestic partner or child (includes step, foster, ward) and parent, foster parent, or stepparent, and corresponding relatives of the

- employee's spouse or domestic partner.
- b. Three (3) working days - Death of grandparents, grandchildren, brothers, sisters, step-brothers and sisters, sons and daughters-in-law, brother and sisters-in-law, other household members, and corresponding relatives of the employee's spouse or domestic partner.
  - c. One (1) working day - Death of aunt, uncle, niece, nephew, first cousin, and corresponding relatives of the employee's spouse or domestic partner.
3. When an employee is a pallbearer or funeral attendant in a funeral service for someone who is not a member of the employee's immediate family (as defined in paragraph 2 above), accrued sick leave shall be used not to exceed 1 working day for each such occurrence.
4. Employees may use accrued sick leave for personal medical or dental appointments which cannot be scheduled at times other than during working hours.

5. Employees may use accrued sick leave for care and necessary attention of ill or injured members of the immediate family (as defined in paragraph 2 above). Use of sick leave for purposes of this Section is limited to 40 hours (5 working days) per fiscal year. Employees may carry over up to forty (40) hours of unused family care leave to the next fiscal year, for a maximum of eighty (80) hours in the next fiscal year.
6. Employees may use accrued sick leave during adoption. Such leave shall not exceed five (5) working days.
7. Sick leave shall not be used for any reasons not specifically set forth above.

#### C. Sick Leave Accounts

The accrued sick leave shall be placed in an employee's sick leave account. Employees may utilize sick leave from the employee's sick leave account in increments of not less than one minute.

#### D. Cancellation of Sick Leave

Separation from state service shall cancel all unused accumulated sick leave. However, when an employee is laid off, any unused accumulated sick

leave shall be restored, provided the employee is re-employed by the Judicial Branch within two (2) years.

#### E. Payment of Sick Leave Upon Retirement

1. Upon retirement, all employees will receive cash payment for accumulated, unused sick leave not to exceed a total of two thousand dollars (\$2,000) payable during the pay period preceding the employee's retirement date.
2. Upon a bona fide retirement, employees who are at least 55 years old and who have at least 15 years of service may convert their remaining unused sick leave balance to a conversion account for purposes of purchasing health insurance after retirement. The employee's sick leave balance will be converted according to the following schedule based on the employee's total sick leave balance upon retirement:

<b>Sick Leave Balance</b>	<b>Conversion Rate</b>
Up to 750 hours	60% of value
Over 750 hours up to 1500 hours	80% of value
Over 1500 hours	100% of value

The amount placed in the conversion account

is the result of multiplying the conversion rate times the remainder of the full value of the employee's sick leave account minus the \$2000 cash payout. The conversion rate applied is the rate applicable to the balance in the employee's sick leave account at the time of retirement.

- a. The Judicial Branch will continue to pay the employer's share of the health insurance premium each month until the converted value of the employee's conversion account is exhausted or until the employee is eligible for Medicare, whichever comes first. The retired employee may stay with the same health insurance program as when employed, or switch "down" at any time without underwriting.
- b. The value of the conversion account can only be applied to the Employer's share of health insurance payments. It has no cash value and it is not transferable to another use or to an heir.
- c. If a retired employee who is utilizing this benefit returns to permanent state employment, all remaining benefits eligibility is forfeited.

## F. Conversion Rights

1. All bargaining unit employees who have accumulated a minimum of thirty days (240 hours) in their sick leave account and who do not use sick leave for a full calendar month may elect to have one-half day (4 hours) added to their accrued vacation account in lieu of adding the monthly accrual to their accrued sick leave account.
2. In the case of eligible permanent part-time employees, such conversion rights shall be prorated at the rate of three to one (one hour of vacation for every three hours of earned sick leave).
3. Employees who have made an election pursuant to this Section will be allowed to accumulate up to an additional twelve days (96 hours) beyond twice their annual vacation and unscheduled holiday entitlement.

## **Section 10. Paid Annual Leave of Absence (Vacations)**

- A. The Employer agrees to provide employees with a formal annual paid leave of absence plan (vacation) as set forth below.

B. Employees shall begin earning annual leave on their first day in pay status. Employees are eligible for and shall be granted annual leave as follows:

1. Permanent Full-Time  
Employees

- a. Annual leave shall be based on the date of hire and accrue at the rate of eighty (80) hours (10 days) each year for a full year of service during the first four (4) years of service; one hundred twenty (120) hours (15 days) each year for a full year of service during the next seven (7) years of service; one hundred sixty (160) hours (20 days) each year for a full year of service after eleven (11) years of service; one hundred seventy-six (176) hours (22 days) each year for a full year of service after nineteen (19) years of service; and two hundred (200) hours (25 days) each year for a full year of service after twenty-four (24) years of service.
- b. Annual leave may be accumulated to twice the annual entitlement.

## 2. School Year Employees

Employees who are regularly employed on a school year basis for less than twelve (12) months out of a year shall be granted pro rata annual leave consistent with paragraph "1a" above.

## 3. Permanent Part-Time Employees

Employees who are regularly employed for twenty (20) or more hours but less than forty (40) hours per week on a continuing basis shall be granted pro rata leave consistent with paragraph "1a" above.

- C. Annual leave credits in any given year shall not be earned for any period of absence without pay.
- D. In scheduling vacation (annual leave), choice of time and amounts shall be governed by seniority as defined in Article V, provided employees submit their vacation requests at least sixty (60) calendar days prior to the requested time off.

When vacation requests are not submitted sixty (60) days in advance, vacations will be granted on

a first come, first served, basis. Vacation requests will be answered within five (5) working days from the date of receipt. Employees whose approved vacation request is changed due to the request of a more senior employee made more than sixty (60) days before the less senior employee's approved vacation, shall receive within five (5) days from the approval of the senior employee's request a written notice that the less senior employee's approved vacation has been canceled. Failure to provide the cancellation notice within five (5) days shall also entitle the less senior employee to their original vacation request. The Employer and the Union shall discuss at labor-management meetings disputes over the number of employees within each classification and work unit that may be on vacation at any given time. Once vacation periods have been scheduled, the Employer shall make no changes in employee vacation schedules except to meet emergencies. In the event the Employer finds it necessary to cancel a scheduled vacation, the affected employee may reschedule his/her vacation during the remainder of the calendar year or extend the scheduling of his/her vacation into the ensuing calendar year as he/she desires, providing it does not affect other employees' vacation periods. Every attempt will be made to grant employees' vacation at the requested time. Any disputes resulting from scheduled vacation priorities will be resolved by the local union. Employees shall be

allowed to utilize vacation in increments of not less than one minute.

If an employee is under the care of an attending physician while on his/her paid vacation or if a death in the immediate family (as defined in Section 9(B)(2) of this Article) occurs, that portion of the paid vacation may be rescheduled upon satisfactory proof of said care or death being provided to the Employer.

E. Catastrophic Illness Contributions.

Employees may contribute accrued annual leave, compensatory time, or accrued unscheduled holidays to benefit another State employee suffering from a catastrophic illness. Leave shall be donated in no less than one (1) hour increments.

The contributing employee must identify the specific amount of time donated and name of the recipient of the donated leave on forms provided by the employer for this purpose. Leave donated to another State employee pursuant to this provision shall be irrevocably credited to the recipient's sick leave account.

F. Upon retirement and at the request of the employee, the employee's unused vacation accrual can either be paid out in cash or paid into the employee's deferred compensation plan.

## Section 11. Holidays

- A. The Employer agrees to provide eleven (11) paid holidays per year. There shall be nine (9) scheduled holidays as set forth below and two (2) unscheduled holidays. Unscheduled holidays shall be accrued on a pay period basis and added to the employee's accrued vacation account and shall be taken in accordance with the procedures set forth in Section 8 (Vacations) in this Article.

### Scheduled Holidays:

New Year's Day, January 1

Dr. Martin Luther King's Birthday, third Monday in January

Memorial Day, the last Monday in May

Independence Day, July 4

Labor Day, the first Monday in September

Veteran's Day, November 11

Thanksgiving Day, the fourth Thursday in November

Friday after Thanksgiving

Christmas Day, December 25

Monday shall be recognized as a holiday for all holidays occurring on a Sunday and Friday for all holidays occurring on a Saturday for those employees on a Monday through Friday workweek.

For other than these employees, the holiday shall be deemed to fall on the day on which the holiday occurs.

## B. Holiday Pay

Holiday pay shall be equal to one (1) regularly scheduled workday but not less than eight (8) hours for full-time employees.

When a holiday falls on an employee's regularly scheduled workday, the employee will receive their regular shift pay, except that no full-time employee shall receive less than eight (8) hours.

When the holiday falls outside the regularly scheduled workday, the employee will receive eight (8) hours compensation which may be in cash or compensatory time at the employee's discretion.

The Employer agrees that employees required to work on a holiday as provided above will receive eight (8) hours compensation which may be in cash or compensatory time at the employee's discretion.

Such cash or compensatory time off shall be equal to one scheduled workday but not less than eight (8) hours for full-time employees. When compensatory time off is to be granted, it shall be taken at the request of the employee with the

approval of the supervisor. Such time shall be paid to the employee if not used within the subsequent twelve (12) month period.

### C. Holiday Premium Pay

When an employee is required by the Employer to work the holiday listed above, the Employer agrees to provide holiday premium pay at the rate of time and one-half (1½ the employee's regular rate in addition to their normal holiday pay for all hours worked between the hours of 12:00 a.m. and 11:59 p.m. and for all hours worked on a regularly scheduled shift for which at least half of the scheduled hours fall on a holiday. At the discretion of the employee, such premium compensation shall be either in cash or compensatory time.

In the event compensatory time off is granted, it shall be scheduled at the request of the employee with the approval of the supervisor.

D. If the employee schedules a holiday off, the employee will receive eight (8) hours compensation. The Employer shall not reschedule to avoid holiday pay.

E. Notwithstanding the above, the Employer and individual employees may mutually agree to allow the employee to request cash payment after an

election has previously been made to utilize compensatory time.

- F. To be eligible for holiday pay, employees must be in pay status their last scheduled work day immediately before and their first scheduled work day immediately following each holiday.
- G. Employees shall not be eligible for holiday pay during a layoff or any period of leave of absence without pay.

## **Section 12. Travel, Meals, and Lodging**

The Employer agrees to reimburse any employee who is authorized to travel in the performance of his/her duties in accord with the rules adopted by the Supreme Court. When employees are required by the Employer to travel outside the state and the anticipated expenses exceed two hundred dollars (\$200), employees may request an advance travel allowance not to exceed eighty percent (80%) of the anticipated travel expense.

## **Section 13 Pay for Second Language**

With the employee's consent, an employee who has demonstrated competence in a language other than English to the satisfaction of the Employer and is designated by the Employer to utilize that language on an intermittent basis,

shall be granted a \$0.35 per hour increase in pay for the duration of that designation. Second language pay does not apply to staff who were hired into positions where a second language was required as a qualification for the job. Employees will not be requested or required to utilize second language skills to translate in the courtroom or official court proceedings and will be administered by a supervisor requesting the assistance of the designated employee with a member of the public. For purposes of this section, American Sign Language (ASL) is considered a second language.

## **ARTICLE X LEAVES OF ABSENCE**

### **Section 1. Eligibility**

Employees shall have the right to request a leave of absence in accordance with the provisions of this Article after the successful completion of their probational period. Maternity and parental leaves of absence shall be exempt from the waiting provisions of this Section.

### **Section 2. Request Procedure**

Any request for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor at least thirty (30) calendar days in advance whenever possible. The request shall state the reason for and the length of the leave of absence being requested. The

immediate supervisor shall furnish a written response as follows:

Requests for leave of absence not exceeding one (1) month shall be granted or denied within five (5) working days. Requests for leave of absence exceeding one (1) month shall be granted or denied within fifteen (15) working days. The Employer will provide the reason(s) for denial in writing.

### **Section 3. Federal Family and Medical Leave**

An employee who satisfactorily requests and is granted a leave of absence pursuant to the 1993 Federal Family and Medical Leave Act (hereinafter called FMLA) may substitute for unpaid leave any accrued paid vacation leave or compensatory time that the employee had accumulated prior to the start of the leave of absence; if the employee's own medical condition is the cause of the need for leave, the employee's accrued sick leave must also be exhausted before unpaid leave is taken. The employee exercising such option shall designate in writing to the Employer the type of paid leave to be used and the maximum amount of such leave to be used and the maximum amount of such leave that may be deducted from the employee's accumulated leave totals. Deductions from the employee's paid leave accumulations shall not exceed the actual amounts of FMLA leave taken. The Employer may not designate leave taken pursuant to this Agreement which was not requested under the FMLA as FMLA leave.

An employee who is on a paid FMLA leave absence shall continue to accrue seniority under the bargaining unit contract. An employee who is on an unpaid FMLA leave of absence shall be treated for seniority purposes as if the employee was on an Unpaid Leave of Absence pursuant to Section 3 of this Article.

During any period of FMLA leave, the Employer shall continue coverage of all health and dental insurance benefits as if the employee was actively at work. Paid holidays occurring during an FMLA in which the employee has designated paid leave shall be treated as if the employee were on vacation pursuant to the collective bargaining agreement.

The twelve (12) week limitation of FMLA shall be computed on a fiscal year basis from July 1 through the following June 30.

#### **Section 4. Leaves of Absence Without Pay**

Except as otherwise provided by this Article, employees may be granted leaves without pay at the sole discretion of the District Court Administrator for any reasons for a period up to but not exceeding one (1) year. Upon request, the leave may be extended for not more than one (1) additional year.

## A. Parental Leave

Employees shall be granted a parental leave of absence without pay as follows:

1. The Employee shall, whenever possible, submit written notification to the immediate supervisor at least four (4) weeks prior to the anticipated departure stating the probable duration of the leave. Such leaves shall be granted for a period of time up to but not to exceed three (3) months. An additional three (3) months of parental leave without pay shall be granted unless the absence of the employee would cause a substantial hardship on the operating efficiency of the employing unit. If both parents are employed in the same employing unit, only one parent may be on leave at a time. Upon request of the employee, with the approval of the appointing authority, parental leaves without pay may be extended for increments of thirty (30) days, not to exceed six (6) months. In no case shall the total period of leave exceed twelve (12) months.
2. Except as provided under Article IX, Section 6 (Sick Leave) of this Agreement, all periods of leave related to parenting shall be leaves of absence without pay.

## B. Military Leave

Whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave as provided under Section 29A.28 of the Iowa Code and the applicable federal statutes.

## C. Unpaid Educational Leave

It is the expressed intent of the Employer to promote continued education by employees of the Judicial Branch and in furtherance of this policy, the Employer agrees to grant employees unpaid educational leaves of absence in accordance with the following procedure.

The Employer agrees that at any one time up to one (1) bargaining unit employee per district may be granted an unpaid educational leave of absence not to exceed one (1) year in duration. Selection of employees shall be on the basis of seniority and operational efficiency of the agency.

To be eligible for unpaid educational leaves, an employee must have completed at least three (3) years of service. The Employer will not be required to permit more than two (2) employees to be on unpaid educational leave simultaneously from the same work unit.

## D. Medical Leave of Absence

1. Employees with at least one (1) year of seniority who have exhausted their sick leave benefits shall be granted an unpaid leave of absence, not to exceed ninety (90) calendar days provided the illness or injury exceeds ten (10) days and appropriate medical verification is submitted. Upon request of the employee, extensions may be granted in ninety (90) day increments not to exceed a total of one (1) year. Such leaves may not be unreasonably withheld. Extension of such leaves shall not impair an employee's right to long term disability. Prior to an Employee exhausting his/her sick leave the Employer shall advise the Employee of his/her right to a medical leave of absence without pay.
2. Bargaining unit employees who are physically injured and unable to work as a result of on-the-job attacks and who have exhausted their leave of absence granted pursuant to Article X, Section 4, (D-1 above) may be granted an additional unpaid leave of absence in ninety (90) day increments not to exceed one (1) year.

- E. The Employer agrees to provide for the following rights upon his/her return from any of the above approved leaves:
  - 1. The employee shall have the right to be returned to his/her position or one of like nature in the same employing unit.
  - 2. If the employee's position or one of like nature is not available in the same employing unit, the layoff procedure set forth in Article VI of this Agreement shall be utilized; however, in the case of military leave, the employee will be given another position of similar pay and class for which the employee is qualified.
- F. Except as otherwise provided in other provisions of this Agreement, all fringe benefits shall continue during any unpaid leave of absence which does not exceed thirty (30) days.

## **Section 5. Paid Leaves of Absence**

### **A. Voting Leave**

Any person entitled to vote in a general election is entitled to time off from work with pay on any general election day for a period not to exceed two (2) hours in length. Application for time off for voting should be made to the employee's

supervisor prior to election day. The time to be taken off may be designated by the supervisor. Time off for voting may be granted only if the employee's working hours do not allow a two (2) hour period outside of working hours during polling hours.

## B. Jury Duty

An employee on jury duty will be continued on the payroll and be paid his/her straight time hourly rate for his/her normally scheduled hours of work. Upon return from jury duty, the employee shall present evidence of the amount received for such jury duty and remit that amount to the Employer, less any travel or personal expenses paid for the jury service. Time spent in court and reasonable travel time shall be deducted from an employee's scheduled work hours for the day in question and shall be considered time worked.

The employee summoned as a juror shall notify his/her Employer immediately by memorandum attaching a copy of the summons. The employee shall be responsible for all subsequent notifications when obligated to report for jury duty.

An employee who reports for jury duty and is dismissed, shall promptly report to work for the remainder of the employee's working day, provided

there are at least two (2) hours remaining in the scheduled work day.

### C. Court Appearance

When, in obedience to a subpoena or direction by proper authority, an employee appears as a witness in a court proceeding, the time spent shall be considered as a leave of absence with pay provided the employee is not a party to the proceedings. The employee shall remit witness fees to the Employer.

### D. Paid Educational Leave

The Employer retains the sole discretion to either grant or deny requests for paid educational leaves of absence. Requests for paid educational leave shall be submitted at least one hundred and twenty (120) days in advance of the requested leave. The Employer agrees to either grant or deny such requests at least sixty (60) days prior to the requested leave. Failure to respond within the designated time limits shall not constitute approval of such requests.

## **ARTICLE XI MISCELLANEOUS**

### **Section 1. Work Rules**

The Employer agrees to establish reasonable work rules. The Union reserves the right to grieve the application or reasonableness of any work rule so established. These work rules shall not conflict with any of the provisions of this Agreement. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least fourteen (14) calendar days prior to the effective date of the rule. For purposes of this Article, work rules are defined as and limited to: "Rules promulgated by the Employer within its discretion which regulate the personal conduct of employees."

### **Section 2. Labor-Management Meetings**

The Employer and Union agree to establish quarterly labor-management meetings in Judicial District 1 when requested by the Union.

A reasonable number of people not to exceed six (6) employees selected by the Union will attend the meeting. No more than two of the Union representatives may be from the same county.

The purpose of the meeting shall be to afford both labor and management a forum in which to communicate on items that

may be of interest to both parties specifically including but not limited to health and safety practices. The meetings are established as a communication vehicle only and shall not have authority to bind either the Union or management with respect to any of the items discussed.

Labor-Management committee items must first be submitted to the local supervisor on a mutually agreeable form that is signed and dated by the employee or the Union Steward. The local supervisor will respond to each issue within ten (10) working days. Items which have not been satisfactorily resolved by the supervisor's response or other items suggested by the Employer may be proposed for the labor-management committee agenda. Either party may decline to discuss an item placed on the agenda. The labor-management committee may not consider issues that are the subject of a grievance or collective bargaining negotiations. Agendas for committee meetings will be jointly developed and circulated seven (7) working days in advance of the labor-management committee meeting. Recommendations of the meeting or recommendations made by the Union on health and safety practices which are not acted upon and which are non-economic in character (no cost to the Employer) may be submitted to binding arbitration pursuant to Article IV of this Agreement commencing at Step 3. Recommendations on health and safety practices which have not been acted upon and are economic in nature shall be submitted to the State Court Administrator and his/her decision shall be final and binding.

Union representatives will be in pay status for all time spent in labor-management meetings which are held during their regularly scheduled hours of employment. The Employer is not responsible for any travel expense or other expenses incurred by employees for the purpose of complying with the provisions of this Article.

### **Section 3. Access to Personnel Files**

Employees shall have the right to inspect their personnel files. The employee may respond to any item in the personnel file in writing. Such response by the employee shall become part of the permanent record.

Access to personnel files shall be limited to authorized management personnel, the employee and a Union representative if so designated in writing by the employee.

Upon previous notification and at the employee's expense, the Employer shall make copies of such files for the employee.

However, in the event of disciplinary action involving a suspension or discharge, the Employer upon request will furnish at no cost a copy of any material contained in the affected employee's personnel file.

#### **Section 4. Special Expenses**

Upon direction and approval of the Employer, employees shall be reimbursed for registration fees, conference fees, banquet tickets, and other authorized expenses, that are incurred in the performance of his/her duties as a state employee.

#### **Section 5. Payment of Moving Expense**

When employees are reassigned at the direction and benefit of management, the following procedure governing moving expenses shall be applicable:

##### **A. General Policy**

1. Moving expense shall be allowed only if there is a permanent change in the employee's official duty station.
2. No moving expense will be allowed if the move is primarily for the benefit or convenience of the employee.
3. For moves of less than twenty-five (25) miles, no moving expense will be allowed unless the State Court Administrator has given prior approval.

##### **B. Subsistence at the Time of Reassignment**

Subsistence reimbursement, up to the maximum daily amount as provided by the Rules of the Department of Administrative Services, may be allowed upon the recommendation of the responsible administrative person for a maximum of forty-five (45) calendar days after the effective date of the reassignment. Subsistence reimbursement will end on the date the employee's household goods are moved to the new domicile, or at the end of the forty-five (45) calendar days, whichever comes first. Weekend travel between the new duty station and the employee's former home may be reimbursed as provided in Chapter 79.9 of the Code if the expense does not exceed the amount that would have been allowed had the employee remained at the new domicile.

### C. Procedure for Obtaining Approval and Payment of Moving Expenses

1. Employees will follow the procedures established by the Iowa Department of Administrative Services.
2. If an employee owns a mobile home, he/she may, along with or instead of the procedure above, obtain at least two (2) bids on the moving of his/her mobile home. The bids should include estimates for disassembly and assembly of any attachments, lean-tos,

cabanas, or modular homes. The employee shall submit these estimates to the agency and in consultation with the administrative head choose the most economical carrier or method. The employee is responsible for making arrangements for the move.

3. a. After the move is completed, the employee will furnish the agency with the proper documentation needed to prepare the claim for payment. The official gross, tare, and net weights are to be attached to the carrier's invoice.
- b. In case the employee wishes to pay the carrier immediately after the move (or is requested by the carrier to do so), the employee may claim reimbursement from the State by using the appropriate expense voucher. All supportive documents that are required by the Department of Administration – State Accounting Enterprise must be furnished by the carrier to the employee who must attach them to his/her claim along with the invoice clearly marked by the mover Paid in Full.

4. Neither the district nor the State of Iowa shall be responsible for loss or damage to an employee's household goods.

#### D. Disallowed Moving Expense

No charges will be allowed for the cost of moving boats, horses, pets or non-household goods.

#### E. House Hunting Time Off

Employees shall be allowed reasonable time off as needed, not to exceed sixteen (16) working hours, with pay to seek permanent lodging when required to move by the Employer.

### **Section 6. Tuition Reimbursement**

The Employer shall establish an educational assistance program to provide employees with one (1) year of full-time employment an opportunity to improve their performance in their current position. The plan shall provide for Employer participation in the cost of tuition expenses based upon successful completion of individual job-related courses.

Selection of employees for participation in the education assistance program will be on the basis of seniority. No employee shall receive more than six hundred (600) dollars annually in educational assistance.

The provisions of this section are contingent on the continual availability of federal funds being furnished to the state for use in employee development or the availability of funds appropriated for this purpose by the Legislature.

## **Section 7. Severe Weather/Emergencies**

- A. When the District Court Administrator or his/her designee closes a Judicial Department office due to severe weather emergencies, all employees (including probationary employees) may use earned compensatory time, vacation, or leave of absence without pay as they may elect. Employees may, with the approval of the District Court Administrator or his/her designee also elect to work their regularly scheduled hours even though the Judicial Department office is closed to the general public. Employees will also be permitted to make up lost time within the same work week with the approval of their immediate supervisor.

When the office is not closed, all employees (including probationary employees) who are unable to report to work may use earned compensatory time, vacation or leave of absence without pay as they may elect.

- B. If the proper management authority, which may consult with other knowledgeable persons, declares

that an inclement weather situation or other emergency exists, the following shall apply:

1. If the employee reports within one-half (1/2) hour of his/her regular scheduled reporting time, the employee will be assumed to have reported on time.
2. If the employee reports after one-half (1/2) hour of his/her regular scheduled reporting time, the employee shall be credited with having worked the first one-half (1/2) hour of the day plus all hours actually worked. Employees may elect to charge any additional lost time pursuant to 7A above.

C. When a Judicial Branch facility is closed due to emergency conditions, other than severe weather as described above, and circumstances prevent the employer from contacting employees prior to their arrival at the work site, employees who report to a closed facility will be paid for one (1) hour at the appropriate rate of pay. If employees are directed to leave the facility with instructions to return to work at a given time or to report to work at a different location, they will remain in pay status. Employees who are released for the balance of the workday may choose to utilize annual leave, earned compensatory time, or leave without pay for hours they are precluded from

working. Employees may choose to make up the hours during the balance of the work week.

D. Any employee required by the appropriate management authority to report to work at a Judicial Branch facility that has been closed to the public by the proper Judicial Branch authority shall have the hours worked added to their other hours in pay status for the purpose of the overtime calculation set out in Article VIII, Section 3.

### **Section 8. Payday**

For those employees currently being paid on a bi-weekly basis, the Employer agrees to continue such practice.

### **Section 9. Identification Cards**

Those employees currently receiving identification cards will continue to be furnished such cards by the Employer.

### **Section 10. Time Sheets**

The Employer may not change an employee's time sheet arbitrarily.

### **Section 11. Retention of Disabled Employees**

It is the intent of both parties to encourage the retention of employees who may have become disabled while in state

service. The parties agree that reasonable job modification may be necessary in order to retain the employee.

The employer shall provide employees off work due to a workers' compensation-covered injury or illness with light duty assignments pursuant to medical releases. The employer may provide light-duty assignments for other illnesses or injuries as determined by the employer's needs and medical releases.

The parties agree that the provisions of this Section may not be appealed to arbitration under Article IV of this Agreement.

## **Section 12. Performance Evaluation**

All Bargaining unit employees are entitled to a fair and impartial performance evaluation.

## **Section 13. Contracting**

When a decision is made by the Employer to contract or subcontract work which would result in the layoff of bargaining unit members, the Employer agrees to a notification and discussion with the local union not less than sixty (60) days in advance of the implementation.

## **Section 14. Training**

The Employer agrees to make a good faith effort contingent upon the availability of adequate funding, to provide employees with such training as is necessary to carry out the duties of their assigned position as determined by the Employer.

Training shall be offered by seniority to those employees who have not had the course in compliance with operational efficiency.

## **ARTICLE XII HEALTH AND SAFETY**

### **Section 1. Tools and Equipment**

The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use.

### **Section 2. Buildings**

The Employer shall provide and maintain all state-owned buildings, facilities, grounds and equipment in accordance with directions of the applicable federal and state agencies.

### **Section 3. Protective Clothing**

The Employer shall furnish protective clothing and equipment in accordance with the applicable federal and state regulations.

### **Section 4. Uniforms**

- A. Where employees are required by the Employer to wear uniforms, the Employer shall provide and maintain the uniforms for such employees. Where employees are required by the Employer to wear smocks, the Employer shall provide and maintain such smocks for employees. For the purpose of this Agreement, uniforms are defined as identically styled clothing uniquely related to the workplace and not appropriate for personal or other outside use.
- B. The Employer shall in a good faith endeavor to replace damaged or misfit uniforms in an expeditious manner.
- C. Issues regarding the off-the-job use and wearing of uniforms will be discussed in labor-management meetings.

## **Section 5. Safety Shoes**

Where the Employer requires employees to wear safety shoes, the Employer will furnish such shoes.

## **Section 6. Substance Abuse**

Any employee whose job performance is adversely affected by a substance abuse problem will be advised to seek counseling, and if necessary, will be referred to a private physician, rehabilitation facility or other resource for professional assistance. While the Employer's policy is to offer assistance leading to recovery, continued involvement in substance abuse may result in disciplinary measures.

## **Section 7. Employee Assistance Program**

The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the employee's efficient and productive performance of job duties and responsibilities. Therefore, the Employer will provide an Employee Assistance Program (EAP) in order to aid such employees. The Employer and the Union will encourage the employee to seek professional assistance when necessary. The EAP is confidential. Any information shared with the EAP will not be released to anyone without written consent of the employee. An employee's participation in the EAP is separate from the disciplinary process and will not protect the employee from disciplinary action due to poor job

performance or rule infraction. Likewise, an employee's participation in the EAP will not jeopardize the employee's career.

## **Section 8. Damage to Personal Items**

The Employer agrees that bargaining unit employees may submit to the Employer requests for reimbursement for any personal items damaged in the performance of assigned duties up to a maximum one hundred fifth dollars (\$150) per occurrence.

The Employer agrees that bargaining unit employees may submit requests to the State Appeal Board for claims denied by the Employer or which are in excess of \$150. Such requests will be granted or denied in accordance with the applicable law. If the State Appeal Board requires that requests be submitted on special forms, the Employer will make such forms available to the employees. The employee's immediate supervisor may at his/her discretion certify that personal items were lost or damaged in the performance of the employee's assigned duty. The Employer shall provide priority processing for claims submitted pursuant to this Section.

## **Section 9. State-Owned Vehicles**

All state-owned vehicles which are used by bargaining unit employees shall be equipped with reflective warning devices

or flares, first aid kits and fire extinguishers. The Employer will endeavor in good faith to comply with 321.381.

## **Section 10. Compliance Limitations**

The Employer's compliance with this Article is contingent upon the availability of funds. If the Employer is unable to meet the requirements of any section of this Article due to a lack of funds, the Employer shall make a positive effort to obtain the necessary funds from the appropriate legislative body.

In the event an employee has a good faith concern as to whether a particular piece of equipment or working condition is unsafe, the employee or Union Steward shall submit an employee comment form as provided in Article XI, Section 2.

## **Section 11. Computer Monitor Usage**

Where practical and feasible, the Employer will maintain standards for computers/word processing equipment (hereinafter referred to as computer monitors) in accordance with the guidelines in Appendix E.

In addition to the relief provided by means of the rest periods and meal periods set forth in Article VIII of this agreement, employees shall be entitled to a five minute pause from work for every hour of intensive computer monitor use. Individual departments, in consultation with

the computer monitor users, will establish the pattern of usage for the additional pauses described above. The Local Union and Management will facilitate the establishment of such patterns. However, in lieu of the additional breaks, the Employer may provide an alternative work assignment. Intensive computer monitor use is defined as (1) use which requires continuous and sustained attention and concentration on the computer monitor screen; and (2) use which occurs in situations where this type of task cannot be organized so as to provide for natural breaks or variations. The parties agree that the pause time must be used as described above and may not be accumulated nor used in conjunction with rest periods and meal periods as set forth in Article VIII.

## **ARTICLE XIII GENERAL**

### **Section 1. Obligation to Bargain**

This agreement represents the entire Agreement of the parties and shall supersede all previous Agreements, written or verbal. The parties agree that the provisions of this Agreement shall supersede any provisions of the rules of the Judicial Branch relating to any of the subjects of collective bargaining contained herein when the provisions of such rules differ with this Agreement. The parties 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 all of 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 life of this Agreement and any extensions, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters 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 subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **Section 2. Retention of Benefits**

The Employer agrees that prior to making any changes in a written agency-wide policy, which is a mandatory subject of bargaining and not otherwise covered by this Agreement, to meet and confer with the Union in an attempt to reach an agreement.

In the event the parties are unable to reach an agreement, the matter will be submitted to arbitration pursuant to Article IV of this Agreement. The sole issue to be considered by the arbitrator is whether the proposed change represents a deterioration of an existing benefit. If the arbitrator determines that the proposed change does represent a

deterioration of an existing benefit, the Employer shall not make the change.

In the event the parties are unable to agree as to whether a policy is a mandatory subject of bargaining, the question will be submitted to the Public Employment Relations Board.

### **Section 3. Savings Clause**

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by operation of law or by any tribunal of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

In the event the parties fail to agree on provisions for substitution in fifteen (15) days following the start of negotiations, the parties shall request a list of five (5) arbitrators from the Public Employment Relations Board. The first strike be decided by a coin toss and the parties shall alternately strike until there is one name remaining who shall become the arbitrator. Either party may request a second list of arbitrators from the Public Employment Relations Board if they so desire. The arbitrator shall

decide between the Management's and Union's final offer as to which is the most appropriate substitute.

The decision of the arbitrator shall be final and binding on both parties.

Should any provision of this Agreement jeopardize the receipt by the Employer of any federal grant-in-aid funds or other federal allotment of money, the provisions shall be deemed invalid. However, such invalidation shall not invalidate the remaining portions hereof and they should remain in full force and effect. The parties shall immediately renegotiate the invalid provisions or in the absence of an agreement, submit the dispute to arbitration in accordance with the procedure set forth above.

## **TERMINATION OF AGREEMENT**

The terms and conditions of this Agreement shall continue in full force and effect commencing on July 1, 2011 and terminating on June 30, 2013 unless the parties mutually agree in writing to extend any or all of the terms of this Agreement.

## APPENDIX A

<b>JOB TITLE</b>	<b>PAY GRADE</b>
Judicial Assistant 1	16
Judicial Assistant 2	19
Judicial Assistant 3	21
Court Attendant I	9
Court Attendant II	14
Judicial Clerk I	16
Judicial Clerk II	19
Judicial Clerk III	21
Juvenile Court Specialist I	16
Juvenile Court Specialist II	19
Secretary	18

## APPENDIX B

### *Pay Plan*

**Effective July 1, 2011 (2%)**

<b>Grade</b>		<b>Minimum</b>	<b>Maximum</b>
<b>9</b>	annually	\$19,240.00	\$27,684.80
	biweekly	\$740.00	\$1,064.80
	hourly	\$9.25	\$13.31
<b>14</b>	annually	\$24,460.80	\$34,819.20
	biweekly	\$940.80	\$1,339.20
	hourly	\$11.76	\$16.74
<b>16</b>	annually	\$26,540.80	\$38,334.40
	biweekly	\$1,020.80	\$1,474.40
	hourly	\$12.76	\$18.43
<b>17</b>	annually	\$27,684.80	\$40,331.20
	biweekly	\$1,064.80	\$1,551.20
	hourly	\$13.31	\$19.39
<b>18</b>	annually	\$28,787.20	\$42,244.80
	biweekly	\$1,107.20	\$1,624.80
	hourly	\$13.84	\$20.31
<b>19</b>	annually	\$30,201.60	\$44,158.40
	biweekly	\$1,161.60	\$1,698.40
	hourly	\$14.52	\$21.23

**July 1, 2011 (cont'd)**

<b>Grade</b>		<b>Minimum</b>	<b>Maximum</b>
<b>20</b>	annually	\$31,616.00	\$46,321.60
	biweekly	\$1,216.00	\$1,781.60
	hourly	\$15.20	\$22.27
<b>21</b>	annually	\$33,009.60	\$48,568.00
	biweekly	\$1,269.60	\$1,868.00
	hourly	\$15.87	\$23.35
<b>22</b>	annually	\$34,486.40	\$50,939.20
	biweekly	\$1,326.40	\$1,959.20
	hourly	\$16.58	\$24.49

**Effective January 1, 2012 (1%)**

<b>Grade</b>		<b>Minimum</b>	<b>Maximum</b>
<b>9</b>	annually	\$19,427.20	\$27,955.20
	biweekly	\$747.20	\$1,075.20
	hourly	\$9.34	\$13.44
<b>14</b>	annually	\$24,710.40	\$35,172.80
	biweekly	\$950.40	\$1,352.80
	hourly	\$11.88	\$16.91
<b>16</b>	annually	\$26,811.20	\$38,708.80
	biweekly	\$1,031.20	\$1,488.80
	hourly	\$12.89	\$18.61

**January 1, 2012 (cont'd)**

<b>Grade</b>		<b>Minimum</b>	<b>Maximum</b>
<b>17</b>	annually	\$27,955.20	\$40,726.40
	biweekly	\$1,075.20	\$1,566.40
	hourly	\$13.44	\$19.58
<b>18</b>	annually	\$29,078.40	\$42,660.80
	biweekly	\$1,118.40	\$1,640.80
	hourly	\$13.98	\$20.51
<b>19</b>	annually	\$30,513.60	\$44,595.20
	biweekly	\$1,173.60	\$1,715.20
	hourly	\$14.67	\$21.44
<b>20</b>	annually	\$31,928.00	\$46,779.20
	biweekly	\$1,228.00	\$1,799.20
	hourly	\$15.35	\$22.49
<b>21</b>	annually	\$33,342.40	\$49,046.40
	biweekly	\$1,282.40	\$1,886.40
	hourly	\$16.03	\$23.58
<b>22</b>	annually	\$34,840.00	\$51,438.40
	biweekly	\$1,340.00	\$1,978.40
	hourly	\$16.75	\$24.73

## Effective July 1, 2012 (2%)

<b>Grade</b>		<b>Minimum</b>	<b>Maximum</b>
<b>9</b>	annually	\$19,822.40	\$28,516.80
	biweekly	\$762.40	\$1,096.80
	hourly	\$9.53	\$13.71
<b>14</b>	annually	\$25,209.60	\$35,880.00
	biweekly	\$969.60	\$1,380.00
	hourly	\$12.12	\$17.25
<b>16</b>	annually	\$27,352.00	\$39,478.40
	biweekly	\$1,052.00	\$1,518.40
	hourly	\$13.15	\$18.98
<b>17</b>	annually	\$28,516.80	\$41,537.60
	biweekly	\$1,096.80	\$1,597.60
	hourly	\$13.71	\$19.97
<b>18</b>	annually	\$29,660.80	\$43,513.60
	biweekly	\$1,140.80	\$1,673.60
	hourly	\$14.26	\$20.92
<b>19</b>	annually	\$31,116.80	\$45,489.60
	biweekly	\$1,196.80	\$1,749.60
	hourly	\$14.96	\$21.87
<b>20</b>	annually	\$32,572.80	\$47,715.20
	biweekly	\$1,252.80	\$1,835.20
	hourly	\$15.66	\$22.94

**July 1, 2012 (cont'd)**

<b>Grade</b>		<b>Minimum</b>	<b>Maximum</b>
<b>21</b>	annually	\$34,008.00	\$50,024.00
	biweekly	\$1,308.00	\$1,924.00
	hourly	\$16.35	\$24.05
<b>22</b>	annually	\$35,547.20	\$52,457.60
	biweekly	\$1,367.20	\$2,017.60
	hourly	\$17.09	\$25.22

**Effective January 1, 2013 (1%)**

<b>Grade</b>		<b>Minimum</b>	<b>Maximum</b>
<b>9</b>	annually	\$20,030.40	\$28,808.00
	biweekly	\$770.40	\$1,108.00
	hourly	\$9.63	\$13.85
<b>14</b>	annually	\$25,459.20	\$36,233.60
	biweekly	\$979.20	\$1,393.60
	hourly	\$12.24	\$17.42
<b>16</b>	annually	\$27,622.40	\$39,873.60
	biweekly	\$1,062.40	\$1,533.60
	hourly	\$13.28	\$19.17
<b>17</b>	annually	\$28,808.00	\$41,953.60
	biweekly	\$1,108.00	\$1,613.60
	hourly	\$13.85	\$20.17

**January 1, 2013 (cont'd)**

<b>Grade</b>		<b>Minimum</b>	<b>Maximum</b>
<b>18</b>	annually	\$29,952.00	\$43,950.40
	biweekly	\$1,152.00	\$1,690.40
	hourly	\$14.40	\$21.13
<b>19</b>	annually	\$31,428.80	\$45,947.20
	biweekly	\$1,208.80	\$1,767.20
	hourly	\$15.11	\$22.09
<b>20</b>	annually	\$32,905.60	\$48,193.60
	biweekly	\$1,265.60	\$1,853.60
	hourly	\$15.82	\$23.17
<b>21</b>	annually	\$34,340.80	\$50,523.20
	biweekly	\$1,320.80	\$1,943.20
	hourly	\$16.51	\$24.29
<b>22</b>	annually	\$35,900.80	\$52,977.60
	biweekly	\$1,380.80	\$2,037.60
	hourly	\$17.26	\$25.47

**APPENDIX C**  
**ENROLLMENT PERIODS,**  
**OTHER ENROLLMENT CHANGES,**  
**MOVEMENT AMONG PLANS**

**A. HEALTH INSURANCE PLANS**

**1. New Employees**

New employees may enroll in single or family coverage within thirty (30) calendar days of their date of employment. Employees and dependents not enrolled during this period will not be allowed to be covered on the plan until the next open health enrollment and change period unless there is a qualified life event that would allow for enrollment and change.

**2. Annual Enrollment and Change Period**

Beginning in October of each year, there will be a thirty (30) calendar day open enrollment and change period when employees may select any health plan offered for which the employee may be eligible and add or remove dependents on their plan.

### 3. Changes During a Plan Year

Under certain circumstances, employees enrolled in a state health program may change from single to family coverage, or add new dependents consistent with the event without a preexisting condition(s) waiting period, provided that timely application is made and that only dependents allowed by the event are added to or removed from coverage. A change may be made if a new application is submitted within thirty (30) calendar days [sixty (60) days in the case of birth or adoption] of any of the following events:

Marriage;

Death of spouse or dependent;

Birth or adoption of a child, addition of step children or foster children to family;

Employee or spouse reaches age 65;

Spouse or dependents who have lost coverage;

Employee, spouse or dependent become eligible for Medicare;

Divorce, annulment, legal separation, or dissolution of marriage;

Dependent no longer eligible;

Dependent resumes full-time student status; or

A move of the employee to a new work location where the plan the employee was in prior to the move is not offered at the new work location.

At the time of a birth of a biological child, the health insurance carrier will add this newborn to the existing family health contract when information becomes available from any valid source that this birth occurred (i.e., hospital or professional claims submission and/or an enrollment form). The effective date of enrollment will be the date of birth.

If a single contract is in effect at the time of the birth of a biological child, the enrollee must submit an application form to the carrier to change to a family contract within sixty (60) days of the date of this birth. The effective date of the family contract will be the first day of the month the biological child was born. Appropriate deductions for

payment for the family contract will be taken retroactively to reflect the change to a family contract.

If the single health contract holder does not submit the application for family coverage within sixty (60) days of the birth of the biological child, the child will not be able to be added until the next open health enrollment and change period unless the child would be eligible and affected due to another qualified life event.

## B. DENTAL INSURANCE PLANS

### 1. New Employees

New employees may enroll in single or family coverage within thirty (30) calendar days of their date of employment.

### 2. Enrollment and Change Periods

There will be no annual enrollment and change period for dental insurance. There will however, be a one time, thirty (30) day special open enrollment period for dental insurance which will be held during October in the first year of this agreement at which time the employee may enroll in single or family coverage and may add dependents to existing contracts.

### 3. Changes During a Plan Year

Following a qualified event, at any time during the year, employees enrolled in the dental plan may make dental insurance changes consistent with the event provided that timely application is made and that only dependents directly affected by the event are added to or removed from coverage. A change may be made if an application is submitted within thirty (30) days [sixty (60) days in the case of birth or adoption] of any of the following events, and provided that only those dependents directly affected by the event are added to coverage:

Marriage;

Death of spouse or dependent;

Adoption of a child, addition of step children or foster children to family;

Employee or spouse reaches age 65;

Spouse or dependents have lost coverage (Proof of loss must be acceptable to the State and must be provided at the time of

Application);

Employee, spouse or dependent become eligible for Medicare;

Divorce, annulment, legal separation, or dissolution of marriage;

Dependent no longer eligible; or

Dependent resumes full-time student status.

If a single dental contract is in effect at the time of the birth of a biological child, the enrollee must submit an application form to change to a family dental contract within sixty (60) days of the date of this birth. The effective date of the family contract will be the first day of the month the biological child was born. Appropriate employee deductions for payment of the family contract must be paid retroactively to reflect the change to a family contract. Other family members, not affected by the birth, are not able to be added because of this event.

If the single dental contract holder does not submit the application for family coverage within sixty (60) days of the birth of a biological child, there is no further opportunity to add this child unless the

child would be eligible and affected due to another qualified life event.

## **APPENDIX D DENTAL INSURANCE COVERAGE**

### **A. DIAGNOSTIC AND PREVENTATIVE SERVICES**

Plan Payment at 100% UCR

Routine examination and teeth cleaning once every six months.

Bite wing x-rays at twelve month intervals.

Full mouth x-rays once in any three-year interval, unless special need is shown.

Topical fluoride applications as prescribed by the dentist for unmarried dependent children, but not more than once in any twelve month interval.

### **B. ROUTINE AND RESTORATIVE SERVICES**

Plan Payment at 80% UCR

Regular cavity fillings (amalgam, stainless steel crowns, synthetic crowns, synthetic porcelain and plastic fillings).

Emergency treatment for relief of pain.

Oral Surgery (tooth extractions and other oral surgery, including pre- and post-operative care)

Topical applications of sealants for unmarried dependent children who are less than 15. Not more than a single application for each molar. Lifetime maximum per member \$120.00.

No deductibles.

#### C. MAJOR RESTORATIVE SERVICES

Plan Payment at 50% UCR

Root canals

Gold fillings when other filling materials cannot be used.

Crowns and jackets when necessary and fillings cannot be used.

Non-surgical treatment for gum and bone (alveolar) diseases (non-surgical periodontics)

#### D. ANNUAL MAXIMUM PLAN PAYMENT

The annual maximum plan payment for all plan benefits is \$1500 per person per year.

E. PERIODONTAL SERVICES

Plan payment at 50% UCR.

F. CAST RESTORATIONS (Prosthetics)

Plan payment at 50% UCR.

G. ORTHODONTICS

Dental benefits include orthodontics for dependent children to be paid at 50% coinsurance with a per dependent lifetime maximum of \$1500.

## **APPENDIX E**

### **COMPUTER MONITOR USAGE GUIDELINES**

The characteristics of the equipment being used, the area in which it is installed, the work to be performed and the needs of the user all contribute to the appropriateness of the work environment of computer monitor users. The employer will make a good faith effort to provide appropriate work settings for computer monitor users, consistent with the availability of existing resources.

1. Design guidelines to be used as a factor in the purchase of computer monitors will be developed by each unit of state government responsible for such purchases. These guidelines will address desirable characteristics relating to (1) screen positioning, (2) keyboards, (3) screen and character type and (4) accessories. The Union will be consulted in the development of these general design guidelines.
  
2. The following elements in the work environment may effect the appropriateness of the setting in which computer monitor users work:
  - a. The ability to position the computer monitor and keyboard in relationship to each other and at heights which are appropriate for the work to be performed and the user

- b. The ability to provide adequate lighting for the work to be performed.
- c. The ability to minimize glare;
- d. The ability to minimize printer noises; and
- e. Chairs which may be adjusted to and which provide proper support to the user.

The employer will provide information and guidance to its work units which will assist them in creating an appropriate setting for the computer monitor use.

## **APPENDIX F CHRISTMAS EVE**

Whenever Christmas Eve falls on a regularly scheduled work day, bargaining unit employees will be allowed to use any accrued vacation, unscheduled holiday, or compensatory time the employee earned prior to that day. A bargaining unit employee's request for leave on these dates shall not be denied for any reason other than insufficient accrued leave in the employee's paid leave account.

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