

State of Iowa's Initial Proposal
December 1, 2022 – 10:00 p.m.

~~2021~~23 - ~~2023~~25

**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, 20~~21~~23 through June 30, 20~~23~~25

Note: Throughout the course of these negotiations, the State reserves the right to add to, subtract from, and/or revise this proposal.

**ARTICLE I
AGREEMENT**

[Current Contract Language]

**ARTICLE II
RECOGNITION AND UNION SECURITY**

[Current Contract Language]

**ARTICLE III
MANAGEMENT RIGHTS**

[Current Contract Language]

**ARTICLE IV
GRIEVANCE PROCEDURE**

Sections 1 through 8

[Current Contract Language]

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. The employee who alleges that such action was not based upon just cause may appeal a suspension or discharge taken by the Employer beginning with Step 2 of the grievance procedure. All other disciplinary action shall begin with Step 1 of the grievance procedure.

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

Suspensions, written reprimands, clarifications of expectations, or other similar memoranda shall be removed from the employee's personnel file after ~~one (1)~~ two (2) years provided no further disciplinary action has been taken against the employee.

The Employer shall provide written notification to affected employees prior to beginning an investigation into allegations of child abuse pursuant to Chapter 235A of the Code of Iowa and

allegations of dependent adult abuse pursuant to Chapter 235B of the Code of Iowa and at the conclusion of such investigation.

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

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

If the employee is suspended under number two (2) above, the employee shall be in pay status at their current rate of pay. If the investigation has not been completed within twenty-one (21) calendar days, the Employer will provide the steward who was involved in the investigation (if applicable) and the local Union President with a report regarding the status of the investigation. Additional reports will be provided on a periodic twenty-one (21) day basis thereafter. 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 of the disciplinary action or measure imposed may be provided to the Union by electronic communication with an acknowledgement of receipt. The Local Union and Management may agree upon processes for distributing written notices. If the Local Union and Management have a procedure for distributing written notices that is currently in place, this procedure will continue unless the Local Union and Management mutually agree to change the procedure.

Sections 10 through 13

[Current Contract Language]

ARTICLE V SENIORITY

[Current Contract Language]

ARTICLE VI LAYOFF PROCEDURE

[Current Contract Language]

ARTICLE VII

TRANSFERS

[Current Contract Language]

ARTICLE VIII HOURS OF WORK

Section 1 Work Schedules

[Current Contract Language]

Section 2 Overtime

A. Definitions

1. **Overtime:**

Time that an employee works in excess of their regularly scheduled shift. For purposes of this section, overtime includes any hours worked on a scheduled day off.

2. **Work Period:**

A regularly recurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods.

B. Overtime Compensation

Overtime shall be compensated at a premium rate of one and one-half (1-1/2) the employee's base hourly pay or actual overtime hours worked, whichever is applicable. The Board of Regents institutions will make adjustments to their pay policies and procedures to implement this section, if necessary. Payment shall be made in either cash or compensatory time as follows:

1. Overtime pay shall be paid to the employee as follows:

- a. Employees who receive Monthly paychecks – within two (2) weeks following the end of the pay period.
- b. Employees who receive Semi-monthly paychecks – shall be paid on the employees next semi-monthly pay check.
- c. Employees who receive bi-weekly paychecks – shall be paid on the employees next bi-weekly pay check.

2. 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.

3. Compensatory time can only be accumulated to one hundred sixty (160) hours. Any hours over one hundred sixty will be paid out in cash. All Bargaining Unit employees will be allowed to carryover one hundred sixty (160) of Compensatory time from one fiscal year to the next.

4. A request can be made by the employee for a payout in cash of any accumulated compensatory time. There must be at least a two (2) week notice to the personnel office. The money will be included in the pay check for the pay period during which the request is made.

5. Compensatory time may be carried over into a new State fiscal year; however, the Employer may designate other than the State's fiscal year for purposes of utilization of compensatory time. For those work units where other than the State's fiscal year is utilized, the Employer will so notify the Union. Compensatory time due an employee at the end of the State's fiscal year, or other designated year where applicable, shall be paid out in cash.
6. Compensatory time off shall be granted at the request of the employee with the approval of the Appointing Authority or his/her designee. Compensatory time off shall be granted at the convenience of the employee, whenever possible, consistent with the staffing needs of the agency.

C. Scheduling of Overtime

See Appendix D for Regents overtime equalization.

1. Overtime will always be offered by asking for volunteers first and then will be awarded to the most senior employee(s). If mandating of overtime is necessary it shall be done by inverse seniority.
2. The Employer will, as far as practicable, distribute overtime on an equal basis by seniority among those employees in that classification assigned to the work unit who normally perform the work involved. **Additionally, the Employer may consider overtime offered and not worked, geographic constraints, training needs, and emergency circumstances when distributing overtime. Statewide emergency events will begin at the first call out and run for 72 hours. Local emergency events will begin at the first call out and run for 24 hours.**
3. Overtime opportunities shall be accumulated. Offered overtime not worked shall be considered time worked for purposes of overtime distribution. (~~See Appendix D for Regents overtime equalization.~~)
4. Upon request, the Union may review overtime equalization records.
5. When an employee is on vacation, they will not be mandated for overtime hours, unless there is a bona fide emergency, as determined by the Employer.
6. For purposes of overtime equalization, if an employee has not notified the Employer in writing that he/she will not be available for overtime on vacation, and if the Employer is not able to contact the employee and they can verify by phone record or other documentation that reflect the attempted contract, then the employee will be recorded as having declined to work overtime. **Overtime eligible employees shall provide one (1) contact phone number to the Employer for the Employer to use in the event the Employer must notify the employee of an overtime opportunity.**
7. **Bureau of Motor Vehicle Enforcement**
 - a. **If an overtime opportunity cannot be filled by employees in the work unit, the Employer may mandate overtime to employees within 60 air miles of the work unit.**
 - b. **The following hours will be included in overtime equalization calculations:**
 - Assigned**
 - Escort time**

HP grant

Declined overtime/failure to respond to overtime opportunities

c. The following hours will not be included in overtime equalization calculations:

Call out emergency

Escort emergency

Employee specific

End of shift

Training

Winter/snow and ice removal assistance

8. Bureau of Investigation and Identity Protection

a. The following hours will be included in overtime equalization calculations:

Assigned

Escort time

HP grant

Declined overtime/failure to respond to overtime opportunities

b. The following hours will not be included in overtime equalization calculations:

Call out emergency

Escort emergency

Employee specific

End of shift

Training

Winter/snow and ice removal assistance

D. Pyramiding Prohibited

Payment of overtime at a premium rate shall not be compounded or paid in addition to any other premium rate paid for work incurred during the same work period. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked. Holidays which fall on an employee's regularly scheduled work day will be counted for the purpose of computing overtime eligibility.

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

E. Employees Returning From Leaves of Absence

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

Section 3 through 9
[Current Contract Language]

ARTICLE IX
WAGES AND FRINGE BENEFITS

Section 1 Wages

- A. On the first day of the pay period that includes July 1, 2023~~1~~, employees in the bargaining units covered by this Agreement shall receive a **three percent** ~~one and one-tenth (3.01.1%)~~ 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 four and one-half percent (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~~2~~, employees in the bargaining units covered by this Agreement shall receive a **three percent** ~~one and one-tenth (3.01.1%)~~ 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 four and one-half percent (4.5%) 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 four and one-half percent (4.5%) in 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 four and one-half percent (4.5%).
- D. All employees in classifications recommended for a pay grade increase who are currently paid above the minimum of the class shall be placed at the same percent above the minimum of the new pay grade as the employee was receiving within the prior pay grade.
- E. No person brought into an AFSCME bargaining unit by stipulation by the parties, action by PERB, or by operation of law shall suffer any loss of salary or salary potential as a result of inclusion in the AFSCME bargaining unit.

- C. All employees who are members of the bargaining unit as of July 1, 2021, shall receive a within-grade step increase of four and one-half percent (4.5%) 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.

Sections 2 through 13

[Current Contract Language]

**ARTICLE X
LEAVES OF ABSENCE**

[Current Contract Language]

**ARTICLE XI
MISCELLANEOUS**

[Current Contract Language]

**ARTICLE XII
HEALTH AND SAFETY**

[Current Contract Language]

**ARTICLE XIII
GENERAL**

[Current Contract Language]

TERMINATION OF AGREEMENT

The terms and conditions of this Agreement shall continue in full force and effect commencing on July 1, 2023~~1~~, and terminating on June 30, 2025~~3~~, 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, 2022. In the event the parties fail to reach an agreement by January 1, 2023, mediation shall be requested. In the event the parties are still at impasse on February 1, 2023, 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, 2023. The parties may mutually agree to eliminate or modify any of the above impasse procedures.~~

**APPENDIX A
 PAYGRADES AND CLASSIFICATIONS**

Adjust consistent with agreed upon ATB increases.

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, 2023¹

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, 2024²

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

For purposes of this Agreement, the above referenced pay grades include 1.1% increases effective July 1, 2021, and July 1, 2022.

REGENTS

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

Effective July 1, 2021

Grade	Pay Basis	07/01/2021 Minimum	07/01/2021 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, 2022

Grade	Pay Basis	07/01/2022 Minimum	07/01/2022 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

**APPENDIX B
ORGANIZATIONAL AND EMPLOYING UNITS**

[Current Contract Language]

**APPENDIX C
MOTOR VEHICLE ENFORCEMENT**

1. [Current Contract Language]
2. **Recruitment or retention payments. A payment to a job applicant or an employee may be made for recruitment or retention reasons. The DOT shall first submit a written explanation to the COO of DAS-HRE prior to any payment being made. As a condition of receiving recruitment or retention pay, the recipient must sign an agreement to continue employment with the DOT to be commensurate with the amount of the payment. If the recipient is terminated for cause or voluntarily leaves state employment, the recipient will be required to repay the DOT for the proportionate amount of the payment for the time remaining and it will be recouped from the final paycheck. If the recipient changes employment to another state agency, a repayment schedule must be approved by the DOT and the COO of DAS-HRE. Recoupment will be coordinated between the DOT, the receiving state agency, and the DAS to ensure the proper reporting of taxes.**
3. **Mandatory Physical Fitness Training. A physical fitness testing program is mandatory for employees of the DOT Motor Vehicle Enforcement Bureau and Bureau of Investigation & Identity Protection. The testing shall be a part of a physical fitness program (Program) agreed to by the parties and set forth in DOT work rules. The parties will meet to discuss the Program at least on an annual basis. Changes to the Program will be made in writing and only upon mutual consent of the parties. The Program will not be subject to the grievance/arbitration process set forth in this Agreement unless the grievance relates to any discipline received due to a failure to successfully complete the Program.**

**APPENDIX D
BOARD OF REGENTS (BOR)**

[Current Contract Language]