

~~2023~~ 2025 – ~~2025~~ 2027

**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 units
BLUE COLLAR
CLERICAL
COMMUNITY BASED CORRECTIONS
EDUCATION
PROFESSIONAL FISCAL & STAFF
PATIENT CARE
SECURITY
TECHNICAL**

Effective: July 1, ~~2023~~2025 through June 30, ~~2025~~2027

**ARTICLE I
BASE WAGES**

Section 1 Base Wages

A. On the first day of the pay period that includes July 1, ~~2023~~**2025**, employees in the bargaining units covered by the Agreement shall receive a ~~three percent~~ **six percent** (~~3.0%~~ **6.0%**) across-the-board pay increase.

B. On the first day of the pay period that includes July 1, ~~2024~~**2026**, employees in the bargaining units covered by this Agreement shall receive a ~~three percent~~ **six percent** (~~3.0%~~ **6.0%**) across-the-board pay increase.

Section 2 Payday

A. General government employees shall be paid on a bi-weekly basis. Each employee may choose among the options currently provided by the employing unit for receiving paychecks. The Employer will take reasonable measures within its control to ensure that employees' paychecks are received in a timely fashion. (DAS-GSE, see Appendix B)

B. BOR employees who are currently paid in equal monthly paychecks with no lag in pay shall continue to be paid in this manner. The number of regular work hours in the calendar year shall be multiplied by the hourly rate to calculate the annual salary. The annual salary shall be divided by twelve (12) to calculate the monthly paycheck. All other calculations with respect to employee's pay shall remain unchanged. BOR employees who are currently paid semi-monthly will continue to be paid semi-monthly. All other calculations with respect to employee's pay shall remain unchanged.

C. The Employer will not require bargaining unit employees employed before July 1, 2009, to direct deposit their paychecks. The Employer agrees to comply with 91A of the Code of Iowa.

**APPENDIX A PAYGRADES AND CLASSIFICATION
PAYGRADES AND CLASSIFICATIONS**

Clerical	001
Technical	002
Blue Collar	003
Professional Fiscal & Staff	004
Security/Community Based Corrections	006
Education	010
Patient Care	011

GENERAL GOVERNMENT

All Job Classifications shall be raised four (4) pay grades on July 1

<u>Class Code</u>	<u>Pay Grade</u>	<u>Class Title</u>	<u>Barg Unit</u>
04796	32	Account Consultant	004
00311	26	Accountant 2	004
00312	30	Accountant 3	004
00309	22	Accountant/Auditor 1	004
00305	14	Accounting Clerk 1	001
00306	17	Accounting Clerk 2	001
00307	19	Accounting Clerk 3	001
00290	17	Accounting Technician 1	002
00292	20	Accounting Technician 2	002
00294	23	Accounting Technician 3	002
02105	18	Activities Aide	002
02107	19	Activities Assistant	002
02110	25	Activities Specialist 1	011
82110	25	Activities Specialist 1	011
02111	28	Activities Specialist 2	011
82111	28	Activities Specialist 2	011
00464	30	Actuarial Assistant	004
00465	33	Actuary	004
00708	21	Administrative Assistant 1	002
00709	24	Administrative Assistant 2	002
31513	35E	Administrative Consultant	010
31514	38E	Administrative Consultant Voc Rehab 1	010
31515	45E	Administrative Consultant Voc Rehab 2	010
31516	47E	Administrative Consultant Voc Rehab 3	010

00790	35	Administrative Law Judge 1	004
00791	38	Administrative Law Judge 2	004
04540	31	Adult Services Monitor	004

03313	24	Affirmative Action Compliance Officer 1	004
03314	28	Affirmative Action Compliance Officer 2	004
05120	27	Agriculture Compliance Investigator	006
05134	27	Agriculture Marketing Specialist	004
05144	24(-3)	Agriculture Products Inspector	006
87114	21	Air Base Security Officer	006
07130	23	Airport Firefighter	006
00630	29	Appellate Defender 1	004
00631	34	Appellate Defender 2	004
00632	38	Appellate Defender 3	004
05140	19	Apiary Inspector	006
04363	25	Architectural Technician 1	002
04364	27	Architectural Technician 2	002
20583	21	Arts Programmer 1	004
20585	24	Arts Programmer 2	004
20574	28	Arts Programmer 3	004
04308	21	Assistant Soils Party Chief	002
04325	23	Assistant Survey Party Chief	002
14760	22	Assistant Videographer	004
00643	29	Attorney 1	004
00644	33	Attorney 2	004
00645	38	Attorney 3	004
02138	26	Audiologist	011
08365	14	Automotive Service Worker	003
07225	14	Baker	003
08510	13	Bindery Worker	003
08430	26	Boiler Inspector	006
02585	22	Braille Transcriber	002
08133	23	Bridge Inspector 1	002
08137	27	Bridge Inspector 2	002
00721	23	Budget Analyst 1	004
00722	26	Budget Analyst 2	004
00723	30	Budget Analyst 3	004
14804	25	Building/Manufactured Housing Inspector	002
00817	26	Business Marketing Specialist - Workforce Development	004
07240	13	Canteen Clerk	003
07245	15	Canteen Operator	003
08040	19#	Carpenter 1	003
08041	21#	Carpenter 2	003

01037	25	Certified Vocational Instructor	002
00011	12	Clerk	001
00017	14	Clerk Advanced	001
00018	18	Clerk Specialist	001
07344	26	Clinical Dietitian	011
00656	35	Commercial Attorney	004
04715	24	Communications Center Specialist 1	002
04717	26	Communications Center Specialist 2	002
04735	22	Communications Technician 1	002
04736	25	Communications Technician 2	002
04737	27	Communications Technician 3	002
02060	30E	Community Health Consultant	010
00640	29	Compliance Officer 1	004
00641	32	Compliance Officer 2	004
04320	24	Construction Technician	002
04319	19	Construction Technician Assistant	002
04321	26	Construction Technician Senior	002
08000	20	Control Center Operator	002
07220	14	Cook 1	003
07221	17	Cook 2	003
87313	23	Correctional Building Services Coordinator	003
85032	25	Correctional Farm Manager	003
87237	24	Correctional Food Service Coordinator	003
86406	23	Correctional Officer	006
88018	23#	Correctional Trades Leader	003
08605	17#	Cosmetologist	002
06019	24	Criminal Intelligence Analyst	004
06020	27	Criminal Intelligence Analyst Senior	004
06021	30	Criminal Intelligence Analyst Advanced	004
07015	18	Custodial Assistant	003
07010	15	Custodial Leader	003
07005	13	Custodial Worker	003
05112	22	Dairy Products Inspector	006
00748	35	Data Warehouse Analyst	004
02220	17	Dental Assistant	002
82220	17	Dental Assistant	002
02222	28	Dental Hygienist	011
82222	28	Dental Hygienist	011
00639	38	Deputy Workers Compensation Commissioner	004

04371	26	Design Technician	002
04370	18	Design Technician Associate	002
04372	28	Design Technician Specialist	002
04016	27	Disaster Project Specialist 1	004
04017	30	Disaster Project Specialist 2	004
02425	25	Disease Prevention Specialist	006
08390	27	District Mechanic	003
08205	16	Driver	003
06298	17	Driver & Ident. Serv. Center Assoc.	001
06299	20	Driver & Ident. Serv. Center Spec.	001
06300	23	Driver & Ident. Serv. Center Consultant	006
06302	26	Driver's License Hearing Officer	002
03251	20	Drug Abuse Counselor 1	002
83251	20	Drug Abuse Counselor 1	002
03252	23	Drug Abuse Counselor 2	002
83252	23	Drug Abuse Counselor 2	002
01005	18	Education Aide	002
01071	32E	Education Program Consultant	010
01013	25E	Educator	010
01015	26E	Educator	010
01015	27E	Educator	010
08328	29	Electrical Inspector	006
08028	28	Electrical Maintenance Specialist	003
08326	25#	Electrician	003
88326	25#	Electrician	003
04742	28	Electronic Engineer Technician	002
84742	28	Electronic Engineer Technician	002
08672	21	Electronics Technician	003
88672	21	Electronics Technician	003
00675	30(-4)	Elevator/Amusement Ride Inspector	006
00888	25	Employer Liability Specialist	004
08004	25	Energy Management Technician	002
14756	24	Engineer 2	002
04380	21	Engineering Office Assistant 1	002
04381	24	Engineering Office Assistant 2	002
04385	27	Engineering Operations Technician	004
04323	29	Engineering Technician Senior	002
02427	33	Epidemiologist	004
02428	36	Epidemiologist Senior	004
08111	20	Equipment Operator	003

08113	22	Equipment Operator Senior	003
06015	23	Evidence Technician	002
00710	29	Executive Officer 1	004
80710	29	Executive Officer 1	004
00711	32	Executive Officer 2	004
80711	32	Executive Officer 2	004
00712	35	Executive Officer 3	004
00713	38	Executive Officer 4	004
00714	41	Executive Officer 5	004
08012	22	Facilities Maintenance Coordinator	003
85015	20	Farm Leader	003
00327	26	Field Auditor	004
06030	22	Fingerprint Technician	002
14808	31	Fire Service Coordinator	004
14806	21	Fire Service Technical Assistant	003
00720	32(-5)	Fiscal & Policy Analyst	004
00719	35(-3)	Fiscal & Policy Analyst Senior	004
07200	13	Food Service Worker	003
02203	20	Forensic Autopsy Technician	002
02202	17	Forensic Morgue Attendant	002
08039	16#	Furniture Upholsterer	003
15052	23	Gaming Representative 1	004
15053	27	Gaming Representative 2	004
08115	26	Garage Operations Assistant	003
04401	19	Geological Technician	002
08518	22	Graphic Artist	002
04524	33	Health Facilities Officer 1	004
04538	31	Health Facilities Surveyor	004
02230	29	Health Professions Investigator	004
08230	18#	Heavy Equipment Operator	003
08121	20	Highway Technician Associate	003
08122	22	Highway Technician	003
08123	24	Highway Technician Senior	003
01337	28	Historical Program Specialist	004
08330	25#	HVAC Coordinator	003
88330	25#	HVAC Coordinator	003
08323	23#	HVAC Technician	003
88323	23#	HVAC Technician	003
08646	24	ICN Audio-Video Technician	002
04792	33	ICN Business Development Manager	004

00750	21	Information Specialist 1	004
00751	25	Information Specialist 2	004
00754	30	Information Specialist 3	004
00160	45(-9)	Information Technology Enterprise Expert	004
00118	23	Information Technology Specialist 1	004
00119	26	Information Technology Specialist 2	004
00120	29	Information Technology Specialist 3	004
00121	32	Information Technology Specialist 4	004
00122	35	Information Technology Specialist 5	004
00114	14	Information Technology Support Worker 1	001
00115	17	Information Technology Support Worker 2	001
00116	19	Information Technology Support Worker 3	001
00117	21	Information Technology Support Worker 4	001
07215	13	Ingredient Room Worker 1	003
07216	15	Ingredient Room Worker 2	003
87113	21	Installation Security Officer	006
00452	26	Insurance Claims Investigator	004
00444	27	Insurance Company Examiner	004
00445	30	Insurance Company Examiner Senior	004
00447	33	Insurance Company Examiner Specialist	004
00448	35	Insurance Company Examiner Specialist 2	004
00454	30	Insurance Complaint Analyst	004
00455	30	Insurance Policy Analyst	004
00453	28	Insurance Program Specialist	004
00335	29	Internal Auditor	004
00695	23	Investigator 1	004
00696	26	Investigator 2	004
80696	26	Investigator 2	004
00697	28	Investigator 3	004
80697	28	Investigator 3	004
00881	23	Job Insurance Quality Auditor 1	004
00882	26	Job Insurance Quality Auditor 2	004
20639	30	Justice Systems Analyst	004
00905	27	Key Account Executive	004
00870	22	Labor Market Research Economist 1	004
00871	26	Labor Market Research Economist 2	004
00872	28	Labor Market Research Economist 3	004
05166	16	Laboratory Assistant 2	002
07305	15	Laundry Worker 1	003
07306	16	Laundry Worker 2	003

00638	17	Law Clerk	002
06069	32E	Law Enforcement Academy Training Coordinator	010
06068	30E	Law Enforcement Instructor	010
06077	33E	Legal Instructor	010
01315	25E	Librarian 1	010
01316	27E	Librarian 2	010
01310	17	Library Associate	002
01319	29E	Library Consultant	010
01313	22	Library Resources Technician	004
02002	26	Licensed Practical Nurse	002
82002	26	Licensed Practical Nurse	002
15051	20	Licensing Assistant	001
05117	21	Livestock Inspector	006
08635	20#	Locksmith	003
02600	26	Long Term Care Ombudsman	004
00925	32	Lottery Communications Coordinator	004
00915	24	Lottery District Sales Representative	004
08305	24#	Machinist	003
00260	13	Mail Clerk 1	003
00261	15	Mail Clerk 2	003
08010	19	Maintenance Leader	003
08016	19#	Maintenance Repairer	003
08005	14	Maintenance Worker 1	003
08006	16	Maintenance Worker 2	003
00733	22	Management Analyst 1	004
00734	26	Management Analyst 2	004
00736	30	Management Analyst 3	004
00737	33	Management Analyst 4	004
08042	19#	Mason	003
14716	24	Master Control Operations Technician	002
14717	27	Master Control Operations Technician Senior	002
04343	24	Materials Fabrication Inspector 1	002
04344	26	Materials Fabrication Inspector 2	002
04342	22	Materials Technician 3	002
04345	26	Materials Technician 4	002
04353	28	Materials Technician 5	002
05126	21	Meat Inspector	006
08375	22#	Mechanic	003

08370	19#	Mechanic Helper	003
02205	19	Medical Laboratory Technician	002
00699	29	Medicolegal Death Investigator	004
05104	29	Meteorologist	002
01338	16	Museum Assistant	002
01333	18	Museum Guide	002
01330	25	Museum Technician	002
05301	20	Natural Resources Technician 1	002
05331	23	Natural Resources Technician 2	002
02021	31	Nurse Clinician	011
52021	31	Nurse Clinician	011
02027	36	Nurse Practitioner	011
02026	32	Nurse Specialist	011
05005	15	Nursery Worker 1	003
05006	19	Nursery Worker 2	003
02045	32	Nursing Standards Representative	004
02000	20	Nursing Unit Coordinator	001
82000	20	Nursing Unit Coordinator	001
02118	28	Occupational Therapist 1	011
02117	20	Occupational Therapy Assistant	002
14749	22	Operations Assistant	004
08043	19#	Painter 1	003
08044	21#	Painter 2	003
15004	23	Paralegal	002
05335	26	Park Manager	002
08140	18	Parts Worker	003
05145	27	Pesticide Investigator	006
02226	35	Pharmacist	011
02225	16	Pharmacy Assistant	002
02228	37	Pharmacy Consultant	004
02227	19	Pharmacy Technician	002
08516	22	Photographer	002
02130	32	Physical Therapist 1	011
02131	34	Physical Therapist 2	011
02125	18	Physical Therapy Aide	002
02550	36	Physician Assistant	011
52550	36	Physician Assistant	011
04005	15	Planning Aide 1	002
04006	18	Planning Aide 2	002
04007	21	Planning Aide 3	002

08045	19#	Plumber 1	003
08046	21#	Plumber 2	003
86400	30	Polygraph Examiner	006
08410	16#	Power Plant Engineer 1	003
08415	18#	Power Plant Engineer 2	003
08416	21#	Power Plant Engineer 3	003
88416	21#	Power Plant Engineer 3	003
08420	23#	Power Plant Engineer 4	003
88420	23#	Power Plant Engineer 4	003
14723	27	Producer/Director	004
14731	24	Production Assistant	004
14720	24	Production Technician	002
14721	27	Production Technician Senior	002
04020	23	Program Planner 1	004
04022	26	Program Planner 2	004
04023	29	Program Planner 3	004
00367	22	Property Appraiser 1	004
00368	26	Property Appraiser 2	004
00369	30	Property Appraiser 3	004
00370	34	Property Appraiser 4	004
83220	23	Psychiatric Security Specialist	002
03245	28	Psychologist 1	011
83245	28	Psychologist 1	011
03246	30	Psychologist 2	011
83246	30	Psychologist 2	011
03248	32	Psychologist 3	011
83248	32	Psychologist 3	011
03242	23	Psychology Assistant	011
00633	29	Public Defender 1	004
00634	34	Public Defender 2	004
00635	38	Public Defender 3	004
00629	29	Public Defender Fellow	004
14737	26	Public Information Assistant	004
00210	22	Purchasing Agent 1	004
00211	26	Purchasing Agent 2	004
00212	29	Purchasing Agent 3	004
00205	18	Purchasing Assistant	002
02209	20	Radiological Technologist 1	002
02211	21	Radiological Technologist 2	002
00006	14	Receptionist	001

05200	10	Recreational Aide	003
00895	22	Refugee Specialist 1	002
00896	24	Refugee Specialist 2	002
02020	30	Registered Nurse	011
82020	30	Registered Nurse	011
02566	18	Rehabilitation Assistant	002
37501	32E	Rehabilitation Consultant	010
36301	32E	Rehabilitation Referral Specialist	010
41006	30E	Rehabilitation Technology Specialist	010
08530	20	Reproduction Equipment Leader	003
08525	15	Reproduction Equipment Operator 1	003
08526	18	Reproduction Equipment Operator 2	003
03200	10	Resident Aide	002
03202	22	Resident Treatment Technician	002
03201	19	Resident Treatment Worker	002
31305	33	Resource Manager	004
02200	23	Respiratory Therapy Technician	002
00846	24(-2)	Retirement Benefits Officer	002
00847	27	Retirement Benefits Officer Senior	002
00845	20(-3)	Retirement Benefits Technician	002
00849	24	Retirement Compliance Officer	002
00848	27	Retirement Compliance Officer Senior	002
00841	41	Retirement Investment Officer – Compliance	004
00842	41	Retirement Investment Officer - Quantitative	004
00843	49	Retirement Investment Officer - Senior	004
00354	20	Revenue Agent 1	002
00355	23	Revenue Agent 2	002
00356	27	Revenue Agent 3	002
00343	27	Revenue Auditor 2	004
00344	29	Revenue Auditor 3	004
00350	21	Revenue Examiner 1	004
00351	25	Revenue Examiner 2	004
00357	27	Revenue Examiner 3	004
04110	23	Right of Way Agent 1	004
04111	27	Right of Way Agent 2	004
04112	29	Right of Way Agent 3	004
04113	30	Right of Way Agent 4	004
04107	21	Right of Way Aide 3	002

04108	24	Right of Way Aide 4	002
00676	32(-2)	Safety Inspection Coordinator	006
00761	26	Safety Officer	004
80761	26	Safety Officer	004
00666	26	Safety/Health Consultant	004
00025	17	Secretary 1	001
00026	20	Secretary 2	001
15002	22	Secretary 3	001
07110	15	Security Guard 1	006
07111	17	Security Guard 2	006
07113	20	Security Guard 3	006
86409	25	Senior Correctional Officer	006
86467	26	Senior State Industries Technician	006
41151	28E	Senior Services Specialist for the Blind 1	010
41192	29E	Senior Services Specialist for the Blind 2	010
00531	33	Senior Utility Analyst	004
07320	14	Sewing Room Attendant 1	003
07321	16	Sewing Room Attendant 2	003
08346	16	Sign Fabricator 1	003
08347	19	Sign Fabricator 2	003
03010	19	Social Work Associate	002
23013	25	Social Worker 2	011
23016	27	Social Worker 3	011
05465	16	Soil Conservation Technician 1	002
05466	18	Soil Conservation Technician 2	002
05467	21	Soil Conservation Technician 3	002
04310	24	Soils Party Chief	002
80690	29	Special Investigator	004
02135	27	Speech/Language Pathologist 1	011
02136	29	Speech/Language Pathologist 2	011
86469	28	State Industries Production Coordinator	006
06460	23	State Industries Sales Representative	002
86465	25	State Industries Technician	006
00741	17	Statistical Assistant	002
00743	22	Statistical Research Analyst 1	004
00744	25	Statistical Research Analyst 2	004
00746	29	Statistical Research Analyst 3	004
00235	13	Storekeeper 1	003
00236	16	Storekeeper 2	003
80236	16	Storekeeper 2	003

00237	19	Storekeeper 3	003
80237	19	Storekeeper 3	003
14754	24	Studio Engineer	002
14759	30	Studio Engineer Advanced	002
14757	27	Studio Engineer Senior	002
04326	26	Survey Party Chief	002
41050	22E	Services Specialist for the Blind 1	010
41120	26E	Services Specialist for the Blind 2	010
00600	34	Tax Attorney	004
00883	29	Tax Performance System Analyst	004
00373	21	Taxpayer Service Specialist 1	004
00374	25	Taxpayer Service Specialist 2	004
00375	29	Taxpayer Service Specialist 3	004
00133	21	Technical Service Specialist	002
00134	24	Technical Service Specialist Senior	002
00360	29	Technical Tax Specialist 1	004
00361	32	Technical Tax Specialist 2	004
00362	34	Technical Tax Specialist 3	004
00130	35	Technology Account Manager	004
04793	30	Telecommunications Marketing Analyst	004
04794	32	Telecommunications Marketing Analyst Senior	004
04799	35	Telecommunications Sales Engineer	004
04780	32(-6)	Telecommunications Specialist	004
04781	34(-6)	Telecommunications Specialist Senior	004
04789	40(-6)	Telecommunications Technology Enterprise Expert	004
00035	12	Telephone Operator	001
07340	17	Therapeutic Technician	002
01363	14	Tourism Guide	003
00684	32	Track Inspector	006
08015	15#	Trades Helper	003
00763	27(-5)E	Training Specialist 1	010
80763	27(-5)E	Training Specialist 1	010
00768	30E	Training Specialist 2	010
14751	24	Transmitter Engineer	002
14752	27	Transmitter Engineer Senior	002
14753	30	Transmitter Engineer Advanced	002
08210	22	Transport Driver	003
00685	22	Treasury Investment Officer 1	004

00686	26	Treasury Investment Officer 2	004
00012	13	Typist	001
00013	15	Typist Advanced	001
00556	28	Utilities Regulation Inspector	002
00528	25	Utility Analyst 1	004
00529	29	Utility Analyst 2	004
00560	36	Utility Attorney 1	004
00561	42	Utility Attorney 2	004
00010	10	Utility Office Worker	001
00532	36	Utility Specialist	004
14710	27E	Utilization Specialist	010
08215	17	Vehicle Dispatcher	003
00855	23	Veterans Benefits Specialist	002
02429	38	Veterinary Epidemiologist	004
01035	23	Vocational Instructor	002
00252	16#	Warehouse Operations Worker	003
00482	24	Warehouse/Grain Dealer Examiner	006
08405	17#	Water & Disposal Plant Operator 1	003
08406	20#	Water & Disposal Plant Operator 2	003
05101	20	Weights & Measures Inspector	006
08310	22#	Welder	003
00060	15	Word Processor 1	001
00061	16	Word Processor 2	001
00063	19	Word Processor 3	001
00807	24	Workforce Advisor	002
00806	18	Workforce Associate	002
00809	30	Workforce Program Coordinator	004
03047	21	Youth Services Technician	002
03040	19	Youth Services Worker	002

Indicates classes that will receive an advanced appointment rate of 13.5%

REGENTS

All Job Classifications shall be raised four (4) pay grades on July 1, 2025

1081	509	Account Clerk	500
1091	513	Account Specialist	500
7611	204	Animal Caretaker I	200
7612	207	Animal Caretaker II	200
5761	210	Arborist	200

8101	413	Architectural Assistant	400
5141	210	Area Mechanic***	200
5911	208	Athletic Facilities Attndt.	200
4051	409	Audio Specialist	400
4081	409	Audiovisual Specialist	400
5051	210	Automotive Mechanic	200
5052	213	Auto, Truck & Transit Tech	200
7051	204	Baker I	200
7052	206	Baker II	200
7331	203	Bindery Operator I	200
7332	205	Bindery Operator II	200
7333	208	Bindery Operator III	200
3403	413	Biomedical Equip. Tech.	400
3404	415	Biomedical Equip. Tech., Sr.	400
3448	403	Broadcast Mstr. Control Oper.	400
3441	409	B. Tlvsn. – Radio Tech. 1	400
3442	413	B. Tlvsn. – Radio Tech. II**	400
3443	415	B. Tlvsn. – adio Tech. III***	400
5611	205	Building Services Coord.	200
7985	208	Bus Driver	200
5062	211	Cabinetmaker***	200
7931	409	Care Team Coordinator	400
5061	210	Carpenter***	200
1201	504	Cashier I	500
1202	508	Cashier II	500
7201	407	Central Service Technician I	400
7202	409	Central Service Technician II	400
7203	411	Central Service Technician III	400
5531	213	Chilled Water Systems Tech.	200
1051	503	Clerk I	500
1052	505	Clerk II	500
1053	508	Clerk III	500
1055	511	Clerk IV	500
1061	503	Clerk Typist I	500
1062	505	Clerk Typist II	500
1063	508	Clerk Typist III	500
3291	405	Clinical Technician I	400
3292	407	Clinical Technician II	400
3293	409	Clinical Technician III	400
3405	412	Communications Tech. I	400

3406	415	Communications Tech. II	400
1880	411	Cmptg. Info. Systems Tech. I	400

1881	415	Cmptg. Info. Systems Tech. II	400
7061	204	Cook I	200
7062	207	Cook II	200
7641	405	Cosmetologist	406
7951	407	Costume Tailor	400
5701	203	Custodian I	200
5702	205	Custodian II	200
1821	504	Data Entry Operator I	500
1822	507	Data Entry Operator II	500
1831	504	Data Technician I	500
1832	508	Data Technician II	500
1833	510	Data Technician III	500
3051	405	Dental Assistant I	400
3052	408	Dental Assistant II	400
3031	406	Dental Inst. Mngmnt. Tech.	406
3141	405	Dental Technician I	400
3142	408	Dental Technician II	400
1410	508	Dietetic Clerk	500
7425	209	Digital Press Operator	200
1211	505	Dispatching Clerk	500
7301	206	Document Center Operator I	200
7311	208	Document Center Operator II	200
3501	409	Drafter	400
1301	505	Editorial Assistant I	500
1302	508	Editorial Assistant II	500
5071	210	Electrician I***	200
5070	212	Electrician II***	200
5072	214	Electrician III***	200
5073	213	Elec., High Voltage***	200
3271	408	Electron Microscope Tech. I	400
3272	411	Electron Microscope Tech. II	400
7391	409	Electronic Pre-Press Specialist	400
3302	410	END Technician I	400
3303	412	END Technician II	400
3304	415	END Technician III	400

3401	412	Electronics Technician I	400
3402	415	Electronics Technician II	400
8221	409	E. Comm. Cntr. Dsptchr.	400
6301	212	Engineering R&D Mchnst.**	200
6311	215	Engineering R&D Mchnst, Sr.***	200
6321	212	Engineering R&D Welder***	200
3541	413	Engineering Technician I	400
3542	415	Engineering Technician II	400
5090	210	Envrnmntl Systems Mech. I**	200
5091	212	Envrnmntl Systems Mech. II**	200
5093	213	Envrnmntl Systems Mech III**	200
5101	208	Equipment Operator***	200
7213	408	Esthetician	400
8351	505	Extension Program Asst. I	500
8352	506	Extension Program Asst. II	500
8353	507	Extension Program Asst. III	500
3326	411	E. Tech. – Heart/Lung	400
3321	411	Extracorporeal Tech. – Kidney	400
7961	509	Facilities Coordinator	500
5301	204	Facilities Mechanic I	200
5302	207	Facilities Mechanic II	200
5311	210	Facilities Mechanic III***	200
5861	211	Farm Equipment Mechanic	200
5901	206	Farm Equipment Operator I	200
5902	208	Farm Equipment Operator II	200
5903	210	Farm Equipment Operator III	200
3801	407	Field Laboratory Technician I	400
3802	408	Field Laboratory Technician II	400
3803	411	Field Laboratory Technician III	400
7731	209	Fire Safety Inspector	200
7732	410	Fire Safety Technician I	400
7733	413	Fire Safety Technician II	400
7734	415	Fire Safety Technician III	400
7214	410	Flight Paramedic	400
7076	204	Food Service Coordinator I	200

7074	206	Food Service Coordinator II	200
7072	203	Food Worker I	200
7073	205	Food Worker II	200
3991	413	Glassblower	400
5621	208	Golf Course Maint. Wrkr.	200
4111	410	Graphics Specialist I	400
5791	410	Greenhouse Caretaker	400
5731	206	Groundskeeper I	200
5732	208	Groundskeeper II	200
1311	508	Health Info. Tech. I	500
1321	510	Health Info. Tech. II	500
1331	512	Health Info. Tech. III	500
3411	405	Health Physics Tech. I	400
3412	410	Health Physics Tech. II	400
3413	415	Health Physics Tech. III	400
3331	408	Health Technician	400
3408	409	Hemodialysis Technician	400
3261	405	Histology Technician I	400
3262	409	Histology Technician II	400
8222	410	Hospital Comm. Spec.	400
7581	307	Hospital Security Officer	300
7661	405	Houseparent I	400
7662	409	Houseparent II	400
4021	408	Instructional Support Tech.	400
4011	412	Instructional Systems Specialist	400
4071	409	Instructional Systems Technician	400
5291	210	Insulator***	200
3054	410	Intra-Oral Craniofacial Surgery Tech	400
7081	203	Kitchen Helper I	200
7082	205	Kitchen Helper II	200
3151	403	Laboratory Assistant I	400
3152	405	Laboratory Assistant II	400
3701	405	Laboratory Mech. Tech. I	400
3702	409	Laboratory Mech. Tech. II	400
3711	410	Laboratory Mech. Technologist	400

3251	406	Laboratory Technician I	400
3252	408	Laboratory Technician II	400
3253	410	Laboratory Technician III	400
5721	203	Laborer	200
8052	204	Laundry Equipment Operator	200
8051	203	Laundry Production Wrkr.	200
1501	505	Library Assistant I	500
1502	508	Library Assistant II	500
1503	510	Library Assistant III	500
1505	512	Library Assistant IV	500
7211	410	Licensed Practical Nurse	400
5111	210	Locksmith***	200
7971	507	Mail Center Coordinator	500
1231	506	Mail Clerk	500
7681	205	Mail Distributor	200
5131	209	Mason***	200
7091	207	Meat Cutter	200
5321	204	Mechanic Assistant	200
7911	406	Medical Assistant I	400
7912	408	Medical Assistant II	400
7711	208	Milker	200
3601	409	Mtn. Media Production Spec. 1	400
3602	412	Mtn. Media Prod. Spec. II	400
7981	204	Motor Vehicle Operator I	200
7982	206	Motor Vehicle Operator II	200
7221	404	Nursing Assistant	400
1241	505	Nursing Unit Clerk	500
7261	409	Occupational Therapy Asst.	400
3320	410	Ophthalmic Clinical Specialist I	400
3321	412	Ophthalmic Clinical Specialist II	400
7381	209	Offset Platemaker	200
5151	209	Painter***	200
7742	407	Paraeducator	400
7212	409	Paramedic	400
7830	505	Parking and Trans. Attdnt.	500

7840	507	Parking & Transport Disp. I	500
7841	509	Parking & Transport Disp. II	500
7810	307	P & Trans. Field Srv. Off. I	300
7811	309	P & Trans. Field Srv. Off. II	300
5850	205	Parking Facilities Mechanic	200
5851	206	Parking Maintenance Worker I	200
5852	208	Parking Maintenance Worker II	200
1401	509	Patient Account Representative	500
8231	403	Patient Escort	400
8241	208	Patient Transport Driver	200
5241	209	Pest Control Operator	200
3361	408	Pharmacy Technician Trainee	400
3362	409	Pharmacy Technician Sr (Certified)	400
3351	404	Phlebotomy Technician I	400
3352	406	Phlebotomy Technician II	400
4201	407	Photo Specialist I	400
4202	410	Photo Specialist II	400
4211	403	Photo Technician I	400
4212	404	Photo Technician II	400
4213	406	Photo Technician III	400
7251	409	Physical Therapy Assistant	400
5161	211	Pipefitter***	200
8121	306	Plant Safety Patrol Officer	300
8131	308	Plant Safety Sergeant	300
5331	210	Plumber***	200
5431	211	Pwr. Plant – Ast. Chf. Oper.*****	200
5421	210	Pwr. Plant – Boiler Oper.**	200
5501	208	Pwr. Plant – Fr/Utlty Wrkr.***	200
5411	208	Pwr. Plant – Utility Wrkr.***	200
7420	206	Press Operator I	200
7421	207	Press Operator II	200
7422	209	Press Operator III	200
7271	404	Psychiatric Nursing Asst. I	400
7272	407	Psychiatric Nursing Asst. II	400
7591	309	Public Safety Dispatcher I	300

7592	311	Public Safety Dispatcher II	300
7503	308	Public Safety Security Officer	300
3281	409	Radiographer I	400
3282	410	Radiographer II	400
1261	510	Record Analyst I	500
1262	512	Record Analyst II	500
7241	403	Rehab. Therapy Aide	400
7210	615	Registered Nurse	400
4501	413	Research Technician	400
4511	415	Research Technician, Senior	400
4910	410	Respiratory Therapy Tech.	400
5181	209	Roofer	200
7741	405	School Assistant	400
1071	505	Secretary I	500
1072	508	Secretary II	500
1073	511	Secretary III	500
1075	512	Secretary IV	500
7501	306	Security Guard	300
3811	406	Seed Analyst I	400
3812	408	Seed Analyst II	400
3813	412	Seed Analyst III	400
7751	403	Sewing Machine Operator I	400
7752	405	Sewing Machine Operator II	400
7753	407	Sewing Machine Operator III	400
7921	405	Sewing Machine Oper., Hsptl.	400
5191	210	Sheet Metal Mechanic I****	200
5192	212	Sheet Metal Mechanic II****	200
5351	213	Steamfitter***	200
7761	204	Storekeeper I	200
7762	206	Storekeeper II	200
7763	208	Storekeeper III	200
7281	206	Supply Chain Technician I	200
7282	208	Supply Chain Technician II	200
7231	410	Surgical Technologist	406
5092	412	Systems Control Tech.	400

7771	504	Telecommunications Oper.	500
5751	208	Tree Trimmer	200
5211	208	Upholsterer	200
5461	411	Utility E&I Tech. I**	400
5462	413	Utility E&I Tech. II**	400
5463	415	Utility E&I Tech. III**	400
5464	209	Utility Pl. Maint. Mech. I***	200
5465	212	Utility Pl. Maint. Mech. II*****	200
5466	214	Utility Pl. Maint. Mech. III*****	200
5471	209	Utility Pl. Material Handling Op.***	200
5470	213	Utility Pl. Remote Fac. Op.*****	200
5467	209	Utility Pl. Operator I***	200
5468	211	Utility Pl. Operator II***	200
5469	213	Utility Pl. Operator III***	200
4444	410	Utilization Mgt. Techn	400
8281	206	Vending Machine Supplier	200
1601	505	Veterinary Teaching Hospital Ast. I	500
1602	508	Veterinary Teaching Hospital Ast. II	500
7601	410	Veterinary Technician	400
5511	212	Water Plant Operator	200
5521	209	Water Systems Operator	200

For Regents classifications marked with asterisk(s), starting pay will be four and ½ percent (4.5%) above the minimum pay for each asterisk.

**Start on Step 3

***Start on Step 4

****Start on Step 5

*****Start on Step 6

COMMUNITY BASED CORRECTIONS

All Job Classifications shall be raised four (4) pay grades on July 1, 2025

60105	16	Account Clerk 1	006
60110	18	Account Clerk 2	006
60505	24	Building Maintenance Coordinator	006
60100	13	Clerk Typist	006
60335	26	Community Program Monitor	006
60407	29	Community Treatment Coordinator	006
60425	25	Community Work Crew Leader	006
60205	23	Computer Programmer	006
60510	14	Cook	006
60804	22	Data Processing Coordinator	006
60210	29	Data Processing Programmer Analyst	006
60200	19	Data Processing Technician	006
60420	18	Education Aide	006
60415	25	Education Instructor	006
60515	20	Food Service Coordinator	006
60520	23	Food Service Leader	006
60410	26	Job Developer	006
60500	20	Maintenance Technician	006
60412	27	Offender Employment Specialist	006
60413	30	Offender Workforce Development Spec.	006
60310	25	Parole/Probation Officer 1	006
80310	25	Parole/Probation Officer 1	006
60315	27	Parole/Probation Officer 2	006
80315	27	Parole/Probation Officer 2	006
60320	30	Parole/Probation Officer 3	006
80320	30	Parole/Probation Officer 3	006
60350	30	Polygraph Examiner	006
60305	20	Pretrial Interviewer	006
60940	30	Psychologist	006
60400	23	Residential Officer 1	006
60405	24	Residential Officer 2	006
60125	20	Secretary	006
60330	26	Substance Abuse Liaison	006
60300	24	Volunteer Services Coordinator	006

APPENDIX B
DEPARTMENT OF ADMINISTRATIVE SERVICES

General Services Enterprise (DAS-GSE)

1. Definitions: For the purpose of this policy, the following definitions shall apply:

Payday: the day designated by DAS-SAE for the distribution of pay warrants and direct deposit warrant stubs.

Paycheck: a pay warrant or direct deposit warrant stub received by the employee as payment for hours worked or paid leave granted.

2. Policy: It is the policy of DAS that all supervisors shall distribute paychecks on payday prior to each employee's regularly scheduled lunch break. If an employee is unavailable when the supervisor first attempts to deliver the paycheck, the supervisor will make an additional attempt to deliver the check prior to the employee's lunch break.

If the paycheck has not been delivered to the employee by the start of the employee's lunch period, it will be returned to the personnel office. The personnel office will retain the paycheck until the end of the employee's work shift at which time it will be mailed to the employee.

RECOGNITION AND UNION SECURITY

Section 1 - Bargaining Units

The Employer recognizes the Union as the exclusive collective bargaining agent for employees as certified by the Iowa Employment Appeal Board (EAB) 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 bargaining unit are all employees of the State of Iowa who are managerial, supervisory or confidential, part-time or temporary employees who are employed for four (4) months or less per fiscal year and who are scheduled for less than an average of fifteen (15) hours per week, and all other employees specifically excluded by the provisions of Chapter 20 of the Code of Iowa.

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

The Employer shall notify the Union prior to adding or deleting classes in the classification plans. The Union shall request a meeting within twenty (20) calendar days following receipt of the notice to review the proposed additions and/or deletions. If no meeting is requested, the Employer may proceed to implement the proposals. If the parties meet to review the additions and/or deletions, and if they are unable to reach agreement as to their inclusion or exclusion from the bargaining unit, they shall submit the disputed class additions and/or deletions to EAB for final resolution. (Board of Regents, see Appendix M)

The Employer shall notify the Union prior to adding or deleting classes in the classification plans. The Union shall request a meeting within twenty (20) calendar days following receipt of the notice to review the proposed additions and/or deletions. If no meeting is requested, the Employer may proceed to implement the proposals. If the parties meet to review the additions and/or deletions, and if they are unable to reach agreement as to their inclusion or exclusion from the bargaining unit, they shall submit the disputed class additions and/or deletions to EAB for final resolution. (Board of Regents, see Appendix M)

HOURS OF WORK

Section 1 Work Schedules

(This Section shall not apply to employees in the Professional Fiscal & Staff bargaining unit.)

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

The Employer shall provide fourteen (14) calendar days written notice to the Union and the affected employees prior to making permanent changes in work schedules. Written notice of the permanent changes in work schedules may be provided to the Union and the affected employees by electronic communication with a read receipt. The fourteen (14) calendar day notice will start on the date of the read receipt. However, employees who work in research laboratories in academic departments of the BOR institutions may have their schedules changed to meet research needs without incurring any overtime obligation until the employee has worked forty (40) hours in a week. Temporary work schedule changes shall not be made for the purpose of avoiding overtime except by voluntary agreement by the employee.

Any permanent schedule change made by the Employer that is grieved will not be implemented until Step 2 of the grievance procedure is exhausted. Such grievances shall begin with Step 2 of the grievance procedure.

Where practical and feasible as reasonably determined by Management, the employee may elect flexible hours of work including:

- Variable starting and ending times;

- Compressed work week such as: 4-ten-hour days, or

 - 4-nine-hour days and one (1) four-hour day;

- Other mutually agreeable flexible hour concepts, which may include weekend work only.

When a request for flextime is denied, the written rationale will be provided to the employee within five (5) working days after the date Management receives the request.

The term "Management Rights" will not be used as sole justification for denial of flextime.

(Department of Transportation, see Appendix I; Park Managers, see Appendix P; Corrections, see appendix F)

Where practical and feasible as reasonably determined by Management, telework schedules shall be made available to Employees. The details of the schedule shall be mutually determined between the Employer and the employee.

When weather conditions make it unsafe to travel, the Employer shall allow the employee to telework, if requested by the employee.

Section 2 Overtime:

(This section shall not apply to employees in the Professional Fiscal & Staff bargaining unit)

Definitions:

Overtime: Time that an employee works in excess of forty (40) hours per work period. (Airport Firefighters, see Appendix D; Patient Care, see Appendix U)

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. (Patient Care, see Appendix W)

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

Hours worked excluding standby time.

Rest periods.

Holidays when paid in cash in the week of occurrence.

Annual leave.

Compensatory leave.

Unscheduled holidays.

Sick leave when used before forty (40) hours in pay status are accumulated or if prescheduled at least sixteen (16) hours in advance. (Patient Care, see Appendix W)

Court appearances as defined in Article X, Section 4.

Voting leave as defined in Article X, Section 4.

Jury duty leave as defined in Article X, Section 4.

Travel between job sites during or after the regular work day.

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

Wash-up time taken in accordance with Section 5 of this Article.

(Department of Transportation, see Appendix G; Iowa Workforce Development, see Appendix R)

Overtime Compensation:

Overtime shall be compensated at a premium rate of one and one-half (1-1/2) the employee's base hourly pay for actual overtime hours worked, whichever is applicable. Payment shall be made in either cash or compensatory time as follows:

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.

Compensatory time can only be accumulated to one hundred sixty (160) hours. Any hours over one hundred sixty (160) will be paid out in cash. The carryover of earned Compensatory time into the next fiscal year shall be limited to eighty (80) hours (Department of Transportation, see

Appendix G)

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.

Compensatory time may be carried over into a new State fiscal year; as defined in number 2 above. 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, except as defined in number 2 above. (Department of Public Defense, see Appendix E)

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.

Scheduling of Overtime

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

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

Upon request, the Union may review overtime equalization records.
(Department of Transportation, see Appendix G)

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.

Employees Returning from Leaves of Absence

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

Section 3 Meal Periods

All employees shall be granted an unpaid meal period of at least thirty (30) minutes in duration or, at the Employer's discretion, a paid meal period in those situations where qualified relief is not available. Where practicable, the Employer will attempt to schedule the meal period at approximately the middle of each shift.

During overtime work hours, the Employer shall schedule such additional unpaid meal periods as are reasonable.

(Security Unit, see Appendix M; Clerical Unit, see Appendix P; Professional Fiscal & Staff Unit, see Appendix O; Department of Corrections, see Appendix F)

Section 4 Rest Periods

All employees shall be granted a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at approximately the middle of each one-half (1/2) shift. Employees who are scheduled to work in excess of eight (8) hours shall be granted one (1) additional (15) minute rest period per shift.

Employees who work at least one (1) hour beyond their regularly scheduled shift shall receive a fifteen (15) minute rest period

Drivers and Transport Drivers shall receive a thirty (30) minute rest period after twelve (12) hours of work.

(Clerical Unit, see Appendix P; Professional Fiscal & Staff Unit, see Appendix O)

Section 5 Wash-Up Time

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

Section 6 Shift Differential

Effective July 1, 2025, the Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of one dollar and twenty five cents (\$1.25) per hour for any regularly scheduled permanent shift of which four (4) or more hours occur between 6:00 p.m. and midnight, and a shift differential of one dollar and thirty five cents (\$1.35) per hour for any regularly scheduled permanent shift of which four (4) or more hours occur between midnight and 6:00a.m. Employees who work rotating shifts on a regularly scheduled permanent basis shall be eligible for shift differential.

Employees shall not be eligible for shift differential pursuant to this Section as a result of an extension of their regular work day into a shift differential period. For purposes of this Section, a regularly scheduled permanent shift is defined as those situations where an employee is assigned to the same shift for a period of time in excess of two (2) weeks [fourteen calendar days]. Employees entitled to shift differential shall receive the applicable shift differential for all hours worked.

(Natural Resources Technician 1 #05301, Natural Resources Technician 2 #05331, and Park Manager #05335, see Appendix N, Board of Regents, see appendix M)

Section 7 Standby

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

(Natural Resources Technician 1 #05301, Natural Resources Technician 2 #05331, and Park Manager #05335, see Appendix N)

Section 8 Call-Back Time

The Employer agrees that an employee called back for duty or called in on the employee's day off will be guaranteed a minimum of three (3) hours at the appropriate rate of pay. This provision shall not be construed so as to provide for additional compensation if the employee is recalled back for duty within the original three (3) hour period, except that an employee who is called back to work in excess of three (3) hours will be paid for actual time worked. To qualify for call-back compensation, the time worked cannot be contiguous to the beginning or end of an employee's scheduled work shift.

The provisions of Section 8(A) are not applicable to employees prescheduled for duty at least forty-eight (48) hours in advance.

(Natural Resources Technician 1 #05301, Natural Resources Technician 2 #05331, and Park Manager #05335, see Appendix N)

Section 9 Travel Between Work Sites

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

Section 10 Scheduling of Volunteer Emergency

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

All employees of the State, other than employees employed temporarily for six (6) months or less or those employees considered essential personnel, who are volunteer firefighters or emergency medical service personnel shall be entitled to a leave of absence for the period of an emergency response without loss of status or efficiency rating, and without loss of pay during such leave of absence.

Section 11 Volunteer Firefighters

Employees who participate as volunteer firefighters at their work site shall be compensated with an additional ten dollars (\$10.00) each pay period.

The Employer shall not prorate this compensation during any leave of absence without pay of less than five (5) days in duration.

Section 12 Med Passer Differential

Department of Human Services, see Appendix H; Iowa Veterans Home, see Appendix T; Department of Corrections, see Appendix F; and Community Based Corrections, for allotment of medications, see Appendix Q.

DISCIPLINE RESOLUTION

Section 1 – Definition

A written complaint alleging a violation involving the application and interpretation of the provisions of this Agreement shall be referred to within this Article as a “*grievance*”.

An employee directly involved in a complaint alleging a violation involving the application and interpretation of the provision of this Agreement or who may be directly involved in a disciplinary action shall be referred to in this article as the “*grievant*”.

A grievance shall contain a statement of the grievance by indicating the issue(s) involved, the relief sought, the date the incident(s) or violation(s) took place, if known, and the specific Section or Sections of the Agreement involved. The grievance shall be presented to the Appointing Authority or his/her designee, or the District Director or his/her designee for CBC, on forms mutually agreed upon and furnished by the Union, and signed and dated by the Union. The grievance form will state the name of the employee(s) authorizing the filing of the grievance. An aggrieved employee shall have the right to a Union representative appointed by the Union. If a grievance form lacks any of the information required by this subsection, the grievance shall be returned to the Local Union Steward who filed the grievance with a copy to the Union and the Local Union with an explanation. The Local Union Steward will have seven (7) calendar days from the date of the read receipt to resubmit the original grievance with the required information.

Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the Employer.

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

(Board of Regents, see Appendix K; Community Based Corrections, see Appendix Q)

Step 1:

Within fourteen (14) calendar days of receipt of the written grievance from the employee or his/her Union representative, the Appointing Authority or his/her designee, or the District Director or his/her designee for CBC, will meet with the appropriate Union representative at a mutually agreed upon time and date (with or without the aggrieved employee) and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the Appointing Authority or his/her designee, or the District Director or his/her designee for CBC, and returned to the employee and the Union representative within fourteen (14) calendar days from receipt of the written grievance submitted to the Appointing Authority. Settlements at this step will be non-precedent setting unless designated otherwise.

Step 2:

If dissatisfied with the Employer's answer in Step 1, to be considered further, the grievance must be appealed by facsimile transmission, regular U.S. mail, local mail (institutional, departmental or interdepartmental) or hand-delivered to the Chief Operating Officer of DAS-HRE or the Officer's designee, or the District Director or his/her designee for CBC, within fourteen (14) calendar days from receipt of the answer in Step 1. Within forty-five (45) calendar days after the receipt of the appeal at Step 2, the designee of the Chief Operating Officer of DAS-HRE, or the District Director or his/her designee for CBC, will meet with the appropriate Union representative (with or without the aggrieved employee) and attempt to reach resolution of the grievance. On grievances which do not involve discipline or discharge, the parties will, where practicable and feasible, meet via a telephone conference. Within thirty (30) calendar days following this meeting, a written answer will be issued and attached to the grievance by the Chief Operating Officer of DAS-HRE or the Chief Operating Officer's designee, or the District Director or his/her designee for CBC, and departmental or interdepartmental), hand-delivered, or e-mail (if the grievant provides an e-mail address). E-mails will be considered confidential personnel documents in accordance with Iowa Code Section 22.7.

(Board of Regents, see Appendix K; Community Based Corrections, see Appendix Q)

Note: Grievances filed under Article IV, Section 9 will be eligible to proceed to Grievance/Discipline Resolution Process. All other grievances will be eligible to proceed to arbitration.

Step 3 – Grievance/Discipline Resolution Process

Disciplinary grievances which have not been settled under the foregoing procedures are eligible to be heard by the Grievance/Discipline Resolution Panel. To be considered further, the grievance must be placed on the Grievance/Discipline Resolution Panel docket within thirty (30) calendar days from receipt of the answer in Step 2 by the keeper of the docket. The issue as stated in Step 2 shall constitute the sole and entire subject matter to be heard by the Grievance/Discipline Resolution Panel, unless the parties mutually agree to modify the scope of the grievance.

The procedures to be used by the Grievance/Discipline Resolution Panel will be governed by the "Rules of Procedure for the Grievance/Discipline Resolution Process." The Rules of Procedure are set forth in Section 14 of Article IV of the Agreement. The parties may, however, agree to a more detailed set of rules of procedure outside of this Agreement. Before rules of procedure not contained within this Agreement take effect and become enforceable, they must be signed by both the President of AFSCME Iowa Council 61 and the Director of DAS. Any rule of procedure returned to the grievant and the Union representative. Step 2 answers shall be sent by facsimile transmission, regular U.S. mail, local mail (institutional, that is in conflict with this Agreement or the law is unenforceable.

Step 4 – Arbitration

Grievances which have not been settled under the foregoing procedure are eligible for arbitration. The issue as stated in Step 2 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. If an unresolved grievance is not arbitrated, it shall be considered terminated on the basis of the Step 2 answer without prejudice or precedent in the resolution of future grievances.

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 EAB to submit a five (5) member panel of arbitrators. If the panel submitted by EAB is unacceptable to either party, the parties shall request a second panel of arbitrators from EAB. The AFSCME representative and the DAS-HRE representative will contact the arbitrator and set a date for the arbitration hearing. After the date for the arbitration hearing is established, the AFSCME representative and the DAS-HRE representative will schedule a meeting, not less than one (1) week prior to the grievance arbitration hearing date, to exchange all evidence relevant to the grievance that is available to them at that time through the exercise of reasonable diligence. If not provided at the pre-arbitration meeting, evidence cannot be offered at the arbitration hearing unless the party can prove that the evidence was not available to the party through the exercise of reasonable diligence.

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 8 of this Article, each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred. The parties agree to share any cancellation fees for arbitration hearings canceled or postponed by mutual agreement. The party that is solely responsible for the cancellation or postponement of an arbitration hearing without the mutual consent of the other party shall pay the entire cancellation fee.

The arbitrator 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 decision of the arbitrator shall be final and binding on both parties to this Agreement provided any 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 may be denied by the Employer on the basis of timeliness. The Union reserves the right to submit such grievances to arbitration. The parties agree, however, that in grievances where timeliness is an issue, the grievance may be submitted by the Union to the next higher step through the date the grievance answer should have been issued in order to allow the parties to attempt to resolve it.

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 of the date the grievance answer should have been issued. In order to be considered timely, a grievance must be scheduled for an arbitration hearing no later than nine (9) months from the date the grievance was answered by the Employer at Step 2. In order to be considered timely, a discharge grievance must be scheduled for an arbitration hearing no later than one hundred twenty (120) days from the date the grievance was answered by the Employer at Step 2. The Union may, at its option, seek to schedule an arbitration hearing any time after the Step 2 was due in the event the Employer fails to timely provide the response. Authority to schedule a hearing rest with the arbitrator should the parties disagree. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

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

Section 4 – Retroactivity

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

Section 5 - Exclusive Procedure

The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.

Section 6 - Names of Stewards and Management Representatives

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

The Employer shall supply the Local Union with a list of Management representatives to contact on grievance matters.

Section 7 – Representation

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

Section 8 - Processing Grievances

Union representatives who are members of Judicial Branch or Executive Branch bargaining units and grievant 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 meeting and/or hearing regarding grievances. However, only one (1) local Union representative will be in pay status for any one (1) grievance. Whenever possible, the Union representatives will provide twenty-four (24) hours' notice to their supervisor(s).

Further, in a group grievance, up to three percent (3%), but not less than one (1) nor more than ten (10) of the grievants shall be in pay status as spokesperson(s) for the group. Group grievances are defined as, and limited to, those grievances which cover more than one (1) employee and which involve like circumstances and facts for the grievants involved.

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

Notwithstanding the foregoing provisions of this Section, the Employer agrees to conduct all grievance meetings involving third shift employees either during that shift or at a time which is contiguous to the employee's shift. The Employer is not responsible for any compensation of third shift employees for such grievance meetings unless the Employer specifically requests, or if the parties mutually agree, that the grievant attend the hearing, in which case the grievant shall be compensated for the actual time spent in such hearing at his/her regular hourly rate and shall not be counted as hours worked for purposes of computing overtime.

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.
(See Appendix K for discipline related to attendance)

Written reprimands, clarifications of expectations, or other similar memoranda shall be removed from the employee's personnel file after one (1) year 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 a read 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.

Section 10 - Exclusion of Probationary Employees

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

Section 11 - Exclusion of Grievant

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

Section 12 - Exchange of Information for Processing Grievances

- A. The Union and the Employer agree that it is incumbent upon the parties to share all information available regarding grievances involving the Union, employees, and the Employer.
- B. Weingarten principles (the right of an employee who reasonably believes that they may be subject to discipline to have, upon the employee's request, a Union representative present during the investigatory interview) shall apply during investigatory interviews of an employee. Management shall inform an employee of their right to have a Union representative present during the investigatory interview.
- C. Upon request from the Union representative, the Employer will provide that Union representative with written statements of witnesses, if they exist.
- D. Upon request from the Employer's representative, the Union will provide the Employer's representative with statements of witnesses, if they exist.
- E. Employees who receive witness statements must comply with the State's policy that witness statements and the information contained in the statements will not be re-disseminated to any person not directly involved with the processing of the grievance. Employees who violate the State's policy on re-dissemination will be subject to disciplinary action.
- F. When a grievance is scheduled for arbitration, 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 DAS-HRE. Witnesses are not required to grant the interview, however, such interviews, when conducted, shall be limited to the witness, an AFSCME Iowa Council 61 staff representative or attorney, and the representative from DAS-HRE.

Section 13 - Resolution of Timeliness Arbitrability Issues

Where an issue exists as to the timeliness arbitrability of a particular grievance, the Chief Operating Officer of DAS-HRE or the Chief Operating Officer's 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 that DAS-HRE provided notice to the Union, and a decision rendered within thirty (30) days following the date of the timeliness arbitrability hearing. The party that does not prevail in the timeliness dispute must pay the cost of that hearing.

Section 14 – Grievance/Discipline Resolution Process

The Department of Administrative Services - Human Resources Enterprise Chief Operating Officer or General Counsel and the President of AFSCME Iowa Council 61 will establish a regular meeting schedule to discuss how the Grievance/Discipline Resolution Process is working, determine if there are problems that need to be resolved, and develop a plan for resolution of the issues.

A. The parties agree to utilize the Grievance/Discipline Resolution Process for all departments. Grievance/Discipline Resolution Process will be limited to twenty (20) disciplinary cases per month.

B. Operation of Panel

1. Rules of Procedure

The Panel shall consist of four (4) representatives: two (2) representatives from AFSCME Iowa Council 61 and two (2) representatives from the State. The operation of the Panel shall be in accordance with these Rules of Procedure and such other rules as may from time to time be adopted by mutual agreement between the parties and signed by both the President of AFSCME Iowa Council 61 and the Director of DAS.

2. Order of Cases

Every attempt will be made to hear docketed discharge cases during the time period scheduled for the case. Cases may be deadlocked in advance of the hearing.

3. Hearings

The Panel will hear presentation from each party to the grievance. Each party

will be permitted a maximum of twenty (20) minutes [thirty (30) minutes for disciplinary terminations] for its presentation. Witness statements and supporting documentation may be provided. Any information not presented at Step 2 of the grievance procedure that is to be used by either presenter will be exchanged between the parties at least seven (7) days prior to the meeting of the Panel. Exception will be allowed for evidence or witness statements submitted up to forty-eight (48) hours in advance of the meeting, if the information is mutually agreed upon. Information allowed under this exclusion must be of such significant nature as to potentially alter a reasonable decision on the grievance. If the party not submitting the documentation can make a justified argument that the party submitting the information had knowledge of the evidence or statements prior to the seven (7) day rule, such late evidence or statements will not be allowed.

During the presentation, only Panel members, the parties presenting the case and those directly involved in the specific case being heard shall be allowed to sit in the immediate area where the case is being conducted. Other members of the Panel observing the case shall not participate in the presentation, the discussion or the questioning.

The Employer will present first. Each party shall have twenty (20) minutes [thirty (30) minutes for disciplinary terminations] to present its case in chief. Each party shall declare, prior to the presentation of its case whether there will be a co-presenter on any respective case. The number of presenters shall be limited to two (2) individuals. Any co-presenter shall only supplement the presentation of the case in chief. Both sides will have an opportunity to summarize and rebut; however no co-presenter may respond during the summation and rebuttal portion of the hearing. Summation and rebuttal shall not extend beyond five (5) minutes [ten (10) minutes for disciplinary terminations].

The AFSCME Iowa Council 61 Representative or the designated AFSCME steward will normally handle the Union presentation. The Department Director or his/her representative will normally handle the presentation for the Employer.

After each party has submitted its case and rebuttal, the panel members will be free to ask questions of the parties. After such questioning, the Panel will retire to executive session and will vote, and thereby render its decision. Voting by a show of hands will be sufficient.

When the Panel goes into executive session, all others must retire from the room. After a decision has been reached by a majority vote of the Panel, the decision shall be reduced to writing and provided to the parties in a manner agreed upon by the Panel. The Panel has the authority to support, reject or modify any action taken. Decisions of the Panel are final and binding and may or may not be precedent setting as the Panel determines.

Failure to reach a majority vote will create a deadlock or tied vote and such shall be recorded as the outcome. In the event of a deadlock, the grievance may proceed to arbitration as outlined in Step 4 of Section 2(0).

(The Rules of Procedure, and any additional agreed upon rules, shall be posted on the DAS's website.)

SENIORITY

Section 1 Definition

For employees not covered by a collective bargaining agreement on July 1, 2003, seniority means an employee's length of continuous service with the Employer in a permanent position since his/her date of hire. 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.

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 Agreement and subject to any limitations set forth in any particular Article or Section of this Agreement.

An employee covered by a non-AFSCME collective bargaining agreement shall have no seniority upon entrance or return to a position covered by this Agreement.

For all other employees, seniority means an employee's length of continuous service with the Employer since his/her date of hire in a permanent position covered by this Agreement. Any length of service in a temporary position shall be included in the computation of seniority if the employment was in a classification covered by this contract and contiguous to the appointment to a permanent position. No employee in a position covered by this Agreement on July 1, 2003, shall lose seniority by virtue of operation of this Section.

Section 2 - Seniority Lists

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

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

Section 3 - Retroactivity Prohibited

Those employees in the bargaining unit employed prior to the effective date of this Agreement shall retain their current seniority date (date of hire or adjusted date of hire, if applicable) as established by DAS-HRE or the Board of Regents (BOR) prior to the effective date of this Agreement. For employees at the Department of Commerce, Alcoholic Beverages Division, all Warehouse Operations Workers and Transport Drivers who were employed when the State became the Employer will have the same seniority date. The employee's actual date of hire with the warehouse and transport operations will determine seniority.

GENERAL PROVISIONS

Section 14 - Labor/Management Meetings

The Employer and the Union agree to establish monthly Labor/Management meetings when requested by the appropriate Local/Chapter. The request to meet must be made no less than two (2) weeks in advance. The parties will agree to a date the meeting will be held. Each party may submit agenda items to the other no later than one (1) week prior to the meeting. The meeting will last no longer than two (2) hours, but may be extended by mutual agreement. Up to six (6) representatives from the Union and up to an equal number of Management will attend the meetings. The purpose of the meetings shall be to afford both Labor and Management a forum in which to communicate on items that may be of interest to both parties. 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. Union representatives will be in pay status for all time spent in Labor/Management meetings. The Employer is not responsible for any travel expenses or other expenses incurred by employees for the purpose of complying with the provisions of this Article, except as provided by statewide Labor/Management meetings.

The Employer and the Union agree to establish quarterly meetings on a statewide level when requested by the Union for discussion of issues which were unresolved at the Local/Chapter level and which affect employees in AFSCME bargaining units. Agenda items shall be exchanged at least two (2) weeks prior to the meeting. One (1) Union representative from each Local/Chapter and up to an equal number from Management will attend the meetings in pay status. Any employee who must travel more than twenty (20) miles will be reimbursed for mileage expense only. Such reimbursement shall be at the rate established by the Iowa Department of Administrative Services policy. Union members will attempt to car pool when possible. (Driver's License Stations, see Appendix G; Community Based Corrections, see Appendix Q; Iowa Workforce Development, see Appendix R)

Section 2 - Health and Safety Committees

In the State departments, Board of Regents institutions, and state institutions or correctional facilities where currently a health and safety committee operates, the Employer shall designate the number of bargaining unit representative(s) who will serve on the committee (which shall not be less than one (1) representative).

The Union shall have the right to designate which bargaining unit employee(s) shall serve as

representative(s). Bargaining unit representative(s) shall serve on the committee for a designated term consistent with current practices. This provision shall also apply to any newly created health and safety committee which will include bargaining unit employees.

The parties agree that attempts to resolve health and safety concerns should first be made at the local level. Therefore, these matters should be discussed with local Labor/Management committees pursuant to Article XI, Section 15. Should the parties be unable to come to mutual agreement at the local level or if it is a statewide issue, either party may refer the issue to the next statewide Labor/Management meeting pursuant to Article XI, Section 15. An additional two (2) hour limit will be set aside at the statewide Labor/Management meeting to address any issues referred pursuant to this section. For health and safety issues discussed at statewide Labor/Management meeting that are not resolved at that meeting, a joint report summarizing the various positions of the parties will be issued no later than two (2) weeks prior to the next statewide Labor/Management committee meeting. This joint report shall be shared with the department director and the President of AFSCME Iowa Council 61.

Section 3 - Health and Safety Complaint Procedure

If practical, the Employer will provide safe, secure, healthful working conditions for all employees. The Employer agrees to comply with the federal Occupation Safety and Health Act (OSHA) and all other applicable federal, State, or local laws and regulations, and departmental safety rules and regulations. Nothing in this Agreement will imply the Union has assumed legal responsibility for the health and safety of employees. This Section does not affect the rights of individual employees or the Union to file complaints with IOSHA.

Section 4 – Holiday Rate of Pay

All regular full-time Employees required to work on a holiday shall be paid at the Employee's straight time hourly rate for eight (8) hours for each of the holidays set forth which they are actively employed. An Employee who works between the hours of 12:00 a.m. and 11:59 p.m. on any recognized holiday shall be paid two (2) times the Employee's straight time hourly rate for hours worked, in addition to the Employee's holiday pay. All regular full-time Employees required to work on any recognized holiday shall have the choice of pay or compensatory time for all hours worked. In the event compensatory time off is granted, it shall be scheduled at the request of the employee with the approval of the Employer. Such time shall be paid to the employee if not used by the end of the fiscal year.

Section 5 - Bulletin Boards

The Union shall be allowed to utilize one-half (1/2) of the space on existing bulletin boards customarily used for the posting of information to the employees in the State workplace. It is understood that there shall be no pyramiding by the Union and that no more than one-half (1/2) of any existing bulletin boards shall be used by the Union regardless of the number of bargaining

units represented. This provision shall not apply to bulletin boards customarily used for the posting of notices to students, patients or inmates at State institutions. No political campaign literature or material detrimental to the Employer or the Union shall be posted.

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

Section 6 - Union Leave

Elected constitutional officers of the Union and/or its affiliated locals/chapters shall, upon written request of the Union and/or its affiliated locals/chapters, be granted a leave of absence without pay for the term of office, not to exceed two (2) years. Appointed officials of the Union and/or its affiliated locals/chapters shall, upon written request of the Union and/or its affiliated locals/chapters, be granted a leave of absence without pay for the term of office, not to exceed two (2) years unless the absence of the employee would cause a substantial hardship on the operating efficiency of the employing unit.

The Employer agrees to provide the Union an explanation of why the request constitutes a hardship. Grievances involving the issue of whether a substantial hardship does, in fact, exist may be appealed directly to arbitration pursuant to Article IV of this Agreement. Notwithstanding the above, elected or appointed officials of the Union and/or its affiliated locals/chapters may elect to take vacation or earned compensatory time in lieu of a leave of absence without pay.

These same elected officers shall be released for monthly local/chapter meetings and quarterly Council 61 meetings under the same rules as above. The employee will provide the employee's supervisor with ten (10) calendar days written notice for these meetings. A Union officer's leave supersedes any other scheduled leave of bargaining unit members. Any special meeting requiring less than ten (10) calendar days' notice must be arranged through the Department of Administrative Services-Human Resources Enterprise (DAS-HRE) Union leave with less than ten (10) calendar days advance notice shall be limited to ten (10) days per employee per year.

Upon the request of the President of AFSCME Iowa Council 61 to the Chief Operating Officer of the Department of Administrative Services - Human Resources Enterprise, employees shall be granted a Union leave for other Union activities. Such leave(s) shall be limited to ninety (90) calendar days per person in each fiscal year. Pursuant to subsection A of this Section, the leave may be denied if the absence of the employee would cause a substantial hardship on the operating efficiency of the employing unit.

During Union leave without pay for thirty (30) calendar days or less, employees shall continue to accrue sick leave and annual (vacation) leave and the Employer will continue to pay the Employer's share of all insurances.

At the written request of the President of AFSCME Council 61, during periods of leave of thirty (30) calendar days or less, the Employer will continue to pay the employee's wages so that the employee's retirement contributions will be uninterrupted. The Employer shall submit a billing including the dates of the leave and the number of hours used to AFSCME within thirty (30) calendar days of the end of the pay period in which the leave occurred. The billing will include gross wages including the Employer's share of retirement and federal payroll taxes paid during such periods of Union leave without pay. The Employer shall receive reimbursement from the Union within thirty (30) calendar days following receipt of the Employer's billing. Failure to reimburse the Employer in accordance with this provision will nullify this subsection in its entirety for the period remaining in the term of this Agreement.

Section 7 - Union Conventions and Conferences

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

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

Union representatives selected to attend Union conferences shall be granted time off, without pay, not to exceed ten (10) work days annually, to attend said conferences.

The Union shall give the Employer at least ten (10) work days advance notice of the employees who will be attending such functions whenever possible. Time off taken pursuant to this Section may be charged to vacation, earned compensatory time, or leave of absence without pay as the individual employee may designate.

Section 8 - Discrimination

The parties agree that their respective policies will not violate any bargaining unit member's rights which are provided in this Agreement because of Union or non-union affiliation.

Section 9 - Union Activity Protection

Chapter 20 of the Code of Iowa provides that the Employer is prohibited from interfering with concerted Union activity, as set forth in Sections 20.10 (2) a-h of the Code of Iowa.

Bargaining unit employees who allege a violation of these rights may elect to file charges pursuant to Section 20.10

(2) of the Code of Iowa. In addition to the procedures set forth in the Code of Iowa, Section 20.11 and Public Employment Relations Board (PERE) Rules, Iowa Administrative Code 621-3, PERB shall, at the request of the parties and pursuant to this Agreement, provide an expedited procedure for the resolution of alleged violations of subsection A of this Section. When one of the parties submits a request to utilize this expedited procedure, the other party shall agree or disagree in writing within fourteen (14) calendar days of its receipt of the request. The procedure shall provide for an adjudicator designated by PERB to conduct a hearing and issue appropriate decisions and orders. The adjudicator shall endeavor to issue such decisions and orders within thirty (30) days. If the bargaining unit employee elects to utilize the expedited procedure, the parties to this Agreement agree that those procedures shall be exclusive and that the adjudicator's decision and order shall be final and binding.

Section 10 - Union Visitation

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

Section 11 - No Reprisal

The Employer shall not take reprisal action against an employee for disclosure of information by that employee to a member of the General Assembly, the Legislative Service Agency or the respective caucus staff of the General Assembly, or for disclosure of information which the employee reasonably believes is evidence of a violation of law or rule, mismanagement, a gross abuse of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

Section 12 - Electronic Communication

For purposes of this section, the term "electronic communication device" is defined to mean the Employer's telephone, cellular telephone, pager, facsimile machine, and the e-mail system. Only representatives of the Union whose names have been provided to the Employer shall be permitted to use electronic communication devices subject to the following conditions:

1. The amount of time used by the Union representative must be reasonable and must not unduly interfere with the performance of the Union representative's work duties.
2. Communication is limited to the processing of grievances, matters pertaining to investigatory interviews, labor/management meetings, and other information normally posted on Union bulletin boards.
3. No political campaign literature or material detrimental to the Employer will be transmitted by the Union representative.
4. Employees who use electronic communication devices will be responsible for

payment of costs incurred by the Employer which are in addition to normal operating costs.

5. Employer work rules and policies, not in conflict with this Section, will apply.

Nothing herein should be construed as creating restrictions on previously permitted uses or as authorizing use in locations where use is prohibited due to health, safety, confidential or security reasons.

Section 13 - New Employee Orientation

The Employer will notify the local Union President/Chapter Chair within fourteen (14) calendar days that a new employee has been hired. The Employer will provide the name(s) and work location(s) of all new employee(s). One (1) representative of the local Union shall be part of the Employer's formal orientation and shall be granted up to thirty (30) minutes for Union orientation during the formal orientation for new employees either as a group or with individuals. New employees who are members of the bargaining unit will be required to attend the thirty (30) minute Union orientation in paid status. Non-bargaining unit employees will not be allowed to attend the Union orientation.

Where the Employer does not have a formal orientation program, the Employer will notify the Local Union President/Chapter Chair, within fourteen (14) calendar days, that a new employee(s) has been hired. The Employer will provide the name(s) and work location(s) of the new employee(s). The Employer will allow, as the Union may elect, either up to thirty (30) minutes for Union orientation with the new employee to be scheduled by the Employer within thirty (30) days of the date of hire, or the distribution to new employees represented by the Union a packet of information material furnished to the Employer by the local Union.

The Employer retains the right to review materials provided for new employees by the Union and refuse to distribute any political campaign literature or material detrimental to the Employer.

The Union representative shall be in pay status for the thirty (30) minute Union orientation only if the representative is on duty at the time the orientation is presented. No local Union representative shall receive overtime, call-back pay, etc., for participating in the employee orientation program while off duty. This does not supersede the current agreement on New Employee Orientation between the Union and the Department of Corrections. That agreement remains in effect.

Section 14 - 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 15 - Work Rules

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

Section 16 – Management Rights

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

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign, and retain employees in positions within its agencies.
3. Suspend, discipline or discharge employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of its agencies.
8. Initiate, prepare, certify and administer its budget.

APPENDIX D
AIRPORT FIREFIGHTERS

1. Overtime Compensation

Notwithstanding the provisions of Article VI, Section 2, employees in the job classification Airport Firefighter shall receive overtime for those hours they work in excess of their regularly scheduled work shift.

2. Sick Leave Computation and Accrual

Article VII, Section 6, Sick Leave, Airport Firefighters shall continue to accrue sick leave using the current conversion factor.

3. Annual Leave Computation Accrual

Article VII, Section 7, Paid Annual Leave of Absence (Vacations), Airport Firefighters shall continue to accrue leave using their current conversion factor.

4. Holiday Computation and Accrual

Article VII, Section 8, Holidays for employees in the job classification Airport Firefighter, the hours for holidays shall be computed using the current conversion factor and the total shall be pro rata with the employee receiving one twenty-sixth (1/26) of the yearly entitlement per pay period. The hours shall be credited to the employee's accrued vacation account and shall be taken in accordance with the procedures set forth in Article VII, Section 7, Paid Annual Leave of Absence (Vacations).

5. Pursuant to Article VII, Section 7, Paid Annual Leave of Absence (Vacations) (B)l, Airport Firefighters will be granted leave equal to one (1) scheduled shift.

APPENDIX F DEPARTMENT OF CORRECTIONS

1. Scheduling for compensatory time, holidays, banked holidays and holiday premium time will be in accordance with Article VII, Section 7, Paid Annual Leave of Absence (Vacations).
2. In the event an employee of a correctional institution has been determined by the Appointing Authority to have been held hostage, the employee will be eligible for a paid leave of absence up to ninety (90) days as determined by a licensed physician to be necessary for recovery from stress. Such paid leave shall not be charged against the employee's sick leave account.
3. The parties recognize the importance of the confidentiality of medical information. Additionally, the parties agree that all applicable federal and State laws shall be followed in regards to information concerning inmates/residents/clients who have been identified as having communicable/contagious diseases. Employees will be provided with appropriate information which will be available either on each living unit or the institution's intranet system regarding inmates/residents/clients who have been identified as having communicable/contagious diseases of substantial health risk pursuant to the memorandum from Hal Farrier dated December 29, 1986, which addresses the Health Services Policy HSP-85-907. The provisions of this memorandum will be implemented no later than July 1, 2025.
4. "Med Passer" differential will be paid to Correctional Officers and Nursing Unit Coordinators that are required to pass medication. An eligible employee will receive seventy-five cents (\$0.75) per hour differential for a full shift on any day he or she passes medications, regardless of whether the employee actually passes medications on each hour of the shift. The differential will not be paid for days the employee does not pass medications.
5. Every employee required to wear Basic Dress Uniforms (BOU) will be provided with three (3) sets of cotton/polyester BDUs consisting of three (3) trousers, three (3) long sleeved shirts and three (3) short sleeved shirts.
6. The Employer will allow Union representatives the use of an existing phone line for Union business with supervisor's approval. This will be at no additional cost to the Union or the Employer. Use of this will be in compliance with Article II and Article IV of this Agreement.

7. Effective July 1, 2025, the Employer will reimburse employees up to one hundred and fifty dollars (\$150.00) per fiscal year of the cost for the initial purchase/replacement of shoes/boots for employees that are required to wear a particular color or style of shoes/boots.
8. Effective July 1, 2025, the Employer agrees to provide a paid meal period to all employees in the job classifications of Correctional Building Service Coordinators, Correctional Trades Leaders, and Correctional Food Services Coordinators. The Employer agrees to continue providing paid meal periods for those positions currently receiving them.
9. The Department of Corrections agrees that any changes to posts/positions that become open or are created will be discussed at monthly institution Labor/Management meetings.
10. Notwithstanding the language in General Provisions section 16 (Management Rights), the parties agree that shifts with no unpaid break for a meal period shall continue for all Registered Nurses, Licensed Practical Nurses and Nursing Unit Coordinators at all institutions.
11. Job bid/shift bid: allow staff to bid shifts, days off, and job positions removing the title of A/O to all positions. Determination of approved positions will be up to wardens of each institution. Any position that becomes vacant prior to determined open enrollment date, may be filled at the warden's discretion per institution until determined open enrollment date.

The State may make administrative adjustments to their start and finish times to implement staggered shifts as needed.

APPENDIX I DEPARTMENT OF TRANSPORTATION

1. Pursuant to Article VI, Section 1, Work Schedules, employees called out to work contiguous to their regularly scheduled shift will be allowed to complete their shift up to a total of twelve (12) consecutive hours.
2. The following shall control the interpretation of Article VI, Section 1, as applied to the Department of Transportation and shall not serve as a precedent to grievances from other departments nor serve in a prejudicial manner to either the Employer or the Union with respect to grievances from other departments:
 - Schedules: DOT maintenance employees will be furnished work schedules indicating the employees' days and hours of work. These schedules are for informational purposes only and shall not constitute the basis of a grievance concerning overtime eligibility or computation.

DOT employees working on a construction project will be informed of the location and hours of work of their assignment as soon as practicable after the Employer becomes aware of the location and hours of work.

- Hours: Reduction in hours during the work week should be done for lack of work or other legitimate reasons. Such determinations are at the sole discretion of the Employer. Maintenance garage employees will be sent home on the basis of inverse seniority within the maintenance garage. For purposes of this paragraph only, seniority groups will be defined as the individual job classification, except for Highway Technician Associate and Highway Technicians that are assigned to and currently performing highway maintenance work and Equipment Operators Seniors who shall constitute a single seniority group.
3. Pursuant to Article VI, Section 2, Overtime, for Blue Collar and Technical bargaining unit employees, in those cases when an employee, who is not scheduled for Saturday and Sunday work, is sent home due to lack of work, or is sick on a scheduled work day, work performed on a Saturday or Sunday during that work week will be paid at the premium rate of pay.

- 4 . Pursuant to Article VI, Section 2, Overtime, for "equalization of overtime" purposes, if the employee has not notified the Employer in writing that he/she will not be available for overtime, and if the Employer is not able to contact the employee and they can verify by phone record or other documentation that reflects the attempted contact, then the employee will be recorded as having declined to work overtime. Overtime equalization will be within twenty (20) hours per fiscal year.

A shared worker returning to his/her regular work unit shall be credited with the average number of overtime hours worked by employees within the same classification within the work unit while the employee was performing the shared worker duties.

- 5 . Pursuant to Article VII, Section 8, Holidays:
 - Holiday pay will be equal to one (1) regularly scheduled work day whether the employee actually works or not.
 - Holiday pay for employees assigned to and working on a construction site will be equal to the average of the hours worked per day in the work week containing the holiday, not to exceed ten (10) hours but not less than eight (8) hours.

APPENDIX K ATTENDANCE POLICY

Policies which may be developed during the term of this Agreement will be done with Union input.

APPENDIX O SECURITY BARGAINING UNIT

Pursuant to Article VI, Section 3, Meal Periods, the Employer agrees to continue providing paid meal periods for those positions currently receiving them.

APPENDIX P DEPARTMENT OF NATURAL RESOURCES

Park Managers shall not be assigned to work more than eight (8) weekends during non-peak season (November 1-April 15), except in those areas where the state maintains year-round cabins or lodges.

APPENDIX M
BOARD OF REGENTS (BOR)

A. Board of Regents Institutions

1. On a monthly basis, the Employer will provide the local Unions with a list of all employees considered to be confidential. The list shall include each employee's name, classification, seniority date, appointment percentage and work location.
2. Pursuant to Article II, Section 3(0), each institution within the BOR will continue its practice regarding Employer and employee contributions to TIAA/CREF or any qualified substitute retirement annuity during any Union leave without pay of thirty (30) calendar days or less.
3. Pursuant to Article IV, Section 2, grievances shall be submitted to the department head or their designee at Step 1 and to the following persons or their designee at Step 2:
 - a. Iowa Braille and Sight Saving School: Superintendent
 - b. Iowa School for the Deaf: Superintendent
 - c. Iowa State University: Associate Vice President for Human Resource Services
 - d. University of Iowa: Senior Associate Director, Human Resources, Director of Employee and Labor Relations. The University of Iowa reserves the right to remove Social Security numbers from grievances. University ID or Employee ID may be used in lieu of Social Security numbers.
 - e. University of Northern Iowa: President
4. Pursuant to Article IV, Section 2, grievances which have not been settled under the foregoing procedure are eligible for arbitration and the BOR office will be the representative in arbitrations involving the Regents institutions.
5. Pursuant to Article IV, Section 14, BOR Institutions shall participate in GRIP with one management panel member from the BOR Office staff.
6. When an employee is terminated during the probationary period following a promotion, the employee shall be afforded the rights set forth in Article VI, Section 2(I) The employee will only be allowed to be recalled to a classification that is in the same or lower pay grade than the original classification of the employee prior to the promotion.
7. The Employer and the local Unions shall establish a procedure for providing copies of all job postings to the local Unions.
8. Effective July 1, 2025, the Employer agrees to pay all covered Regents employees, in addition to the employee's regular hourly rate, a shift differential of one dollar and fifty five cents (\$1.55) per hour for any regularly scheduled permanent shift of which four (4) or more hours occur between 6:00 p.m. and midnight, and a shift differential of one dollar and seventy five cents (\$1.75) per hour for any regularly scheduled permanent shift of which four (4) or more hours occur between midnight and 6:00a.m. Employees who work rotating shifts on a regularly scheduled permanent basis shall be eligible for shift differential.

Employees shall not be eligible for shift differential pursuant to this Section as a result of an extension of their regular work day into a shift differential period. For purposes of this Section, a regularly scheduled permanent shift is defined as those situations where an employee is assigned to the same shift for a period of time in excess of two (2) weeks [fourteen calendar days]. Employees entitled to shift differential shall receive the applicable shift differential for all hours worked.

9. Pursuant to Article X, Section 2, Buildings/ Structures/Steam Tunnels, the Employer and the Union, at local Labor/Management meetings, will establish policies and procedures for safe operation and protocol for work in steam tunnels and permit-required confined spaces.
10. Pursuant Article X, Section S, the Employer will reimburse employees for the cost, up to one hundred and fifty dollars (\$150.00), of safety shoes for employees who are required to wear them.
11. The Employer will follow protocol established by CDC and other accrediting bodies, such as Joint Commission on the Accreditation of Hospitals. Education will be provided as needed. Other issues shall be referred to Health & Safety Committees pursuant to Article X, Section 11.
12. Pursuant to Article V, Section 2 (Seniority Lists), the Regents Institutions shall prepare and distribute seniority list electronically. The lists shall be updated semiannually and contain each employee's name, classification and seniority date. An electronic copy of the seniority list shall be furnished to the Union and local union at the time of distribution. Additionally, sixty (60) hard copies, or less by mutual agreement, will be provided, per campus, for the local union(s) to post at their discretion.

B. Iowa State University

1. Pursuant to Article IX, Section 7, Training, employees at Iowa State University who work with asbestos shall receive training and medical examinations in accordance with State of Iowa law. Training for handling of other hazardous materials and chemicals will be provided in accordance with applicable regulations and laws.
2. Iowa State University agrees to make available cold weather gear (insulated Carhartt bibs, coats, and gloves) for the snow crew.

C. University of Iowa

1. Bargaining unit members may be invited to participate in University of Iowa Wellness programs on a similar basis to other University of Iowa faculty and staff, at the University's sole discretion. Bargaining unit employees may receive cash incentives established at the University's sole discretion as part of these programs. Employees may be responsible for any fees that may be required for individual programs. If meetings for a particular program occur during an employee's regularly scheduled work time, the employee may be released to attend by his/her immediate supervisor in paid status. Absences for treatment or rehabilitation at the direction of the employee's health care provider and not directly associated with the UI Wellness programs are not addressed by this provision but may be covered under the sick leave provision of this agreement. Release time to attend Wellness related activities shall be at the sole discretion of the Employer.

The participation of bargaining unit employees at the University of Iowa in the University's Wellness programs does not create a precedent or obligation on the part of other units of the Employer. Furthermore, the University may make changes to its Wellness programs at its sole discretion, so long as bargaining unit staff members are treated consistent with other University faculty and staff in regard to such changes.

Further, the parties agree if funding should become available for the creation of wellness programs for merit-covered staff at the other Regent institutions that such programs would be discussed with AFSCME Iowa Council 61 before implementation.

D. University of Northern Iowa

1. The University of Northern Iowa shall maintain its current policy regarding cold weather clothing for employees.

APPENDIX R CLERICAL BARGAINING UNIT

1. Pursuant to Article VI, Section 3, Meal Periods, the Employer agrees to continue the practices in effect on January 1, 1989, on providing meal periods for all bargaining unit employees.
2. Pursuant to Article VI, Section 4, Paid Rest Periods, the Employer agrees to continue the practices in effect on January 1, 1989, on providing rest periods for all bargaining unit employees. The employees who work at least one (1) hour beyond their regularly scheduled shift shall receive a fifteen (15) minute rest period.

APPENDIX T IOWA WORKFORCE DEVELOPMENT DEPARTMENT

1. The Union and the Employer agree to continue Statewide Labor/Management Meetings according to the procedure used during the 2005-2007 Collective Bargaining Agreement.
2. In accordance with Article VI, Section 2(A)(2), department approved Workforce Development training and conferences will be regarded as hours worked for the purpose of computing overtime pay.

APPENDIX W PATIENT CARE BARGAINING UNIT

1. Pursuant to Article IX, Section 5, Tuition Reimbursement, the Employer will schedule in-service training sessions at least four (4) times per fiscal year. The Department of Corrections, Department of Human Services and the Iowa Veterans Home will provide sixteen (16) hours of work time for job related professional development approved by Management for registered nurses during the term of the Collective Bargaining Agreement.
- 2a. Pursuant to Article VI, Section 2(B), Overtime Compensation, employees in the Patient Care bargaining unit excluding Activity Specialists, Registered Nurses, Nurse Clinicians, Nurse Specialists, Nurse Practitioners, and Physician Assistants shall be compensated for all hours in pay status in excess of forty (40) in a work week.
- 2b. Pursuant to Article VIII, Section 2(B), Overtime Compensation, Activity Specialists, Registered Nurses, Nurse Clinicians, Nurse Specialists, Nurse Practitioners, and Physician Assistants shall be compensated for all hours in pay status in excess of eighty (80) hours in a pay period.

- 2c. The Employer shall make every reasonable effort to ensure that employees may use paid leave accrued under this Appendix in accordance with operational needs.
3. Temporary vacancies shall be offered to the most senior employee for voluntary assignment but shall be mandated to the least senior employee if all more senior employees refuse the assignment unless the Employer has a business necessity or the vacancy requires the employee to possess a special qualification.

The parties agree that temporary vacancy policies or practices that are currently in place will remain intact unless mutually agreed upon otherwise. Policies which may be developed during the term of this Agreement will be done with Union input.

4. Each local Union shall develop a protocol at each DOC facility specifying a proposed scheduling system for holidays which has zero (0) budget impact and provides necessary coverage. Upon receipt of the proposal by management, a date for the implementation of the schedule will be set no later than thirty (30) days after receipt.
5. No Patient Care Bargaining Unit employee shall be responsible for the determination, approval or scheduling of overtime, due to call ins.

**APPENDIX X DEPARTMENT OF HOMELAND
SECURITY AND EMERGENCY
MANAGEMENT**

1. The year for the purpose of utilization of compensatory time shall end September 30.

