

*Initial Proposal Public Safety
Date: 11/16/22
Time: 10:00 am*

~~2021-2023~~ 2023-2025

**COLLECTIVE
BARGAINING
AGREEMENT**

**BETWEEN
THE STATE OF IOWA AND
THE AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 61 AFL-CIO**

**MASTER CONTRACT
for the following bargaining unit
PUBLIC SAFETY**

Effective: July 1, 202~~1~~3 through June 30, 202~~3~~5

Notes: If not mentioned, the Union proposes current contract language. The Union explicitly reserves the right to alter, withdraw, add to, and/or amend any part or the entire following proposal.

ARTICLE I AGREEMENT

This Agreement made and entered into this 1st day of July 202~~1~~3, at Des Moines, Iowa, pursuant to the provisions of Chapter 20 of the Code of Iowa, by and between the State of Iowa (hereinafter referred to as the Employer) and the American Federation of State, County, and Municipal Employees, Iowa Public Employees Council 61, AFL-CIO (hereinafter referred to as the Union), and its appropriate affiliated locals, as representatives of employees employed by the State of Iowa, as set forth specifically in Appendix A.

ARTICLE VIII HOURS OF WORK

Section 3 Meal Periods

C. A daily per diem allowance of fifteen dollars (\$15) per day shall be paid to all AFSCME employees covered by this Agreement, who work four (4) or more hours on that day. A second per diem allowance of fifteen dollars (\$15) per day shall be paid to all AFSCME employees covered by this Agreement who work fourteen (14) or more consecutive hours. For purposes of this Section, a standard unpaid meal period shall not break the consecutive hour requirement to qualify for the second per diem. No special documentation shall be necessary to receive this per diem. The Employer and the Council recognize that these officers are required, as a condition of their employment and for the convenience of the Employer, to eat certain meals outside of their homes while on duty. Additionally, if in travel status the employee will receive the current meal reimbursement rates and lodging rates under the current DAS guidelines. To receive travel reimbursement, the employee must submit at a minimum a receipt for their hotel. If all the employee has is meals, they do not need to turn in any receipt.

D. Other than meal expenses covered by a daily per diem, employees shall receive reasonable and actual expenses incurred in the performance of their duties and shall have no annual ceiling. The Employer retains the right to establish reasonable guidelines, rules and regulations governing expense reimbursement.

Section 5 Shift Differential

- A. The Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of ~~seventy five cents (\$0.75)~~ **one dollar and fifty cents (\$1.50)** per hour for any regularly scheduled permanent shift ~~of which four (4) or more hours occurs~~ between 6:00 p.m. and ~~midnight, and a shift differential of eighty cents (\$0.80) per hour for any regularly scheduled permanent shift of which four (4) or more hours occur between midnight and~~ 6:00 a.m. Employees who work rotating shifts on a regularly scheduled permanent basis shall be eligible for shift differential.

ARTICLE IX WAGES AND FRINGE BENEFITS

Section 1 Wages

- A. On the first day of the pay period that includes July 1, 2024~~3~~, employees in the bargaining units covered by this Agreement shall receive a **twelve percent** ~~one and one-tenth (12.1%)~~ across-the-board pay increase.

All employees eligible for negotiated within-range step increases shall receive automatic step increases in accordance with their eligibility date. The new rate of pay shall start on the first day of the pay period in which the employee's eligibility date occurs. The current procedure used in Regents will continue as it currently exists. The step increases shall be automatic **seven** ~~four and one-half~~ percent (**7**~~4.5~~%) within-grade increases in accordance with their eligibility date.

- B. 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 ~~twelve percent one and one-tenth (12.1%)~~ across-the-board pay increase.

All employees eligible for negotiated within-range step increases shall receive automatic step increases in accordance with their eligibility date. The new rate of pay shall start on the first day of the pay period in which the employee's eligibility date occurs. The current procedure used in Regents will continue as it currently exists. The step increases shall be automatic ~~seven four and one-half~~ percent (~~74.5%~~) within-grade increases in accordance with their eligibility date.

C. All Regents employees eligible for negotiated within-range increases shall receive automatic within-grade increase of ~~seven four and one-half~~ percent (~~74.5%~~) accordance with their eligibility date. In addition, employees who are promoted, demoted, reclassified, assigned special duties, or lead workers will have their pay set based upon the administrative rules of the Regent Merit System with the value of a step equal to ~~seven four and one-half~~ percent (~~74.5%~~).

F. All employees who are members of the bargaining unit as of July 1, 2021, shall receive a within-grade step increase of ~~seven four and one-half~~ percent (~~74.5%~~) and shall have their step movement eligibility date adjusted to July 1. All employees entering the bargaining unit after July 1, 2021, shall have their step movement eligibility date set consistent with their date of hire.

G. **Longevity increases in the hourly wage rate will be given in the amount of twenty-five cents (\$.25) for every five (5) years of continuous full-time employment with in the bargaining unit, up to the maximum of one dollar (\$1.00).**

Section 2 Deferred Compensation

For employees who are eligible for Internal Revenue Code Section 457 Deferred Compensation, the Employer shall match contributions one dollar (\$1.00) for each one dollar (\$1.00) contributed by the employee up to a maximum of ~~one hundred fifty seventy-five~~ dollars (~~\$15075.00~~) per month.

Section 4 Health Benefits -

ARTICLE IX WAGES AND FRINGE BENEFITS

Section 4 Health Benefits

A. Group Plans and Contributions.

1. Iowa Choice

a. Single Plan An Employee selecting the Iowa Choice single plan shall contribute \$~~5456~~56.00 a month toward the Plan. The State agrees to contribute the remaining portion for the Iowa Choice single plan premium. ~~Starting January 1, 2022, an Employee choosing the Iowa Choice single plan shall contribute 7.00% of the Iowa Choice total single plan premium.~~ The State agrees to contribute the remaining portion for the Iowa Choice single plan premium.

b. Family Plan An Employee selecting the Iowa Choice family plan shall contribute \$~~1879~~79.00 a month toward the Plan. The State agrees to contribute the remaining portion for the Iowa Choice family plan premium. ~~Starting January 1, 2022, an Employee choosing the Iowa Choice family plan shall contribute 10.00% of the Iowa Choice total family plan premium.~~ The State agrees to contribute the remaining portion for the Iowa Choice family plan premium.

2. National Choice

a. Single Plan An Employee selecting the National Choice single plan shall contribute \$~~1359~~59.00 a month toward the Plan. The State agrees to contribute the remaining portion for the National Choice single plan premium. ~~Starting January 1, 2022, an Employee choosing the National Choice single plan shall contribute 15.38% of the National Choice total single plan premium.~~ The State agrees to contribute the remaining portion for the National Choice single plan premium.

b. Family Plan an Employee selecting the National Choice family plan shall contribute \$~~37042~~42.00 a month toward the Plan. The State agrees to contribute the remaining portion for the National Choice family plan. ~~Starting January 1, 2022, an Employee choosing the National Choice family plan shall contribute 17.40% of the National Choice total family plan premium.~~ The State agrees to contribute the remaining portion for the National Choice family plan premium.

Family plans will be available to Domestic Partners, provided they meet requirements set forth by the State and its carriers. The State will pay the State's contribution toward family premium. Any forms or affidavits will not be made part of this contract.

Should the monthly premium for any family health plan option be reduced during this Agreement, the State and the employees will contribute the ~~same percentages of~~ total monthly premium paid in the prior year. The State's contribution for a MCO not previously offered will be the State's contribution to Iowa Choice.

Section 6 Board of Regents Health and Dental Benefits

(d) Plan Premium Rate Changes. **The employees will have no additional increases in premiums or reductions of benefits for the life of this contract.** ~~Bargaining unit employees will be charged under the same premium rate structures under the plans as other University employees and such rates may be changed on an annual basis to reflect changes in the cost of such plans. Furthermore, bargaining unit employees will receive contributions from the Employer consistent with contribution elements outlined in this Part.~~

DOT MVE and UNI add an employee/spouse coverage option

Section 5 Dental Benefits

The State agrees to provide dental benefits to all eligible bargaining unit members consistent with current benefits as of January 1, ~~2023~~¹. The State shall contribute the full cost of single coverage for a full-time employee. The State will meet and confer with the bargaining unit if there is a material change in the benefits plan.

If a full-time employee elects a family plan, the State shall contribute ~~seventy-eight~~ ~~fifty~~ percent (~~78~~~~50~~%) of the family premium. Family plans will be available to Domestic Partners, provided they meet requirements set forth by the State and its carriers. The State will pay the State's contribution toward family premium. Any forms or affidavits will not be made part of this contract.

Section 9 Sick Leave

A. Payment of Sick Leave Upon Retirement and Accrual for Non-Regents Employees and Regents employees who elect. Employees will receive the following sick leave provisions

All non-temporary, non-Regents employees working a full-time schedule shall accrue sick leave in accordance with the following:

Section 13 Uniforms / Clothing Maintenance Allowance

All Bargaining Unit Employees shall receive all Uniform(s) and Leather equipment needed to perform their assigned duties. The Employer also agrees to provide a ~~reimbursable~~ reimbursement for tailoring and cleaning allowance of up to four hundred dollars (\$400.00) annually in July. Additionally, non-uniformed employees shall receive a clothing reimbursement of up to six hundred dollars (\$600.00) annually in July to be utilized for the purchase of clothing.

Regents institutions bargaining unit employees shall receive all Uniform and Leather equipment needed to perform their assigned duties. Each Institution provides for tailoring and cleaning service for Uniforms. Additionally, non-uniformed employees shall receive a clothing reimbursement of up to six hundred dollars (\$600.00) annually in July to be utilized for the purchase of clothing.

New Section: Paid Parental Leave (PPL)

Purpose of this Section: This section is established to provide paid leave benefits to support and ease the burden on employees with growing families. PPL is intended to provide an opportunity for permanent State Safety employees to take up to a maximum of six (6) weeks of paid leave to provide care immediately following the birth or adoption of a minor child. Approved PPL pay is available following the first two (2) weeks of leave for a qualified absence.

Eligibility: Employees must qualify and be approved for Family Medical Leave Act (FMLA) leave in order to be eligible for PPL.

Employees shall only be eligible to utilize PPL during the approved continuous FMLA leave period and PPL must be taken in one continuous period of up to six (6) weeks. Employees shall not be eligible for more than six (6) weeks of PPL in a one-year period.

Effective Date and Triggering Event: Eligibility for taking PPL for birth or adoption of a child shall begin on the date of the birth of an employee's child or on the day on which custody is taken by the employee for adoption placement. If travel is required, leave may begin upon the first day of travel. In the case of adoption, the employee must be the legal guardian of, and reside in the same household with, the newly adopted child to be eligible. If an employee adopts multiple children, the event shall be considered as a single qualifying event and will not serve to increase the length of leave for the employee, so long as the children are adopted within six weeks of each other.

Leave Requests: Employees who desire to use such leave for the birth or adoption of a child are required to apply in writing at least thirty (30) days in advance or within five (5) workdays of the onset of the leave in cases where the need for leave is unforeseeable.

Leave and Benefit Amount: Approved PPL pay will be available after two (2) weeks of leave for the qualified absence. The employee must use applicable accruals during the first two (2) weeks of leave. The six (6) weeks of PPL shall be paid at one hundred percent (100%) of the employee's regular rate of pay. For the duration of the PPL, employees are eligible to receive all employer-paid benefits and accrue all forms of leave at their regular accrual rates.

ARTICLE XI MISCELLANEOUS

Section 2 Training

Field training officer (FTO)/Police training officer (PTO) will receive an Incentive of 10% of their hourly wage for field training/Police training.

Instructors will receive an incentive of 5% of their hourly wage for instruction.

ARTICLE XII HEALTH AND SAFETY

Section 4 Uniforms

D. All DOT/MVE/Regents (at the employer's cost) will receive Official Law enforcement IDs

TERMINATION OF AGREEMENT

The terms and conditions of this Agreement shall continue in full force and effect commencing on July 1, 202~~13~~3, and terminating on June 30, 202~~35~~5, 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.

Negotiations for a new Agreement shall commence on or before November 30, 202~~24~~4. In the event the parties fail to reach an agreement by January 1, 202~~35~~5, mediation shall be requested. In the event the parties are still at impasse on February 1, 202~~35~~5, 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, 202~~35~~5. The parties may mutually agree to eliminate or modify any of the above impasse procedures.

**APPENDIX A
PAYGRADES AND CLASSIFICATIONS**

Public Safety

001

GENERAL GOVERNMENT

<u>Class Code</u>	<u>Pay Grade</u>	<u>Class Title</u>	<u>Bargaining Unit</u>
86340	31	Motor Vehicle Investigator	
86360	29	Motor Vehicle Officer	
86361	31	Motor Vehicle Sergeant	

All Department of Transportation Classes listed above receive premium overtime.

Effective July 1, 202~~1~~3

Pay Grade	Annual Minimum	Annual Maximum	Bi-Weekly Minimum	Bi-Weekly Maximum	Hourly Minimum	Annual Maximum
29	\$56,732.52	\$84,240.00	\$2,182.02	\$3,240.00	\$27.28	\$40.50
31	\$61,380.28	\$92,747.20	\$2,360.78	\$3,567.20	\$29.51	\$44.59

Effective July 1, 202~~2~~4

Pay Grade	Annual Minimum	Annual Maximum	Bi-Weekly Minimum	Bi-Weekly Maximum	Hourly Minimum	Annual Maximum
29	\$57,356.58	\$85,166.64	\$2,206.02	\$3,275.64	\$27.58	\$40.95
31	\$62,055.46	\$93,767.42	\$2,386.75	\$3,606.44	\$29.83	\$45.08

Increase pay grade

For purposes of this Agreement, the above referenced pay grades include 12~~11~~% increases effective July 1, 202~~1~~3, and July 1, 202~~2~~4.

REGENTS

Class Code	Pay Grade	Class Title
7512	316	Police Officer I
7513	317	Police Officer II
7514	318	Police Officer III
7541	319	Community Outreach Specialist
7521	319	Police Sergeant

Effective July 1, ~~2023~~

Grade	Pay Basis	07/01/202 3 Minimum	07/01/202 3 Maximum
316	Annual	\$51,962.32	
317	Annual	\$54,264.88	
318	Annual	\$56,707.84	\$80,116.56
319	Annual	\$61,250.00	\$85,000.00

Effective July 1, ~~2024~~

Grade	Pay Basis	07/01/202 4 Minimum	07/01/202 4 Maximum
316	Annual	\$52,533.90	
317	Annual	\$54,861.79	
318	Annual	\$57,331.62	\$80,997.84
319	Annual	\$61,923.75	\$85,935.00

For the purpose of this Agreement and prior to across the board increase, the class code 7513 Pay Grade 318 will be upgraded to the same minimum and maximum wages as the class code 86360 pay grade 29 and the class code 7521 Pay Grade 319 will be upgraded to the same minimum and maximum wages as the class code 86361 pay grade 31

For purposes of this Agreement, the above referenced pay grades include 12% increases effective July 1, 2023, and July 1, 2024.

APPENDIX C MOTOR VEHICLE ENFORCEMENT

1. Upon retirement from the Motor Vehicle Enforcement Bureau or the Bureau of Investigation & Identity Protection, the Department will issue the retired officer identification pursuant to the Law Enforcement Officers Safety Act of 2004.
2. **DOT Motor Vehicle may swap two (2) days off in a 30-day rolling period.**
3. **Eight (8) hours off minimum between work periods.**

APPENDIX D BOARD OF REGENTS (BOR)

B. Iowa State University

Employees in this Bargaining Unit, when working special events or athletic events, shall be paid one and one-half (1½) times their rate of pay for all hours worked.

Overtime equalization, scheduling and distribution, including mandated overtime, will be discussed and agreed upon at the local level per each institution and by mutual agreement between the parties.

Scheduled shifts at the Hospital are considered Overtime and not Special Assignment.

Compensatory time may be accumulated for working special events

C. University of Iowa

Employees in this Bargaining Unit, when working special events or athletic events, shall be paid one and one-half (1½) times their rate of pay for all hours worked.

Overtime equalization, scheduling and distribution, including mandated overtime, will be discussed and agreed upon at the local level per each institution and by mutual agreement between the parties.

Compensatory time may be accumulated for working special events