

**2023-2025  
AGREEMENT**

**BETWEEN**

**THE IOWA JUDICIAL BRANCH**

**AND**

**AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES**

**IOWA COUNCIL 61**

**AFL-CIO**



**COLLECTIVE BARGAINING AGREEMENT**  
**Effective July 1, 2023 to June 30, 2025**

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## **ARTICLE I AGREEMENT**

This Agreement made and entered into this 1<sup>st</sup> day of July 2023, at Des Moines, Iowa, pursuant to the provisions of Chapter 20 of the Iowa Code, by and between the Iowa Judicial Branch (hereinafter referred to as the Employer) and the American Federation of State, County and Municipal Employees, Iowa Council 61, AFL-CIO, and its appropriate affiliated locals, as representatives of employees employed by the Iowa Judicial Branch (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 units for the purpose of this Agreement consist of all eligible Employees of the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Judicial Districts of the State of Iowa, as described in the P.E.R.B. decision order numbers 4859, 4798, 4802, 3082, 3084, 3111, and 4849 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 employees of the Iowa Judicial Branch who are managerial, supervisory, or 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 time off, holiday, and vacation. However, if beginning on July 1, 2015, a permanent part-time employee described in the preceding sentence is currently receiving any sick time off or vacation, such time off will continue. Permanent part-time employees who are scheduled for an average of twenty (20) hours per week or more will receive prorated sick time off, holiday, and vacation.

The Employer shall notify the Union prior to adding or deleting classes in the classification plans. The Union shall request a meeting within fourteen (14) calendar days following receipt of the notice to review the proposed additions and/or deletions. If no meeting is requested, the Employer may proceed to implement the proposals. If the parties meet to review the additions and/or deletions, and if they are unable to reach agreement as to their inclusion or exclusion from the bargaining unit, they shall submit the disputed class additions or deletions to the Iowa Public Employment Relations Board for final resolution.

### **Section 2 Bulletin Boards**

The Union shall be allowed to utilize one-half ( $\frac{1}{2}$ ) 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 ( $\frac{1}{2}$ ) 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 3 Union Leave**

- A. Elected constitutional officers of the Union and/or its affiliated locals shall, upon written request of the Union and/or its affiliated locals, be granted a leave of absence without pay for the term of office, not to exceed two

(2) years. Appointed officials of the Union and/or its affiliated locals shall, upon written request of the Union and/or its affiliated locals, be granted a leave of absence without pay for the term of office, not to exceed two (2) years unless the absence of the employee would cause a substantial hardship on the operating efficiency of the employing unit. The Employer agrees to provide the Union an explanation of why the request constitutes a hardship. Grievances involving the issue of whether a substantial hardship does in fact exist may be appealed directly to arbitration pursuant to Article IV of this Agreement. Notwithstanding the above, elected or appointed officials of the Union and/or its affiliated locals may elect to take vacation or earned compensatory time in lieu of a leave of absence without pay.

These same elected officers shall be released for monthly local meetings and quarterly Council 61 meetings under the same rules as above. The employee will provide his/her supervisor with ten (10) calendar day's written notice for these meetings. A Union officer's leave/time off supersedes any other scheduled leave/time off of bargaining unit members.

Any special meeting requiring less than ten (10) calendar days' notice must be arranged through the State Court Administrator or designee. Requests for union leave with less than ten (10) calendar days advance notice shall be limited to ten (10) days per employee per year.

Upon the request of the President of AFSCME/Iowa Council 61 to the State Court Administrator or designee, Union officials shall be granted a union leave to conduct union business. Such leaves shall be limited to a statewide grand total of 1000 hours per fiscal year. No more than 400 of these hours may be used in any one judicial district and no more than 240 of these hours may be used by any individual. Time spent processing grievances as provided in Article IV, attending union conventions and conferences as provided in Article II, Section 4, attending regular local union meetings and attending special union meetings as set forth above, attending labor management meetings, attending the health benefits review committee and attending biannual negotiations will not count toward the total of 1000 hours.

- B. At the Union's written request, during periods of leave of thirty (30) calendar days or less, the Employer will continue to pay the employee's wages so that the employee's retirement contributions will be uninterrupted. The Employer shall receive reimbursement from the Union within fifteen (15) calendar days following paycheck issuance for such gross wages, including the Employer's share of retirement and Federal payroll taxes, paid during such periods of union leave without pay. Failure to reimburse the Employer in accordance with this provision will nullify this subsection in its entirety for the period remaining in the term of this Agreement.

#### **Section 4 Union Conventions/Conferences**

Duly elected Union delegates or alternates to the annual conventions of the AFSCME Iowa Public Employees Council 61, AFL-CIO and the Iowa Federation of Labor, AFL-CIO shall be granted time off, without pay, not to exceed a total of ten (10) work days annually to attend said conventions.

Duly elected Union delegates or alternates to the biennial conventions of the AFSCME International, AFL-CIO shall be granted time off, without pay, not to exceed a total of ten (10) work days, to attend said convention.

Union representatives selected to attend Union conferences shall be granted time off, without pay, not to exceed ten (10) work days annually to attend said conferences. Time off taken pursuant to this Section may be charged to vacation credits, earned compensatory time, or leave of absence without pay as the individual employee may designate.

The Union shall give the Employer at least ten (10) work days advance notice of the employees who will be attending such functions whenever possible.

#### **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 Discrimination**

The parties agree that their respective policies consistent with the Code of Iowa will not violate the rights of any employees covered by this Agreement because of age, race, sex, creed, color, national origin, ancestry, disability, partisan political affiliation, union or non-union affiliation.

## **Section 7 Union Activity Protection**

- A. Chapter 20 of the Code of Iowa provides that the employer is prohibited from interfering with concerted union activity, as set forth in Sections 20.10(2) (a-h) of the Code of Iowa.
- B. Bargaining unit employees who allege a violation of these rights may elect to file charges Pursuant to Section 20.10(2) of the Code of Iowa. In addition to the procedures set forth in the Code of Iowa Section 20.11 and PERB Rules Chapter 3, P.E.R.B., shall at the request of the parties and pursuant to this contract, provide an expedited procedure for the resolution of alleged violations of Section 8(A) of this Article. When one of the parties submits a request to utilize this expedited procedure, the other party shall agree or disagree in writing within fourteen (14) calendar days of its receipt of the request.
- C. The procedure shall provide for an adjudicator designated by the Board to conduct a hearing and issue appropriate decisions and orders. The adjudicator shall endeavor to issue such decisions and orders within thirty (30) days. If the bargaining unit employee elects to utilize the expedited procedure, the parties to this contract agree that those procedures shall be exclusive, and the adjudicator's decision and order shall be final and binding.

## **Section 8 Union Visitation**

Upon request, Union representatives will be allowed to meet with bargaining unit employees during the employee's non-work time on the Employer's premises, provided suitable meeting facilities are available and practical.

## **Section 9 No Reprisal**

The Employer shall not take reprisal action against an employee for disclosure of information by that employee to a member of the general assembly, the legislative service bureau, the legislative fiscal bureau or the respective caucus staff of the general assembly, or a disclosure of information which the employee reasonably believes is evidence of a violation of law or rule, mismanagement, a gross abuse of funds, an abuse of authority, or a substantial and specific danger to public health or safety. This section does not apply if the disclosure of that information is prohibited by statute or court rule.

## **Section 10 New Employee Orientation**

The Judicial Branch will send a new hire report to the person designated by the Union that a new bargaining unit employee(s) has(have) been hired. The new hire report will be distributed to the union designee via electronic mail prior to each Judicial Branch Orientation meeting from Iowa Judicial Branch's human resource division. The report will include the new bargaining unit employee's full name, work email, county/work location, classification and date of hire. The Judicial Branch will allow, as the Union may elect, either up to thirty (30) minutes for Union orientation with a new bargaining unit employee at the end of the Judicial Branch Orientation meeting (may be held in person or remote), or the distribution to new bargaining unit employees represented by the Union a packet of information material furnished to the Employer by the local Union. The thirty (30) minute Union orientation shall be mandatory and without loss of pay for the new bargaining unit employee(s). The Union representative shall be in pay status for the thirty (30) minute Union orientation only if the representative is on duty at the time the orientation is presented. No local Union representative shall receive overtime, mileage reimbursement, etc., for participating in the employee orientation program while off duty. Neither the employee nor union representative will be paid for any hours outside of their regularly scheduled work day for the purposes of new employee orientation.

**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:

- A. Direct the work of its employees.
- B. Hire, evaluate, promote, demote, transfer, assign, and retain employees in positions within its agencies.
- C. Suspend, discipline or discharge employees for proper cause.
- D. Maintain the efficiency of governmental operations.
- E. Relieve employees from duties because of lack of work or for other legitimate reasons.
- F. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.
- G. Take such actions as may be necessary to carry out the mission of its agencies.
- H. Initiate, prepare, certify and administer its budget.
- I. 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(s) involved, the relief sought, the date the incident(s) or violation(s) 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 Union. The grievance form will state the name of the employee(s) authorizing the filing of the grievance. 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.

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 fourteen (14) calendar days of receipt of the written grievance from the employee or the Union representative, the direct supervisor or appointing authority will meet with the appropriate Union representative at a mutually agreed upon time and date (with or without the aggrieved employee) and attempt to resolve the grievance. If grievance involves discipline or matter with direct supervisor, the grievance may skip to Step 2 of the grievance process. On grievances which do not involve discipline or discharge the parties will, where practicable and feasible, meet via a telephone conference. Within seven (7) calendar days following the meeting, a written answer will be placed on the grievance by the direct supervisor or appointing authority and returned to the employee and the Union representative. First step answers shall be sent by electronic mail communication and acknowledgement of receipt.

### 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 designee, within fourteen (14) calendar days from receipt of the answer in Step 1. Upon receipt of the grievance in Step 2, the District Court Administrator or designee will provide a copy of Step 1 to the State Court Administrator or designee as soon as possible, if applicable. If Step 1 was skipped, due to involving a matter with the direct supervisor, the grievance may be directly submitted to the District Court Administrator or designee within fourteen (14) calendar days of the cause of the grievance, as step 2. If grievance involves a discipline or matter with the District Court Administrator, the grievance may be directly submitted to the State Court Administrator or designee within fourteen (14) calendar days of the cause of the grievance, as Step 2. Within forty-five (45) days after the receipt of the appeal at Step 2, the District Court Administrator or designee, or State Court Administrator or designee, will meet with the appropriate Union representative (with or without the aggrieved employee) to discuss the arguments and evidence reasonably known at that time and attempt to reach resolution of the grievance. On grievances which do not involve discipline or discharge the parties will, where practicable and feasible, meet via a telephone conference. Within thirty (30) calendar days following this meeting, a written decision of the District Court Administrator or designee, or State Court Administrator or designee, will be issued and attached to the grievance and returned to the grievant, and the Union representative with a copy to the State Court Administrator or designee, if reviewed at the District Court Administrator level. Second step answers shall be sent by electronic mail communication and acknowledgement of receipt.

### 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, State Court Administrator or either's designee answer in Step 2, or the grievance will be considered ineligible for appeal to arbitration. If an unresolved grievance is not arbitrated, 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 PERB to submit a five (5) member panel of arbitrators. If the panel submitted by PERB is unacceptable to either party, the parties shall request a second panel of arbitrators from PERB. The AFSCME representative and Judicial Branch representative will contact the arbitrator and set the date for arbitration hearing. After the date for the arbitration is established the AFSCME representative and Judicial Branch representative will schedule a meeting, not less than one (1) week prior to the grievance arbitration hearing date, to exchange all evidence relevant to the grievance that is available to them at the time through exercise of reasonable diligence. If not provided at the pre-arbitration hearing meeting, evidence cannot be offered at the arbitration hearing unless the party can prove that the evidence was not available to the party through exercise of reasonable diligence.

### **Section 3 Time Limits**

Grievances not appealed within the designated time limits at Step 1 of the grievance procedure may be denied by the Employer on the basis of timeliness. The Union reserves the right to submit such grievances to arbitration. The parties agree, however, that in grievances where timeliness is an issue, the grievance may be submitted by the Union to the next higher step through Step 2 in order to allow the parties to attempt to resolve it.

Grievances not answered by the Employer within the designated time limits at Step 1 of the grievance procedure may be appealed to Step 2 within fourteen (14) calendar days. In order to be considered timely, the parties must confirm an arbitration hearing date no later than six (6) months from the date the grievance was answered by the Employer at Step 2. In order to be considered timely, a discharge must be scheduled for an arbitration hearing no later than 120 days from the date the grievance was answered by the Employer at Step 2. The Union may, at its option, seek to schedule an arbitration hearing any time after a Step 2 response was due, in the event the Employer fails to timely provide a Step 2 response. 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.

### **Section 4 Retroactivity**

Settlement of a 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**

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.

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

The Union shall provide the Employer with a written list setting forth the names and jurisdictional areas of grievance representatives, upon request.

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

### **Section 7 Representation**

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

### **Section 8 Processing Grievances**

Union representatives who are members of Judicial Branch bargaining units and grievant(s) 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 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, up to three (3) percent but not less than one (1) nor more than ten (10) of the grievants shall be in pay status as spokesperson(s) for the group. Group grievances are defined as, and limited to, those grievances which cover more than one (1) 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 for the Judicial Branch outside their regularly scheduled hours of employment. The Employer is not responsible for any compensation of employees or Union representatives for time spent during their regularly scheduled hours of employment to process grievances brought forth from other branches or agencies not under the Judicial Branch. The Employer is not responsible for any travel or subsistence expenses incurred by grievants or Union representatives in the processing of any grievances. However, with the Director of Human Resources approval, a Union representative may be allowed time off to process grievances outside of the Judicial Branch.

### **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 grievances pertaining to 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. Written reprimands, clarifications of expectations, or other similar memoranda shall not be utilized for progressive discipline provided no further disciplinary action has been taken against the employee after one (1) year.

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.

Extensions of the reassignment or suspension may be granted with permission from the Director of Human Resources and notification shall be given to the union.

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. Written notice may be provided through electronic communication and acknowledgement of receipt.

### **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 Exclusion of Grievant**

The aggrieved employee is entitled to be present at all steps of the grievance procedure. Should the employee be excused by either party, the grievance shall be processed in the absence of the aggrieved employee and the Union will be allowed a maximum of two (2) representatives in pay status.

## **Section 12 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. Weingarten principles (note: the right of an employee who reasonably believes that they may be subject to discipline to have, upon the employee's request, a union representative present during the investigatory interview) shall apply during an investigatory interview of that employee.
- C. Upon request from a designated AFSCME representative, the Employer will provide the representative with written statements of witnesses, if they exist.
- D. Upon request from the Employer's representative, the Union will provide the Employer's representative with statements of witnesses, if they exist.
- E. 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 the State Court Administrator or designee. Witnesses are not required to grant the interview; however, such interview shall be limited to the witness, an AFSCME Council 61 Staff Representative or attorney, and the State Court Administrator or designee.

## **Section 13 Resolution of Timeliness of Arbitrability Issues**

Where an issue exists as to the timeliness of arbitrability of a particular grievance, the State Court Administrator or designee shall give written notice to the Union. Following written notice, the timeliness dispute shall be submitted to an arbitrator, other than the arbitrator selected to determine the merits of the grievance, upon written submissions and by telephone hearing only.

Where the timeliness of a particular grievance is submitted to arbitration, the date for such arbitration shall be scheduled within thirty (30) days following the date the State Court Administrator or designee provided notice to the Union, and a decision rendered within thirty (30) days following the date of the timeliness hearing.

The party who does not prevail in the timeliness dispute must pay the cost of that hearing.

## **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 send a copy to the designated Union representative, prepare and post on Employee Resource Center (located on Judicial Insider), the seniority lists as defined in this Article. The lists shall be updated semiannually in January and July, with employees listed in seniority date order. The lists shall contain each employee's name, classification, county code, and seniority date.

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 the effective date of this Agreement shall retain their current seniority date (date of hire or adjusted date of hire if applicable) as established by the State Court Administrator or designee prior to the effective date of this Agreement.

## **ARTICLE VI 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 work week.

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. A permanent change in work schedules is defined as any change which will be in existence for more than fourteen (14) calendar days. 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. The employer will provide as much notice as possible for any temporary change in work schedule.

Any permanent schedule change made by the Employer that is grieved will not be implemented until the Second Step of the grievance procedure is exhausted. Such grievances shall begin with the Second Step of the grievance procedure.

### **Section 2 Flex Time and Telework**

An Employee may request flexible hours and schedules by making a written request to their 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. Other mutually agreeable flexible hour concepts.

Requests for flex time may be granted where they are practical and feasible as reasonably determined by management. The supervisor will respond in writing to the request for flex time within ten (10) working days. The term "management rights" will not be used as the sole reason for denying a request for flexible hours.

An Employee may request to telework by submitting the proper form to their immediate supervisor. Telework for

Employees should align with the policy as outlined in the Judicial Branch Employee Handbook.

### Section 3 Overtime & Compensatory Time

#### A. Definitions

1. Overtime - Time that an hourly non-exempt employee works in excess of forty (40) hours per work period.
2. Pay 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. Pay Week – A regularly reoccurring period of one hundred sixty eight (168) hours in the form of seven (7) consecutive twenty four (24) hour periods running Friday through Thursday.
4. Work Time - The following items will be regarded as hours worked within a pay week (defined in section 3.4) for purposes of computing overtime pay:
  - Time worked
  - Paid breaks
  - District approved and required training and conferences
  - Travel between job sites to perform job duties, return to work domicile or home at the end of a regular work day where travel to an alternative location is required to perform job duties
  - Meal periods of less than thirty (30) minutes where an employee is not relieved of work duties without interruption
  - Leave time for annual union conventions/conferences when requested and approved pursuant to Article II, Section 4

#### B. Overtime Compensation

Overtime shall be compensated at a premium rate of time and one-half ( $1/2$ ) the employee's base hourly pay or actual overtime hours worked whichever is applicable. All overtime must be pre-approved by the direct supervisor.

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.
2. Compensatory time can only be accumulated to eighty (80) hours; any hours over eighty (80) will be paid out in cash.
3. An employee may enter a request for a payout in cash of any accumulated compensatory time at any time during the fiscal year by entering the appropriate compensatory buyout time off on their absence calendar in the current HR system. The money will be included in the paycheck for the pay period during which the request is made. Compensatory time may be carried over into a new fiscal year.

Use of compensatory time off shall be granted at the request of the employee with the approval of the District Court Administrator or designee. Compensatory time off shall be granted at the convenience of the employee whenever possible consistent with the staffing needs of the district.

#### C. 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.

#### **Section 4 Separation or Change in Fair Labor Standards Act (FLSA) Status**

Upon separating from Judicial Branch service or movement out of an FLSA covered position, employees shall be paid for any unused earned compensatory time.

#### **Section 5 Meal Periods**

Bargaining unit employees will be granted an unpaid and uninterrupted thirty (30) minute meal period scheduled at approximately the middle of the shift.

Meal periods may be used at the beginning (to delay start time) or end of the regular scheduled work day (to end work day early) with supervisor approval.

#### **Section 6 Paid Breaks**

Bargaining unit employees will receive two (2) fifteen (15) minute paid breaks per day scheduled at approximately the middle of each half shift, unless otherwise scheduled at another time and approved by the employee's supervisor.

In offices regularly scheduled for a forty (40) hour work week, breaks may be scheduled to provide for a one (1) hour lunch period, with one-half ( $\frac{1}{2}$ ) hour paid and one-half ( $\frac{1}{2}$ ) hour unpaid. If an employee opts to combine the breaks with the lunch period, no additional fifteen (15) minute paid breaks are granted on that day.

Breaks may not, under any circumstances, separately or combined, be used at the beginning (to delay start time) or end of the regular scheduled work day (to end work day early). If breaks are not used, they are forfeited.

#### **Section 7 Weekend Differential**

The Employer agrees to pay, in addition to the employee's regular hourly rate, a weekend differential of \$0.75 per hour for any regularly scheduled permanent shift of which four (4) or more hours occur between 11:00 p.m. Friday through 11:00 p.m. Sunday. Employees who work rotating days off on a regularly scheduled permanent basis shall be eligible for the weekend differential.

#### **Section 8 Travel Between Work Sites**

Employees who are required by the Employer to report to multiple work locations to perform job duties shall remain in pay status for time spent traveling between work locations.

#### **Section 9 Scheduling of Volunteer Emergency Personnel**

Employees who serve as volunteer firefighters, volunteer ambulance personnel, and volunteer emergency medical technicians shall be in pay status when serving in such a capacity during their regular hours of work.

### **ARTICLE VII WAGES AND FRINGE BENEFITS**

#### **Section 1 Wages**

A. 2023-2024 Fiscal Year

On the first day of the pay period that includes July 1, 2023, employees in the bargaining units covered by this Agreement shall receive a **three** percent (**3%**) across-the-board pay increase.

All employees eligible for negotiated within-grade 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 within-grade increases shall be automatic. However, there shall be no automatic within-grade increases between July 1, **2023** and June 30, **2024**. The State Court Administrator, in his or her discretion, may implement within-grade increases at any time during the term of this Agreement. The percentage of the within-grade increase shall be determined by the State Court Administrator and may be in an amount less than 4.5% and may be for only one (1) year.

**B. 2024-2025 Fiscal Year**

On the first day of the pay period that includes July 1, 2024, employees in the bargaining units covered by this Agreement shall receive a **three** percent (**3%**) across-the-board pay increase.

All employees eligible for negotiated within-grade 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 within-grade increases shall be automatic. However, there shall be no automatic within-grade increases between July 1, **2024** and June 30, **2025**. The State Court Administrator, in his or her discretion, may implement within-grade increases at any time during the term of this Agreement. The percentage of the within-grade increase shall be determined by the State Court Administrator and may be in an amount less than 4.5% and may be for only one (1) year.

- C. 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.
- D. An employee temporarily assigned by the Employer to perform work of a higher classification for more than two (2) consecutive weeks, shall receive the higher rate of pay based on the classification of the higher position.

**Section 2 Deferred Compensation**

The Employer shall match employee contributions to I. R. C. Section 457 deferred compensation plans at the rate of \$1 for each \$1 contributed by the employee up to a maximum Employer contribution of \$75 per month.

This program is administered by the Executive Branch, Department of Administrative Services (DAS). In the event DAS eliminates or alters this benefit, the Judicial Branch may also choose to eliminate or alter the Deferred Compensation program.

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

- A. The Judicial Branch 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 Judicial Branch 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 Judicial Branch will offer a program consistent with the Internal Revenue Service regulations through which employees may elect to make a pre-tax reduction in wages which will be paid to an account from which eligible medical expenses will be reimbursed.

**Section 4 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 during the pendency of the Workers' Compensation 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 time off, vacation, or earned compensatory time prior to applying for workers' compensation benefits. Upon request, employees may supplement workers' compensation benefits with accrued sick time off, vacation, or earned compensatory time; however, the total compensation received shall not exceed the employee's present salary.

**Section 5 Sick Time Off**

The Employer and the Union will strive to develop a program in which employees may, at their sole discretion, select additional benefit options in return for reducing their sick time off accrual.

A. Accrual

All non-temporary bargaining unit employees of the Judicial Branch who work full-time shall earn sick accrual hours in accordance with the following schedule. Sick accruals for non-temporary bargaining unit employees who work part-time shall be prorated based on the number of hours worked in the pay period. Sick accruals shall not be earned during a period(s) of absence without pay.

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

B. Utilization of Sick Time off

- 1. Employees may use accrued sick time off for personal illness (both physical and mental), bodily injuries, medically related disabilities 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 where performance of assigned duties would jeopardize the employee's health or recovery.

The District Court Administrator or designee 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 time off usage or in those cases where sick time off abuse is suspected.

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

2. Bereavement. Where death occurs in the immediate family of the employee, accrued sick time off 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/domestic partner.
  - b. Three (3) working days - Death of grandparents, grandchildren, brothers, sisters, step-brothers and step-sisters, sons and daughters-in-law, brothers and sisters-in-law, corresponding relatives of the employee's spouse/domestic partner, other household members.
  - c. One (1) working day - Death of aunt, uncle, niece, nephew, first cousin, and corresponding relatives of the employee's spouse/domestic partner.
3. When an employee is a pallbearer or active participant in a funeral or memorial service for someone who is not a member of the employee's immediate family (as defined in paragraph 2 above), accrued sick time off shall be used not to exceed one (1) working day for each such occurrence.
4. Employees may use accrued sick time off for personal medical or dental appointments which cannot be scheduled at times other than during working hours.
5. Employees may use accrued sick time off for care of and necessary attention to members of the immediate family (as defined in paragraph 2 above) or for adoption. Use of sick time off for this purpose is limited to sixty-four (64) hours (8 working days) per year for full-time employees and pro-rated for part-time employees. Employees may carry over up to forty (40) hours of unused family care time off to the next fiscal year, for a maximum utilization of eighty (80) hours in the next fiscal year.
6. Sick time off shall not be used for any reasons not specifically set forth above.
7. Sick Accounts.

The accrued sick time off shall be placed in an employee's sick account.

C. Cancellation of Sick Time off

Separation from State service shall cancel all unused accumulated sick time off.

D. Conversion Rights

1. All bargaining unit employees who have accumulated a minimum of thirty (30) days (240 hours) in their sick account and who do not use sick time off 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 account.
2. In the case of eligible permanent part-time employees, such conversion rights shall be prorated.
3. Employees who have made an election pursuant to this subsection will be allowed to accumulate up to an additional twelve (12) days (96 hours) beyond twice their annual vacation and unscheduled holiday entitlement.

**Section 6 Paid Annual Time Off (Vacation)**

- A. The Employer agrees to provide employees with a formal annual paid time off plan (vacation) as set forth below:



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

1. Full-Time Employees

Annual time off shall be based on the date of hire and accrued at the following rates:

From	To	Annual Accrual
Date of Hire	End of 4 <sup>th</sup> Year	80 hours (10 days)
Start of 5 <sup>th</sup> Year	End of 11 <sup>th</sup> Year	120 hours (15 days)
Start of 12 <sup>th</sup> Year	End of 19 <sup>th</sup> Year	160 hours (20 days)
Start of 20 <sup>th</sup> Year	End of 24 <sup>th</sup> Year	176 hours (22 days)
Start of 25 <sup>th</sup> Year	Termination Date	200 hours (25 days)

a. Annual time off may be accumulated to twice the annual entitlement. If, on June 1, an employee has a balance of one hundred sixty (160) or more hours of accrued annual time off, the employer may, with the approval of the employee, pay the employee for up to forty (40) hours of the accrued annual time off. This amount will be paid on the payday which represents the last pay period of the fiscal year. Decisions regarding these payments will be made by the State Court Administrator or designee, and are not subject to the grievance procedure provided in Article IV. An employee may, however, grieve whether or not such payments were made without the employee's approval.

2. 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 time off consistent with paragraph B above.

C. Annual time off shall not be earned for any period of absence without pay.

D. Vacation approval is subject to the Vacation Approval Policy in each District. The supervisor will take into consideration the vacation preferences and needs of the employee and make every reasonable effort to approve vacation requests and prevent any loss in of vacation accrual.

Vacation requests will be answered within five (5) working days from the date of receipt unless such requests are submitted more than sixty (60) days in advance.

Once vacation periods have been scheduled, the Employer shall make no changes in employee vacation schedules except to meet emergencies or unexpected issues with coverage to meet operational needs. 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.

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 5(B)(2)(3) 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. Upon retirement and at the request of the employee, the employee’s unused vacation balance can either be paid out in cash or paid into the employee’s deferred compensation plan.

**Section 7 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 6 (Vacations) in this Article.

<b>Scheduled Holidays</b>	<b>Date</b>
New Year’s Day	January 1
Dr. Martin Luther King’s Birthday	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran’s Day	November 11
Thanksgiving Day	Forth 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 work week. 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 work day but not less than eight (8) hours for full-time employees.

When a holiday falls on an employee's regularly scheduled work day, 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 work day, 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 work day 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 District Court Administrator or designee. 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 ( $\frac{1}{2}$ ) 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 Employer.

- 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 8 Payday**

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

**Section 9 Pay Upon Promotion or Demotion**

An employee promoted between classes with a one or two pay grade difference shall be given a four and one-half percent (4.5%) increase in pay or brought to the entrance rate of pay in the new pay grade, whichever is greater. For promotions between classes with a three or more pay grade difference, the employee shall be given a nine (9%) 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 establishes a new pay increase eligibility date. An employee who is demoted shall be placed on the step in the new pay grade that is closest to, but not higher than, the employee's salary prior to the demotion. A demotion does not establish a new pay increase eligibility date. Pay upon demotion shall not exceed the maximum pay rate for the new pay grade.

**Section 10 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 a regular basis as part of their job or to support operations, 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 utilize second language skills to interpret or translate in any form of official court proceedings. Employees who have the ability to translate in more than one secondary language will only qualify for one instance of language pay differential of \$0.35 per hour. For purposes of this section, American Sign Language (ASL) is considered a second language.

**ARTICLE VIII  
LEAVES OF ABSENCE AND ADDITIONAL PAID TIME OFFS**

**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 probationary period.

**Section 2 Request Procedure**

Any request for a leave of absence shall be submitted by the employee, through the correct process inside the current HR system, 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.

Requests for leaves of absence which are managed by the Department of Administrative Services Leave Team, will be approved or denied based on the Department of Administrative Services leave rules. Leaves of absence which are not managed by the Department of Administrative Services Leave Team, will be approved or denied by Judicial Branch Management. Notifications of granted or denied leaves are provided through the current HR system and shall be granted or denied in a reasonable amount of time.

**Section 3 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 or designee for any reasons for a period up to but not exceeding one (1) year. The Employer agrees to follow all State and Federal laws as it relates to employees leave. The employee is required to utilize all appropriate time offs before leave without pay is approved except as provided for in this Agreement. Leaves may not be unreasonably withheld.

The Employer agrees to follow all State and Federal laws as it relates to employee leave.

A. Family and Medical Leave

Employees who are on a leave of absence which is Family and Medical Leave Act qualified, may at their discretion, through the correct process outlined on the Department of Administrative Services website, decline to utilize up to two (2) weeks [eighty (80) hours] of paid annual leave (vacation) at the time of the request.

B. Catastrophic Illness Contributions

Employees may contribute accrued annual time off, compensatory time, or accrued unscheduled holidays to benefit another State employee suffering from a catastrophic illness as defined in the Judicial Branch donated leave policy. Time off 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 hours through the correct process inside the current HR system for this purpose. Hours donated to another State employee pursuant to this provision shall be multiplied by the recipient's hourly wage and entered as pay to the recipient.

The Employer will continue to pay its usual share of the insurance package and make the usual employee share deductions while the employee is using donated catastrophic leave, for the time the employee is covered by FMLA until moved to COBRA coverage.

C. 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 4 Additional Paid Time Offs**

### **A. Voting (Other) Time Off**

Any employee entitled to vote in a public election in the State of Iowa may request time off from work with regular pay for a period not to exceed two (2) hours for the purpose of voting. Time off will be granted only to the extent that the normal work hours do not allow a period of three consecutive hours during which the voting polls are open. A request for voting time off should be made through the correct process inside the current HR system as "other time off" prior to Election Day. The time to be taken off may be designated by the supervisor.

### **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 time off, as "Court Time Off", with pay provided the employee is not a party to the proceedings. The employee shall remit witness fees to the Employer.

### **D. Blood Donation (Other Time Off)**

An Employee may request to use "Other Time Off" for blood donations, which includes blood, power red, platelets, or plasma, for up to two (2) consecutive hours in a workday, no more than four (4) times in a year (12-month period). This time will not be deducted from the employee's vacation, compensatory, or sick time off balances. Written verification from the employee's physician or the facility involved with the donation will be required.

## **ARTICLE IX 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 provided to the Union. 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**

- A. The Employer and Union agree to establish labor/management meetings in each Judicial District where the Union represents employees when requested by the Union. Where there is only one local in the district, up to six (6) representatives from the Union will attend the meetings. Where there is more than one local in the district, each local will be allowed up to four (4) representatives at the meetings. Meetings will be held upon the request of either party, but no more often than monthly, at mutually agreed upon times and places. Where there is more than one local in the district, agendas will allow time to discuss common issues and issues unique to each local.

The purpose of the meetings 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; except that recommendations of the meetings or recommendations made by the Union involving health and safety practices which are not acted upon and which are non-economic in character (no cost to the Judicial Branch) 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 or designee 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, except as provided for statewide labor/management meetings.

Recommendations on use of video display terminals and fire safety will be discussed in these meetings.

- B. The Employer and the Union agree to establish quarterly meetings on a statewide level when requested by the Union for discussion of issues which were unresolved at the District level and which affect employees in AFSCME bargaining units. Agenda items shall be exchanged at least two (2) weeks prior to the meeting. Up to two (2) Union representatives from each District will attend the meetings without loss of pay. Any employee who must travel more than twenty (20) miles will be reimbursed for mileage expense only. Such reimbursement shall be as established in the Judicial Branch travel rules. Union members will attempt to car pool when possible.

## **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.

The employer will provide the employee the file(s) electronically upon written request. 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 Severe Weather/Emergencies**

- A. When the District Court Administrator or designee closes a Judicial Branch office due to severe weather emergencies, all employees (including probationary employees) may use earned compensatory time, vacation, or unpaid time off as they may elect. Employees may, with the approval of the District Court Administrator or designee, also elect to work their regularly scheduled hours even though the Judicial Branch 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 unpaid time off 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 3A above.
- C. The state court administrator or district court administrator may order the emergency evacuation or closing of a state court facility or county-owned court facility when the condition of the facility or the threat of imminent natural or other disasters, poses a health or safety risk for employees assigned to that facility. Employees who are barred from performing their usual duties due to an emergency evacuation or closing will remain in pay status and ready for work assignments during all scheduled work hours. Employees will not be required to utilize paid annual or compensatory time off, nor shall employees be subject to unpaid time off. Management will attempt to assign work that can be performed away from the normal work site to affected employees, or attempt to direct employees to an alternate work location on a temporary or permanent bases. Therefore, in order to remain in pay status, employees must provide managers and supervisors with a telephone number at which an employee can be reached during normal work hours.

#### **Section 5 Identification Cards**

Upon request of the employee, the Employer will provide a Judicial Branch identification card. The Employer will replace at no cost all Judicial Branch identification cards that wear out, and will replace one Judicial Branch identification card a year at no cost that is lost by the Employee.

#### **Section 6 Time Sheets**

The Employer may not change an employee's time sheet without notifying the employee.

#### **Section 7 Reasonable Accommodations**

It is the intent of both parties to encourage the retention of employees who may have become disabled while employed by the Judicial Branch. Consistent with the Americans with Disabilities Act and its amendments, the employer will consider reasonable accommodations for such employees.

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

## **Section 8 Employee Assistance Program**

The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems. Therefore, the Employer will provide an Employee Assistance Program (EAP) to provide assistance to employees, domestic partners, and their families. The Employer and the Union will encourage employees to utilize the program.

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. While Judicial Branch policy is to offer assistance to employees, disciplinary action may result if an employee's job performance continues to be adversely affected.

This program is administered by the Executive Branch, Department of Administrative Services (DAS). In the event DAS eliminates or alters this benefit, the Judicial Branch may also choose to eliminate or alter EAP.

## **Section 9 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, as determined by the Employer, to carry out the duties of their assigned position or to enhance Judicial Branch job opportunities.

# **ARTICLE X HEALTH AND SAFETY**

## **Section 1 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 fifty 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 one hundred fifty dollars (\$150). Such requests will be granted or denied in accordance with 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 2 Employer-Provided Vehicles**

All employer-provided vehicles which are used by bargaining unit employees shall be equipped with reflective warning devices or flares, first aid kits and fire extinguisher. The Judicial Branch will endeavor in good faith to comply with section 321.381.

# **ARTICLE XI NO STRIKE OR LOCKOUT**

The Union recognizes its statutory obligations and responsibility to avoid and avert a strike. Therefore, for the duration of this Agreement, the Union agrees that neither it, its officers, agents, representatives or members, individually or collectively, directly or indirectly, will induce, instigate, encourage, authorize, ratify, or participate in a strike against the Employer.



The Union recognizes that in the event of a work stoppage, the Union has an obligation and a duty to urge any and all employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage. The Union will make public statements in the mass media urging employees to immediately return to work.

The Employer has the right to take any other action pursuant to Chapter 20.12 of the Iowa Code. No lockout of employees shall be instituted by the Employer during the terms of this Agreement.

## **ARTICLE XII 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 agree 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 or illegal 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 shall be decided by a coin toss and the parties shall alternately strike until there is one (1) 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 the Agreement jeopardize the receipt by the State of any federal grant-in-aid funds or their 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, 2023 and terminating on June 30, 2025, unless the parties mutually agree in writing to extend any or all of the terms of this Agreement. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled.

In the event the parties fail to reach an agreement by January 1, 2025, mediation shall be requested. In the event the parties are still at impasse on February 1, 2025, the dispute shall be submitted to final and binding arbitration. In the event the dispute is submitted to arbitration, the arbitrator's decision shall be rendered by no later than March 15, 2025. The parties may mutually agree to eliminate or modify any of the above impasse procedures.

**APPENDIX A  
PAY GRADES AND CLASSIFICATIONS**

<b>JOB TITLE</b>	<b>PAY GRADE</b>
Judicial Specialist 1	16*
Judicial Specialist 2	19
Judicial Specialist 3	21
Judicial Specialist 4	23
Judicial Specialist 5	24**
Case Coordinator Specialist	25**
Juvenile Court Specialist I	18
Juvenile Court Specialist II	21
Juvenile Court Coordinator	22

\*Generally Judicial Specialist 1 will not be used in urban counties.

\*\*Judicial Specialist 5 and Case Coordinator Specialist will be a classification for current employees so classified. However, there will be no new hires/promotions into this position, i.e., closed job classification

- A. JS2 may move to a JS3 after three (3) years in the JS2 classification and a Meets Expectation Performance Evaluation and performing duties.
- B. JS3 may move to a JS4 after five (5) years in the JS3 classification and Meets Expectation Performance Evaluation and performing duties.

**APPENDIX B  
RESERVED**

**APPENDIX C**  
**RESERVED**

**APPENDIX D  
CHRISTMAS EVE**

Request for Christmas Eve off is subject first-come first-serve basis. No requests for Christmas Eve will be accepted more than a rolling year in advance. This will replace current language.

**APPENDIX E  
USE OF COMMUNICATION DEVICES**

Pursuant to understandings reached during negotiations for the 2023-2025 Collective Bargaining Agreement, The Iowa Judicial Branch and AFSCME Iowa Council 61 hereby enter into the following Memorandum of Understanding regarding the use of cell phones and other communication devices by designated Union officials:

- This memorandum of understanding is in effect from the date the Union provides the Judicial Branch with a list of designated Union Officials until June 30, 2025.
- It applies only to designated Union Officials provided to the Employer.
- Union Officials may occasionally use the Employer's phones, fax or E-mail systems to communicate with the Employer and each other on contract administration issues.
- The designated Union Officials must consult with their immediate supervisor to arrange a convenient time and private location to make or take phone calls.
- Personal cellular phones may be used in a private place, away from co-workers and out of public view, preferably during scheduled lunch and breaks.
- Cellular phones will be on silent, or vibrate ringing when in the public office.
- The Employer will continue to provide the electronic bulletin board. Additional training will be provided if requested.
- The amount of time used by the Union Officials must be reasonable.
- Use of communication devices will not interfere with the quantity or quality of the employee's work.
- Communication is limited to processing of grievances, matters pertaining to investigatory interviews, labor/management meetings, and other matters of contract administration.
- No political campaign literature or material detrimental to the employer will be transmitted.
- Existing work rules and Employer policies not in conflict with this Memorandum will apply.

**APPENDIX F  
PAID LEAVE FOR NEGOTIATIONS**

When contract bargaining sessions between the Union and the Employer are scheduled by mutual agreement to take place during working hours, up to seven (7) employees who are members of the Union's bargaining team shall be given such time without loss of pay to attend these sessions up to a maximum of 56 hours each.

**APPENDIX G  
PAY PLANS**

On the first day of the pay period that includes July 1, 2023, all wage rates in the current Pay Plan Effective July 1, 2023 through June 30, 2024 will increase by three (3%).

On the first day of the pay period that includes July 1, 2024, all wage rates in the new Pay Plan Effective July 1, 2024 through June 30, 2025 will increase by three (3%).

Effective 7/1/2023 through 6/30/2024

<b>16</b>	\$32,968.00	\$47,632.00
	\$1,268.00	\$1,832.00
	\$15.85	\$22.90
<b>17</b>	\$34,382.40	\$50,086.40
	\$1,322.40	\$1,926.40
	\$16.53	\$24.08
<b>18</b>	\$35,776.00	\$52,499.20
	\$1,376.00	\$2,019.20
	\$17.20	\$25.24
<b>19</b>	\$37,544.00	\$54,932.80
	\$1,444.00	\$2,112.80
	\$18.05	\$26.41
<b>20</b>	\$39,312.00	\$57,574.40
	\$1,512.00	\$2,214.40
	\$18.90	\$27.68
<b>21</b>	\$41,038.40	\$60,361.60
	\$1,578.40	\$2,321.60
	\$19.73	\$29.02
<b>22</b>	\$42,868.80	\$63,252.80
	\$1,648.80	\$2,432.80
	\$20.61	\$30.41
<b>23</b>	\$44,699.20	\$66,185.60
	\$1,719.20	\$2,545.60
	\$21.49	\$31.82
<b>24</b>	\$46,633.60	\$69,222.40
	\$1,793.60	\$2,662.40
	\$22.42	\$33.28
<b>25</b>	\$48,505.60	\$72,508.80
	\$1,865.60	\$2,788.80
	\$23.32	\$34.86


Effective 7/1/2024 through 6/30/2025

<b>16</b>	\$33,966.40	\$49,067.20
	\$1,306.40	\$1,887.20
	\$16.33	\$23.59
<b>17</b>	\$35,422.40	\$51,584.00
	\$1,362.40	\$1,984.00
	\$17.03	\$24.80
<b>18</b>	\$36,857.60	\$54,080.00
	\$1,417.60	\$2,080.00
	\$17.72	\$26.00
<b>19</b>	\$38,667.20	\$56,576.00
	\$1,487.20	\$2,176.00
	\$18.59	\$27.20
<b>20</b>	\$40,497.60	\$59,300.80
	\$1,557.60	\$2,280.80
	\$19.47	\$28.51
<b>21</b>	\$42,265.60	\$62,171.20
	\$1,625.60	\$2,391.20
	\$20.32	\$29.89
<b>22</b>	\$44,158.40	\$65,145.60
	\$1,698.40	\$2,505.60
	\$21.23	\$31.32
<b>23</b>	\$46,030.40	\$68,161.60
	\$1,770.40	\$2,621.60
	\$22.13	\$32.77
<b>24</b>	\$48,027.20	\$71,302.40
	\$1,847.20	\$2,742.40
	\$23.09	\$34.28
<b>25</b>	\$49,961.60	\$74,692.80
	\$1,921.60	\$2,872.80
	\$24.02	\$35.91

2023-2025  
JUDICIAL BRANCH BARGAINING UNIT  
COLLECTIVE BARGAINING AGREEMENT NEGOTIATING COMMITTEES

AFSCME/IOWA COUNCIL 61

Rick Eilander  
President & Chief Spokesperson  
AFSCME/Iowa Council 61

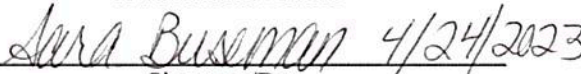
  
\_\_\_\_\_  
Signature/Date

Coreen Gray  
Judicial Specialist 4  
4<sup>th</sup> Judicial District

Leroy Nida  
Judicial Specialist 4  
6<sup>th</sup> Judicial District

IOWA JUDICIAL BRANCH

Sara Buseman  
Director of Human Resources & Chief Negotiator  
Iowa Judicial Branch

  
\_\_\_\_\_  
Signature/Date

Shirley Faircloth  
Chief Juvenile Court Officer  
2<sup>nd</sup> Judicial District

Peggy Frericks  
District Court Administrator  
3<sup>rd</sup> Judicial District

Laura Kyndesen  
District Court Administrator  
4<sup>th</sup> Judicial District



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