

**2023-2025  
AGREEMENT**

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



**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 1st 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 Public Professional and Maintenance Employees Local Union 2003, State of Iowa, IUPAT, 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 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.

Permanent part-time 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 benefits. However, if beginning on July 1, 2015, a permanent part-time employee described in the preceding sentence is currently receiving any sick time off, vacation, or holiday such benefits 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, benefits.

### **Section 2. Bulletin Boards and Work Email System**

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 meeting notices on designated bulletin boards, and using the Employer's email system.

### **Section 3. 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 4. 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 5. New Employees**

The Employer will notify the Union Business Representative, or another Union officer designated by the Union, of new unit employee(s) via a new hire report distributed to the union designee via electronic mail prior to each Judicial Branch Orientation meeting, but not less than quarterly, from Iowa Judicial Branch's human resource division. The notification will include the new bargaining unit employee's full name, work email, county, classification, and start date. 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:

- 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. Maintain the efficiency of governmental operations.
- D. Relieve employees from duties because of lack of work or for other legitimate reasons.
- E. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.
- F. Take such actions as may be necessary to carry out the mission of its agencies.
- G. Initiate, prepare, certify and administer its budget.
- H. Exercise all powers and duties granted to the Employer by law.

## **ARTICLE IV GRIEVANCE PROCEDURES**

### **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 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 fourteen (14) 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. On grievances which do not involve discipline or discharge the parties will, where practicable and feasible with agreement by all the parties, meet via a telephone or video conference. 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. First step answers shall be sent by electronic mail communication and acknowledgement of receipt. If grievance involves discipline or matter with direct supervisor, the grievance may skip to Step 2 of the grievance process.

### **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 Court Administrator or designee will provide a copy of the grievance 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. The District Court Administrator or his/her designee, or State Court Administrator or designee, will meet with the appropriate Union representative(s) and the aggrieved employee within forty-five (45) 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 with agreement by all the parties, meet via a telephone or video conference. Following this meeting the written decision of the District Court Administrator, or State Court Administrator or designee, will be placed on the grievance form or attached to the grievance form, and returned to the grievant and his/her Union representative with a copy to the State Court Administrator or designee, if reviewed at the District Court Administrator level, within thirty (30) calendar days from the date of the meeting in Step 2. 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 or designee 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 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 (1) 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 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, discharge grievances which are appealed to arbitration via the State Court Administrator or designee must be scheduled for hearing no later than two (2) months from the date the grievance was answered by the Employer at Step 2. 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 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**

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

The Employer shall upon request 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 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 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:

- A. Reassign the Employee to another work assignment at their current rate of pay for up to twenty-one (21) calendar days or
- B. 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 mail communication with an 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. 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 or designee. 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 or designee.

## **Section 12 Resolution of Timeliness of Arbitration**

Where an issue exists as to the timeliness to arbitrate 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 to arbitrate 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 order. The lists shall contain each employee's name, classification and work group, 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 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 time off, 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.

# **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 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.

Such grievances shall begin with the 2nd 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 the immediate supervisor. Flexible hours and schedules may include:

- A. Variable starting and ending time.
- B. Compressed work week such as:
  1. 4-ten hour days, or
  2. 4-nine hour days and 1-four hour day.
- C. Combination of meal and breaks into a one-hour lunch period of which one-half hour is paid and one-half hour is unpaid.
- D. 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 ten (10) working days. Where there are competing requests for flex time, flex time requests will be granted in seniority order.

- E. An Employee may request to telework by submitting the proper form(s) to their immediate supervisor. Telework opportunities will be applied as uniformly as possible to eligible employees.

### **Section 3. Overtime & Compensatory Time**

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

1. Overtime - Time that an employee works in excess of forty (40) hours per work period.
2. Pay Period – Each two week pay period begins on Friday and ends two weeks later at midnight on Thursday.
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:
  - a. Time worked.
  - b. Paid breaks.
  - c. District approved and required training and conferences.
  - d. 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.
  - e. Meal periods of less than thirty (30) minutes where an employee is not relieved of work duties without interruption.
  - f. Leave time for annual union conventions/conferences when requested and approved.

#### **B. Overtime Compensation**

Overtime shall be compensated at a premium rate of time and one-half (1½) 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 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.
4. Compensatory time may be carried over into a new fiscal year.
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 among those included employees in that classification and work group normally assigned to 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.

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

Upon separating from state 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. Bargaining unit employees who work nine (9) or more hours in a day will receive one additional fifteen (15) minute break.

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 (1/2) hour paid and one-half (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, unless the employee is scheduled for nine (9) or more hours in a day as mentioned in the above paragraph.

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).

**Section 7. 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 8. Scheduling of Volunteer Emergency Personnel**

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. 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. Employees will minimize time away from work to serve in this volunteer capacity.

**ARTICLE VII  
WAGES AND FRINGE BENEFITS**

**Section 1. Wages**

- A. On the first day of the pay period that includes July 1, 2023, each hourly wage rate in Pay Plan 7/01/23 shall be increased by the amount of three percent (3%) for all employees in District 1. Additionally all employees eligible for negotiated within-grade increases shall receive an increase of four and one-half percent (4.5%) in accordance with their eligibility date. The within-grade increase 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 within-grade increase shall be determined by the State Court Administrator and may be in an amount less than four and one half percent (4.5%) and may be for only one (1) year.
- B. On the first day of the pay period that includes July 1, 2024, each hourly wage rate in Pay Plan 7/01/24 shall be increased by three percent (3%) for all employees in District 1. Additionally, all employees eligible for negotiated within-grade increases shall receive an increase of four and one-half percent (4.5%) in accordance with their eligibility date. The within-grade increase 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 within-grade increase shall be determined by the State Court Administrator and may be in an amount less than four and one half percent (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.

**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) for each dollar (\$1) contributed by the employee up to a maximum Employer contribution of seventy-five dollars (\$75) per month.

This program is administered by the Executive Branch, Department of Administrative Services (DAS). In the event DAS eliminates this benefit, the Judicial Branch may also choose to eliminate Deferred Compensation at the same effective date as DAS.

**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. 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

### 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.

Sick Balance	Rate of Accrual
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, 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 or direct supervisor 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.

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 time off in lieu of sick time off when they so request. When a holiday falls while an employee is on paid sick leave, 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 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 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 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 and necessary attention of members of the immediate family (as defined in paragraph 2 above). Use of sick time off for purposes of this Section is limited to sixty-four (64) hours (eight (8) working days) per fiscal 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 of eighty (80) hours in the next fiscal year.
- 6. Employees may use accrued family care time off during adoption.
- 7. Sick time off shall not be used for any reasons not specifically set forth above.

C. Sick Accounts

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

D. Cancellation of Sick Time Off

Separation from state service shall cancel all unused accumulated sick hours.

E. Conversion Rights

- 1. All bargaining unit employees who have accumulated a minimum of thirty 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 at the rate of three to one (one hour of vacation for every three hours of earned sick time off).
- 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 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 pay status. Employees are eligible for and shall be granted annual time off as follows:
  - 1. Permanent Full-Time Employees
    - a. 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)

- b. Annual time off may be accumulated to twice the annual entitlement.
- c. If, on June 1, an employee has a balance of one hundred sixty (160) or more hours of accrued annual (Vacation) 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, or as determined by the Department of Administrative Service who administer payroll for the Judicial Branch. 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 "1a" above.

- C. Annual time off credits in any given year shall not be earned for any period of absence without pay.
- D. Vacation approval is subject to the Vacation Approval Policy in the District. The supervisor shall approve vacation so as to maintain the efficient operation of the department or work group.

Vacation approval 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.

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) 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 accrual can either be paid out in cash or paid into the employee's deferred compensation plan.

Upon separation of employment all accrued vacation will be paid and included in the employee's final paycheck in accordance with state guidelines.

**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.

Scheduled Holidays:

1. New Year's Day, January 1
2. Dr. Martin Luther King Jr. Day, third Monday in January
3. Memorial Day, last Monday in May
4. Independence Day, July 4
5. Labor Day, first Monday in September
6. Veteran's Day, November 11
7. Thanksgiving Day, fourth Thursday in November
8. Friday after Thanksgiving
9. 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 ( $1\frac{1}{2}$ ) 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 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 8. 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 translate in the courtroom or 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.

## **Section 9. Pay Upon Promotion, Demotion, or Transfer**

An employee promoted to a classification with a one or two pay grade difference will receive a four and one half percent (4½ %) pay increase or brought to the minimum rate of pay in the new pay grade, whichever is greater. For a promotion to a classification with a three or more pay grade difference, the employee will receive a nine percent (9%) increase or be brought to the minimum 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.

An employee who is demoted shall be placed at the rate of pay in the new pay grade that is closest to, but not higher than, the employee's pay prior to the demotion. A demotion does not establish a new pay increase eligibility date. Pay upon demotion will not exceed the maximum pay rate for the new pay grade.

An employee who is assigned to a lateral classification keeps the current rate of pay and pay increase eligibility date.

## **Section 10. Additional Paid and Unpaid Time Offs**

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

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 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. 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 "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.

E. Unpaid Time Off

Except as otherwise provided in this Agreement, the employee may utilize all appropriate time offs prior to utilizing unpaid time off. The determination to require the exhaustion of any or all accrued paid time offs shall rest with the supervisor.

**ARTICLE VIII  
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 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.

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

Employees who are on a leave of absence which is Family and Medical Leave Act approved, may elect to reserve the employee’s accrued vacation balance, up to eighty (80) hours, upon the approval of the leave event. The hours reserved shall not be in excess of the vacation balance at the time of the request.

**Section 4. 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 share of the elected State benefits and continue to deduct the employee’s share for State benefits while the employee is using donated catastrophic leave, for the time the employee is covered by FMLA until moved to COBRA coverage.

**Section 5. 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.

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.

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

### **Section 6. 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 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**

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 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.

### **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. Severe Weather/Emergencies**

- A. When the District Court Administrator or his/her 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 his/her designee also elect to work their 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 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 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 Section 4A 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 time off 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 basis. 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.
- 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 VI, Section 3.

#### **Section 5. Payday**

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

#### **Section 6. Identification Cards**

Upon request of the employee to the District Court Administrator or designee, 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 7. Time Sheets**

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

### **Section 8. 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 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 career advancement opportunities.

## **ARTICLE X 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. 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.

This program is administered by the Executive Branch, Department of Administrative Services (DAS). In the event DAS eliminates this benefit, the Judicial Branch may also choose to eliminate EAP at the same effective date as DAS.

### **Section 3. 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 \$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 4. 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.

### **ARTICLE XI 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 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 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, 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.

**APPENDIX A**  
**Classifications and Pay Grades**

<b>JOB TITLE</b>	<b>Pay Grade</b>	<b>Class Code</b>
Judicial Specialist 1 (Closed Class)	(16)	13414
Judicial Specialist 2	(19)	13415
Judicial Specialist 3	(21)	13416
Judicial Specialist 4	(23)	13417
Judicial Specialist 4 (Closed Class)	(24)	13418
Juvenile Court Specialist 1	(19)	13477
Juvenile Court Specialist 2	(21)	13478
Title Change from Juvenile Court Specialist 3 to Juvenile Court Coordinator	(22)	13479
Juvenile Court Specialist 4 (Closed Class)	(24)	13480

JS2 may move to a JS3 after three (3) years in the JS2 classification and a Meets Expectation Performance Evaluation and performing duties.

JS3 may move to a JS4 after five (5) years in the JS3 classification and Meets Expectation Performance Evaluation and performing duties.

\*\*Judicial Specialist 4 (class code 13418) and Juvenile Court Specialist 4 (class code 13480) will be classifications for current employees so classified. However, there will be no new hires/promotions into this position, i.e., closed job classification.



**APPENDIX B  
Pay Plans**

FY 2024				FY 2025			
Grade		Minimum	Maximum	Grade		Minimum	Maximum
<b>16</b>	annual	\$32,968.00	\$47,632.00	<b>16</b>	annual	\$33,966.40	\$49,067.20
	biweekly	\$1,268.00	\$1,832.00		biweekly	\$1,306.40	\$1,887.20
	hourly	\$15.85	\$22.90		hourly	\$16.33	\$23.59
<b>17</b>	annual	\$34,382.40	\$50,086.40	<b>17</b>	annual	\$35,422.40	\$51,584.00
	biweekly	\$1,322.40	\$1,926.40		biweekly	\$1,362.40	\$1,984.00
	hourly	\$16.53	\$24.08		hourly	\$17.03	\$24.80
<b>18</b>	annual	\$35,776.00	\$52,499.20	<b>18</b>	annual	\$36,857.60	\$54,080.00
	biweekly	\$1,376.00	\$2,019.20		biweekly	\$1,417.60	\$2,080.00
	hourly	\$17.20	\$25.24		hourly	\$17.72	\$26.00
<b>19</b>	annual	\$37,544.00	\$54,932.80	<b>19</b>	annual	\$38,667.20	\$56,576.00
	biweekly	\$1,444.00	\$2,112.80		biweekly	\$1,487.20	\$2,176.00
	hourly	\$18.05	\$26.41		hourly	\$18.59	\$27.20
<b>20</b>	annual	\$39,312.00	\$57,574.40	<b>20</b>	annual	\$40,497.60	\$59,300.80
	biweekly	\$1,512.00	\$2,214.40		biweekly	\$1,557.60	\$2,280.80
	hourly	\$18.90	\$27.68		hourly	\$19.47	\$28.51
<b>21</b>	annual	\$41,038.40	\$60,361.60	<b>21</b>	annual	\$42,265.60	\$62,171.20
	biweekly	\$1,578.40	\$2,321.60		biweekly	\$1,625.60	\$2,391.20
	hourly	\$19.73	\$29.02		hourly	\$20.32	\$29.89
<b>22</b>	annual	\$42,868.80	\$63,252.80	<b>22</b>	annual	\$44,158.40	\$65,145.60
	biweekly	\$1,648.80	\$2,432.80		biweekly	\$1,698.40	\$2,505.60
	hourly	\$20.61	\$30.41		hourly	\$21.23	\$31.32
<b>23</b>	annual	\$44,699.20	\$66,185.60	<b>23</b>	annual	\$46,030.40	\$68,161.60
	biweekly	\$1,719.20	\$2,545.60		biweekly	\$1,770.40	\$2,621.60
	hourly	\$21.49	\$31.82		hourly	\$22.13	\$32.77
<b>24</b>	annual	\$46,633.60	\$69,222.40	<b>24</b>	annual	\$48,027.20	\$71,302.40
	biweekly	\$1,793.60	\$2,662.40		biweekly	\$1,847.20	\$2,742.40
	hourly	\$22.42	\$33.28		hourly	\$23.09	\$34.28

**APPENDIX C**  
**Christmas Eve**

Whenever Christmas Eve falls on a regularly scheduled workday, 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 time off on these days shall not be denied for any reason other than insufficient accrued hours in the employee's paid vacation or compensatory time off accounts.

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

PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES  
LOCAL UNION #2003 IUPAT

Sandy Opstvedt  
Field Representative & Chief Spokesperson  
PPME Local 2003, IUPAT

*Sandy Opstvedt* 4/19/2023  
Signature/Date

Jennifer Daniels  
Judicial Specialist 4  
1<sup>st</sup> Judicial District

Elizabeth Freund  
Judicial Specialist 4  
1<sup>st</sup> Judicial District

Jessica Graham  
Judicial Specialist 4  
1<sup>st</sup> Judicial District

Jennifer Hennen  
Judicial Specialist 4  
1<sup>st</sup> Judicial District

IOWA JUDICIAL BRANCH

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

*Sara Buseman* 4/19/2023  
Signature/Date

Lena Heit  
District Court Administrator  
1<sup>st</sup> Judicial District

Jennifer Bunn  
Assistant District Court Administrator Senior  
1<sup>st</sup> Judicial District

Terrance Campbell  
Chief Juvenile Court Officer  
1<sup>st</sup> Judicial District

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