

**2023~~5~~ - 2025~~7~~**

**COLLECTIVE BARGAINING AGREEMENT**

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



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

Effective: July 1, 2023~~5~~ through June 30, 2025~~7~~

## ARTICLE I AGREEMENT

This Agreement made and entered into this 1st day of July 2023~~5~~, at Des Moines, Iowa, pursuant to the provisions of Chapter 20 of the Code of Iowa, by and between the State of Iowa (hereinafter referred to as the Employer) and the American Federation of State, County, and Municipal Employees, Iowa Public Employees Council 61, AFL-CIO (hereinafter referred to as the Union), and its appropriate affiliated locals, as representatives of employees employed by the State of Iowa, as set forth specifically in Appendix A.

## ARTICLE II RECOGNITION AND UNION SECURITY

### Section 1 Bargaining Units

- A. The Employer recognizes the Union as the exclusive collective bargaining agent for employees as certified by the Iowa ~~Public~~ Employment ~~Appeal Relations~~ Board (~~EAB~~~~PERB~~) 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.
- B. 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 seven hundred eighty (780) hours 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.
- C. 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.
- D. The Employer shall notify the Union prior to adding or deleting public safety 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~~ ~~PERB~~ for final resolution.

### Section 2 Union Leave

- A. 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.

- B. 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 day's 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 day's advance notice shall be limited to ten (10) days per employee per year.
- C. Upon the request of the President of AFSCME Iowa Council 61 to the DAS General Counsel, 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.
- D. 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 3 Union Conventions and Conferences**

[CURRENT CONTRACT LANGUAGE]

**Section 4 Union Activity Protection**

- A. Chapter 20 of the Code of Iowa provides that the Employer is prohibited from interfering with concerted Union activity, as set forth in Sections 20.10(2)a-h of the Code of Iowa.
  
- B. Bargaining unit employees who allege a violation of these rights may elect to file charges pursuant to Section 20.10(2) of the Code of Iowa. In addition to the procedures set forth in the Code of Iowa, Section 20.11 and ~~Public Employment Relations Board (PERB)~~ EAB Rules, Iowa Administrative Code 621--3, ~~(PERB)~~ EAB 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)~~ EAB 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.
  
- C. Bargaining unit employees, including Union officers and representatives, shall not conduct any Union activity or Union business on State time except as specifically authorized by the provisions of this Agreement.

**Section 5 Union Visitation**

[CURRENT CONTRACT LANGUAGE]

**ARTICLE III  
MANAGEMENT RIGHTS**

[CURRENT CONTRACT LANGUAGE]

**ARTICLE IV  
GRIEVANCE PROCEDURE**

**Section 1 Definition**

[CURRENT CONTRACT LANGUAGE]

**Section 2 Grievance Steps**

- A. 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, 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 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.

B. Step 2

If dissatisfied with the Employer's answer in Step 1, to be considered further, the grievance must be appealed by e-mail, regular U.S. mail, local mail (institutional, departmental or interdepartmental) or hand-delivered to DAS Labor and Legal Services Coordinator at hre-lrt-coordinator@iowa.gov or the Director of Human Resources/Merit Systems for Board of Regents, 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, DAS-LLS or the Director of Human Resources/Merit Systems for Board of Regents, 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 or video conference. Within thirty (30) calendar days following this meeting, a written answer will be issued and attached to the grievance by DAS-LLS or the Director of Human Resources/Merit Systems for Board of Regents and returned to the grievant and the Union Representative. Step 2 answers shall be sent by e-mail, regular U.S. mail, local mail (institutional departmental or interdepartmental), hand-delivered, or e-mail (if the grievant provides an e-mail address).

C. Step 3 – 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 ~~(PERB)~~ EAB to submit a five (5) member panel of arbitrators. If the panel submitted by ~~(PERB)~~ EAB is unacceptable to either party, the parties shall request a second panel of arbitrators from ~~(PERB)~~ EAB. The AFSCME representative and the DAS-LLS or the Director of Human Resources/Merit Systems for Board of Regents 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-LLS or the Director of Human Resources/Merit Systems for Board of Regents Employees 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 explicitly provided in 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**

[CURRENT CONTRACT LANGUAGE]

**Section 4 Retroactivity**

[CURRENT CONTRACT LANGUAGE]

**Section 5 Exclusive Procedure**

[CURRENT CONTRACT LANGUAGE]

**Section 6 Names of Stewards and Management Representatives**

[CURRENT CONTRACT LANGUAGE]

**Section 7 Representation**

[CURRENT CONTRACT LANGUAGE]

**Section 8 Processing Grievances**

[CURRENT CONTRACT LANGUAGE]

**Section 9 Discipline and Discharge**

[CURRENT CONTRACT LANGUAGE]

**Section 10 Exclusion of Probationary Employees**

[CURRENT CONTRACT LANGUAGE]

**Section 11 Exclusion of Grievant**

[CURRENT CONTRACT LANGUAGE]

**Section 12 Exchange of Information for Processing Grievances**

[CURRENT CONTRACT LANGUAGE]

**Section 13 Resolution of Timeliness Arbitrability Issues**

[CURRENT CONTRACT LANGUAGE]

**ARTICLE V  
SENIORITY**

[CURRENT CONTRACT LANGUAGE]

**ARTICLE VI  
LAYOFF PROCEDURE**

**Section 1 Application of Layoff**

[CURRENT CONTRACT LANGUAGE]

**Section 2 General Layoff Procedures**

When a layoff or hours reduction occurs, the following general rules shall apply:

- A. Layoff shall be by classification and subtitle as set forth in the job specifications.
- B. Layoff shall be by organizational unit as defined Appendix B. follows:
  - 1. Regents:
    - Institutions
  - 2. Transportation:
    - ~~Motor Vehicle Enforcement Bureau—Statewide layoff unit~~
    - Bureau of Investigation & Identity Protection - Statewide layoff unit
- C. An agency may not layoff permanent employees until they have eliminated all non-permanent employees within the layoff unit in the same classification in the following order: emergency, temporary, provisional, intermittent, trainee, and probationary. Employees in the layoff unit may volunteer for layoffs with the most senior volunteer(s) being accepted. Employees may volunteer only with the agreement of the President of AFSCME Iowa Council 61.
- D. The Employer shall notify the Union at least sixty (60) calendar days in advance of any anticipated layoff.
- E. Each employee affected by a reduction in force shall be notified in writing of layoff at least

twenty (20) working days prior to the effective date of the layoff unless budgetary limitations require a lesser period of notice.

- F. Employees in the layoff unit shall be laid off in accordance with seniority and ability. Layoff shall be by seniority with the least senior employee being laid off first unless the least senior employee possesses special skills and ability required to meet the needs of the Employer, and that the senior employee must also possess the academic qualifications required for the position.
- G. The position occupied by the least senior employee in the classification subject to the layoff shall not be considered a vacancy pursuant to Article VII; therefore, this position shall not be posted for transfer.
- H. A permanent employee in a classification in which layoffs are to be effected may, in lieu of layoff, elect bumping to the next lower classification in the layoff unit in the same series as the classification in which layoffs are to be effected or, in the absence of a lower classification in the same series, to a classification in the layoff unit which the employee has formerly occupied while in the continuous employ of the agency, or in the absence of a classification in the layoff unit which the employee has formerly occupied while in the continuous employ of the agency, to an equal or lower classification in the layoff unit for which they meet the minimum qualifications of the job. The assignment in the classification will be at the Appointing Authority's discretion; however, such assignment shall not be permitted if the result would be to cause the bumping of a permanent employee with greater seniority. To exercise the right of bumping, in lieu of layoff, the employee must notify the Appointing Authority, in writing, of such election, which must be received or postmarked no later than five (5) calendar days after receiving notice of layoff. Any permanent employee displaced under these provisions shall have the right of election as provided herein.

The Employer shall notify the employee in writing of the exact location of the position to be bumped into. After receipt of this notification, the employee shall again have five (5) calendar days in which to notify the Appointing Authority, in writing, to either accept the position or be laid off.

Any employee who elects to bump in lieu of layoff shall have the right of recall to the classification he/she formerly occupied, provided he/she meets the qualifications of the position, before any other person may be promoted to or a new employee hired for such classification by the Appointing Authority enforcing the layoff. Upon bumping, an employee shall retain his/her current rate of pay except that if such rate of pay is higher than the highest rate currently paid for the classification to which the employee bumps, his/her pay shall be reduced to that rate of pay. Additionally, if federal funds are involved, the employee upon bumping will receive the salary provided by the federal grant. In such an event, the Employer will make a good faith effort to obtain additional federal funds. Any employee laid off because of reduction in force shall be offered a position in the classification from which he/she was laid off provided he/she meets the minimum qualifications for the position, before a new employee may be hired for such position by the Appointing Authority enforcing the layoff, if such opening becomes available within two



(2) years of such layoff because of a reduction in force. Employees who are covered by another collective bargaining agreement cannot bump an employee covered by this Agreement.

- I. The Employer shall maintain a recall list of employees who were laid off, who exercised their bumping rights, or who made written notice to the Employer of their recovery from long-term disability or injury after the expiration of a leave of absence:
  1. Employees who exercised bumping rights shall be placed on the recall list for the class from which they were laid off.
  2. Employees who are laid off or who make written notice to the Employer of their recovery from a long-term disability or injury shall be placed on the recall list for the class they held prior to layoff or disability. In addition, the employee may also designate other classifications within the same classification series or equal or lower paygrade, provided he/she meets the qualifications and/or passes the applicable DAS-HRE merit or BOR merit test, and the defined organizational units to which the employee will accept recall. The designation of classes or organizational units may be changed monthly by the employee through procedures agreed to by AFSCME/Iowa Council 61 and the Employer. If an employee is recalled to a position in a classification which the employee has not previously held, the employee will serve a probation period. If the recalled employee fails to successfully complete the probation period, the employee will be laid off without bumping rights and placed on the recall list as described above for a period of two (2) years.
  3. Employees who refuse to accept any reassignment in excess of twenty-five (25) miles of the original work site shall be placed on the recall list as described in numbers one (1) and two (2) above.
  4. Failure to accept any position listed by the employee pursuant to number two (2) above when offered by certified mail within five (5) calendar days after notice of recall shall negate any further recall rights.
  5. If a laid off employee accepts a temporary position, he/she shall remain on the recall list.
- J. The determination of the layoff order is subject to the grievance procedure commencing at Step 2. The implementation of such layoff shall not be delayed pending the resolution of such grievances.
- K. Whenever a permanent vacancy as defined in Article VII, before a new or temporary employee is hired, employees shall be allowed to transfer or be recalled in the order set forth in Article VII.

## **ARTICLE VII TRANSFERS**

### **Section 1 Eligibility**

[CURRENT CONTRACT LANGUAGE]

**Section 2 Transfers Within Employing Units**

A. The Employer shall post all openings indicating the specific location, shift, work unit and days off. Specific location shall be defined as the Institution for Regents employees, assigned counties of work for ~~Motor Vehicle Enforcement Bureau~~ or the Bureau of Investigation & Identity Protection. Specific shift shall be defined as the hours of work. Specific work unit shall be defined as the area inside of the organizational unit where the employee performs his/her work. Specific work unit can be defined as rotating post or relief post. Specific days off shall be the days off that are assigned to the position.

A period of five (5) work days from the date of the announcement shall be allowed for interested employees to file a written request to be included in the group of applicants to be considered for that vacancy. At the close of the five (5) work day posting period, the Employer will review those requests from any employee in the same employing unit who is in the same classification as the vacancy. When an employee applies for a posted position and has not removed his/her name by the close of the posting, the employee must accept the job, if offered. The Employer shall offer the position to the most senior bargaining unit employee who has filed a transfer request. In the event an employee is the most senior bidder for more than one position simultaneously, he/she shall immediately accept one (1) of the positions.

B. The Employer shall transfer the most senior employee who makes the transfer request for the open position provided he/she possesses the ability to perform the duties as assigned and meets any job related special or selective certification requirements. Such requirements shall be reflected on the posting. The Employer may deny transfers if the transfer would substantially impair the Employer’s ability to maintain operational efficiency. The Employer is not obligated to retrain employees in order to qualify them for transfers under the provisions of this Article. Nothing within this Article should be construed to require the Employer to accept a transfer between Employing Units.

**Section 3 Transfers Between Employing Units Within a State Agency**

[CURRENT CONTRACT LANGUAGE]

**Section 4 Definition of Permanent Vacancy**

[CURRENT CONTRACT LANGUAGE]

**Section 5 Transfer Limitations**

[CURRENT CONTRACT LANGUAGE]

**Section 6 Return from Military Service**

[CURRENT CONTRACT LANGUAGE]

**ARTICLE VIII  
HOURS OF WORK**

**Section 1 Work Schedules**

[CURRENT CONTRACT LANGUAGE]

## Section 2 Overtime

### A. Definitions

1. Overtime:  
Time that an employee works in excess of their regularly scheduled shift. For purposes of this section, overtime includes any hours worked on a scheduled day off.
2. Work Period:  
A regularly recurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods.

### B. Overtime Compensation

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

1. Overtime pay shall be paid to the employee as follows:
  - a. Employees who receive Monthly paychecks – within two (2) weeks following the end of the pay period.
  - b. Employees who receive Semi-monthly paychecks – shall be paid on the employees next semi-monthly pay check.
  - c. Employees who receive bi-weekly paychecks – shall be paid on the employees next bi-weekly pay check.
2. The decision to pay overtime in cash or compensatory time rests with the employee; however, the Employer reserves the right to require employees to take cash payment rather than earned compensatory time.
3. Compensatory time can only be accumulated to one hundred sixty (160) hours. Any hours over one hundred sixty will be paid out in cash. All Bargaining Unit employees will be allowed to carryover one hundred sixty (160) of Compensatory time from one fiscal year to the next.
4. A request can be made by the employee for a payout in cash of any accumulated compensatory time. There must be at least a two (2) week notice to the personnel office. The money will be included in the pay check for the pay period during which the request is made.
5. Compensatory time may be carried over into a new State fiscal year; however, the Employer may designate other than the State's fiscal year for purposes of utilization of compensatory time. For those work units where other than the State's fiscal year is utilized, the Employer will so notify the Union. Compensatory time due an employee at the end of the State's fiscal year, or other designated year where applicable, shall be paid out in cash.
6. Compensatory time off shall be granted at the request of the employee with the approval of the Appointing Authority or his/her designee. Compensatory time off shall be granted at the convenience of the employee, whenever possible, consistent with the staffing needs of the agency.

### C. Scheduling of Overtime

See Appendix D for Regents overtime equalization.

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

~~7. Bureau of Motor Vehicle Enforcement~~

~~a. If an overtime opportunity cannot be filled by employees in the work unit, the Employer may mandate overtime to employees within 60 air miles of the work unit.~~

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

~~Assigned~~

~~Escort time~~

~~HP grant~~

~~Declined overtime/failure to respond to overtime opportunities~~

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

~~Call-out emergency~~

~~Escort Emergency~~

~~Employee specific~~

~~End of shift~~

~~Training~~

~~Winter/snow and ice removal assistance~~

7.8. Bureau of Investigation and Identity Protection

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

Assigned

Escort time

HP grant

Declined overtime/failure to respond to overtime opportunities

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

Call out emergency

Escort Emergency

Employee specific

End of shift

Training

Winter/snow and ice removal assistance

- c. Pyramiding Prohibited

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

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

- d. Employees Returning From Leaves of Absence

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

### Section 3 Meal Periods

- A. All employees shall be granted a paid meal period of at least thirty (30) minutes in duration. Where practicable, the Employer will attempt to schedule the meal period at approximately the middle of each shift.
- B. During overtime work hours, the Employer shall schedule additional paid meal periods as are reasonable.
- C. ~~A daily per diem allowance of ten dollars (\$10) per day shall be paid to all Motor Vehicle Enforcement employees covered by this Agreement who work four (4) or more hours on that day. No special documentation shall be necessary to receive this per diem. The Employer and the Council recognize that these officers are required, as a condition of their employment and for the convenience of the Employer, to eat certain meals outside of their homes while on duty. Additionally, if in travel status, the DOT employees will receive the current meal reimbursement rates and lodging rates in accordance with the current DAS guidelines. An employee in travel status is not eligible to receive per diem. BIIP investigators will receive the ten dollars (\$10) per day when away from the office and not in travel status.~~

**Section 4 Rest Periods**

[CURRENT CONTRACT LANGUAGE]

**Section 5 Shift Differential**

[CURRENT CONTRACT LANGUAGE]

**Section 6 Standby**

[CURRENT CONTRACT LANGUAGE]

**Section 7 Call-Back Time**

[CURRENT CONTRACT LANGUAGE]

**Section 8 Travel Between Work Sites**

[CURRENT CONTRACT LANGUAGE]

**Section 9 Scheduling of Volunteer Emergency Personnel**

[CURRENT CONTRACT LANGUAGE]

**ARTICLE IX  
WAGES AND FRINGE BENEFITS**

**Section 1 Wages**

A. On the first day of the pay period that includes July 1, 2023~~5~~, employees ~~in the bargaining units~~ covered by this Agreement shall receive a ~~two five~~ percent (~~5~~2.0%) across-the-board pay increase.

~~Department of Transportation~~ All employees in this bargaining unit eligible for negotiated within-range step increases shall receive automatic step increases in accordance with their eligibility date. The new rate of pay shall start on the first day of the pay period in which the employee’s eligibility date occurs. The current procedure used in Regents will continue as it currently exists. The step increases shall be automatic three ~~six~~ percent (~~6.0~~3.0%) within-grade increases in accordance with their eligibility date.

~~Prior to July 1, 2023, the employer and Union shall meet and agree to slot each employee of the Board of Regents into the pay scale agreed to under Appendix A of this Agreement. During the first year of this Agreement, Regents employees subject to this Agreement shall not receive a separate within range step increase for FY24. The parties agree if there are any disagreement on lots to go to mediation/arbitration.~~

B. On the first day of the pay period that includes July 1, 2024~~6~~, ~~Department of Transportation~~ employees covered by this Agreement shall receive a ~~five~~ two percent (~~5~~2.0%) across-the-board pay increase.

~~On the first day of the pay period that includes July 1, 2024, Board of Regents employees covered by this Agreement shall receive a six percent (6.0%) across-the-board pay increase.~~

All employees eligible for negotiated within-range step increases shall receive automatic step increases in accordance with their eligibility date. The new rate of pay shall start on the first day of the pay period in which the employee's eligibility date occurs. The current procedure used in Regents will continue as it currently exists. The step increases shall be automatic ~~six~~ **three** percent (~~6.0%~~ **3.0%**) within-grade increases in accordance with their eligibility date. ~~for Department of Transportation employees and five percent (5.0%) within-grade increases in accordance with their eligibility date for Board of Regents employees.~~

- C. In addition, Regents employees who are promoted, demoted, reclassified, assigned special duties, or lead workers will have their pay set based upon the administrative rules of the Regent Merit System with the value of a step equal to six percent (6.0%) in FY24 and five percent (5.0%) in FY25.
- D. All employees in classifications recommended for a pay grade increase who are currently paid above the minimum of the class shall be placed at the same percent above the minimum of the new pay grade as the employee was receiving within the prior pay grade.
- E. No person brought into an AFSCME bargaining unit by stipulation by the parties, action by **PERB/EAB**, or by operation of law shall suffer any loss of salary or salary potential as a result of inclusion in the AFSCME bargaining unit.
- ~~F. All employees who are members of the bargaining unit as of July 1, 2021, shall receive a within-grade step increase of four and one-half percent (4.5%) and shall have their step movement eligibility date adjusted to July 1. All employees entering the bargaining unit after July 1, 2021, shall have their step movement eligibility date set consistent with their date of hire.~~
- ~~G. Effective June 30, 2025, automatic within range step increases under sections A, B, and C of this Section shall revert to four and one-half percent (4.5%).~~

## **Section 2 Deferred Compensation**

[CURRENT CONTRACT LANGUAGE]

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

[CURRENT CONTRACT LANGUAGE]

## **Section 4 Health Benefits**

[CURRENT CONTRACT LANGUAGE]

## **Section 5 Dental Benefits**

[CURRENT CONTRACT LANGUAGE]

**Section 6 Board of Regents Health and Dental Benefits**

[CURRENT CONTRACT LANGUAGE]

**Section 7 Workers' Compensation Benefits**

[CURRENT CONTRACT LANGUAGE]

**Section 8 Life Benefits**

[CURRENT CONTRACT LANGUAGE]

**Section 8 Disability Benefits**

[CURRENT CONTRACT LANGUAGE]

**Section 9 Sick Leave**

[CURRENT CONTRACT LANGUAGE]

**Section 10 Paid Annual Leave of Absence (Vacation)**

[CURRENT CONTRACT LANGUAGE]

**Section 11 Holidays**

[CURRENT CONTRACT LANGUAGE]

**Section 12 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.

~~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.~~  
**BOR employees will be paid in a time and manner in compliance with Iowa Code § 91A.**

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.

**Section 13 Uniforms / Clothing Maintenance Allowance**

[CURRENT CONTRACT LANGUAGE]



**Section 14**

[CURRENT CONTRACT LANGUAGE]

**ARTICLE X  
LEAVES OF ABSENCE**

[CURRENT CONTRACT LANGUAGE]

**ARTICLE XI  
MISCELLANEOUS**

[CURRENT CONTRACT LANGUAGE]

**ARTICLE XII  
HEALTH AND SAFETY**

[CURRENT CONTRACT LANGUAGE]

**ARTICLE XIII  
GENERAL**

[CURRENT CONTRACT LANGUAGE]

**TERMINATION OF AGREEMENT**

The terms and conditions of this Agreement shall continue in full force and effect commencing on July 1, 202~~3~~5, and terminating on June 30, 202~~5~~7, unless the parties mutually agree in writing to extend any or all of the terms of this Agreement. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled.

**APPENDIX A  
PAYGRADES AND CLASSIFICATIONS**

Public Safety

001

**GENERAL GOVERNMENT**

Class	Pay	Class		Bargaining
<u>Code</u>	<u>Grade</u>	<u>Title</u>		<u>Unit</u>

86340 31 Motor Vehicle Investigator  
~~86360 29 Motor Vehicle Officer~~  
~~86361 31 Motor Vehicle Sergeant~~

All Department of Transportation Classes listed above receive premium overtime.

Effective July 1, 2023~~5~~

Pay Grade	Annual Minimum	Annual Maximum	Bi-Weekly Minimum	Bi-Weekly Maximum	Hourly Minimum	Annual Maximum
<del>29</del>	<del>\$60,236.80</del>	<del>\$89,440.00</del>	<del>\$2,316.80</del>	<del>\$3,440.00</del>	<del>\$28.96</del>	<del>\$43.00</del>
31	\$65,145.60	\$98,446.40	\$2,505.60	\$3,786.40	\$31.32	\$47.33

Effective July 1, 2024~~7~~

Pay Grade	Annual Minimum	Annual Maximum	Bi-Weekly Minimum	Bi-Weekly Maximum	Hourly Minimum	Annual Maximum
<del>29</del>	<del>\$63,252.80</del>	<del>\$93,912.00</del>	<del>\$2,432.80</del>	<del>\$3,612.00</del>	<del>\$30.41</del>	<del>\$45.15</del>
31	\$68,411.20	\$103,376.00	\$2,631.20	\$3,976.00	\$32.89	\$49.70

~~For purposes of this Agreement, the above referenced pay grades include 5.0% increases effective July 1, 2023, and July 1, 2024, consistent with Article IX, Section 1 of this Agreement.~~

**\*\*Pay Charts will be updated to reflect agreed upon wage increases.**

**REGENTS**

Class	Pay	Class
<u>Code</u>	<u>Grade</u>	<u>Title</u>
7514	318	Police Officer
7521	320	Police Sergeant
<del>7541</del>	<del>319</del>	<del>Community Outreach Specialist</del>

~~Effective July 1, 2023~~

<del>Grade</del>	<del>Pay Basis</del>	<del>07/01/2023 Minimum</del>	<del>07/01/2023 Maximum</del>
<del>318</del>	<del>Annual</del>	<del>\$60,777.60</del>	<del>\$85,883.20</del>
<del>319</del>	<del>Annual</del>	<del>\$65,665.60</del>	<del>\$91,104.00</del>
<del>320</del>	<del>Annual</del>	<del>\$72,800.00</del>	<del>\$93,600.00</del>

~~Effective July 1, 2024~~

<del>Grade</del>	<del>Pay Basis</del>	<del>07/01/2024 Minimum</del>	<del>07/01/2024 Maximum</del>
<del>318</del>	<del>Annual</del>	<del>\$64,417.60</del>	<del>\$91,041.60</del>
<del>319</del>	<del>Annual</del>	<del>\$69,596.80</del>	<del>\$96,574.40</del>
<del>320</del>	<del>Annual</del>	<del>\$77,168.00</del>	<del>\$99,216.00</del>

- ~~• The parties agree if there are any disagreement on slots to go to mediation/arbitration.~~
- ~~• Staff classified on 6/30/2023 will receive their contractual step increase on 7/1/2024.~~

**\*\*Pay Charts will be updated to reflect agreed upon wage increases.**

**PROBATIONARY PERIODS (REGENTS)**

[CURRENT CONTRACT LANGUAGE]

## APPENDIX B ORGANIZATIONAL AND EMPLOYING UNITS

Organizational units for purposes of layoff pursuant to Article VI and employing units for purposes of transfers pursuant to Article VII are defined as:

1. Regents:  
Institutions
2. Transportation:  
~~Motor Vehicle Enforcement Bureau – Statewide~~  
Bureau of Investigation & Identity Protection – Statewide

## APPENDIX C MOTOR VEHICLE ENFORCEMENT

1. Upon retirement from ~~the Motor Vehicle Enforcement Bureau or~~ the Bureau of Investigation & Identity Protection, the Department will issue the retired officer identification pursuant to the Law Enforcement Officers Safety Act of 2004.
- ~~2. DOT Motor Vehicle Enforcement may swap two (2) days off in a calendar month. An employee may swap for one Saturday or Sunday per calendar month. If a Saturday or Sunday is swapped, it must be swapped for a Monday or a Friday. An employee must provide at least twelve (12) hours notice to the Employer before the start of the shift they intend to swap. The Employer may deny a request to swap based upon the operational needs of the department.~~

## APPENDIX D BOARD OF REGENTS (BOR)

This Appendix pertains to bargaining unit members employed with the University of Iowa, Iowa State University and the University of Northern Iowa. It is the intent of the parties to maintain the existing policies, procedures, and practices of each of the institutions Department of Public Safety relative to the issues addressed in this Appendix. In the event of any conflict or inconsistency between the provisions of this Appendix and the provisions of the Agreement, the Appendix will govern.

Regents Institutions will meet and confer with the Bargaining Unit concerning the following: recruitment or retention payments, advanced starting rate, or special compensation.

### **Recruitment or retention payments.**

A payment to a job applicant or an employee may be made for recruitment or retention reasons. The resident director shall first submit a written explanation to the merit system director prior to any payment being made. As a condition of receiving recruitment or retention pay, the recipient must sign an agreement to continue employment with the employing department to be commensurate with the amount of the payment. If the recipient is terminated for cause or voluntarily leaves state employment, the recipient will be required to repay the employing department for the proportionate amount of the payment for the time remaining and it will be

recouped from the final paycheck. When the recipient changes employment to another state agency, a repayment schedule must be approved by the employing department and the state agency. Recoupment will be coordinated between the state agency and the institution to ensure the proper reporting of taxes

### **Advanced Starting Rate**

The institution's University Human Resources Office of Classification and Compensation, on the basis of economic or employment conditions which make it difficult or impossible to recruit at the minimum rate of the pay grade to which a classification is assigned, and subject to approval by the Merit System Director, may authorize for a designated period of time for that classification at a starting rate of pay higher than the minimum. Where such a higher starting rate is authorized all Advanced Starting Rates will be a rate within the pay grade which is greater than the minimum rate of the pay grade for a specific classification as provided for in the approved pay plan.

### **Special Event Procedure.**

An employee that has been granted by Management eight (8) consecutive days off will not be eligible to be drafted for an overtime assignment during the eight (8) consecutive days off.

### **Special Compensation**

When the services of employees are temporarily needed in a position in a higher-level classification within the institution other than the position to which the employees are assigned, they may be given special assignment, with the prior approval of the University Human Resources Office of Classification and Compensation and ISU Department of Public Safety, to perform the duties of such position for a period not to exceed one year. Such special assignments will not result in a permanent change in title or status. In unusual circumstances, an extension of a special assignment for no more than an additional six-month period may be approved by the University Human Resources Office of Classification and Compensation.

### **Miscellaneous**

#### **University of Iowa**

It is the intent of the parties to maintain the established 28-day work period adopted in compliance with section 207(k) of the Fair Labor Standards Act and 29 CFR Part 533. Accordingly, the parties agree to continue existing practices relative to work cycles, workdays, shift scheduling, and other provisions as currently administered under the Department of Public Safety's "Work Period" policy.

#### **A. Board of Regents Institutions**

1. Pursuant to Article II, Section 4(D), 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.
2. The Employer, at all Universities, will purchase exterior covers for vests for Police Officers and Police Sergeants.
3. All Employees who are assigned a K-9 dog, shall be allowed one (1) hour of premium pay (1 1/2 times the employees regular rates of pay) per day, to provide care and maintenance for the K-9 dog that is assigned to them.

**B. Iowa State University**

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

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

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

Compensatory time may be accumulated for working special events. Compensatory time accumulated for special events, but not used, shall be captured on June 30<sup>th</sup> of the fiscal year earned. Such captured compensatory time will be paid out during the first pay period in July at the employee's rate of pay as of June 30<sup>th</sup>. ~~paid out on the last pay period prior to June 30<sup>th</sup> of the fiscal year earned.~~

Employees in this Bargaining Unit shall not accumulate more than one hundred sixty (160) combined hours of compensatory and special compensatory time.

**C. University of Iowa**

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

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

**D. University of Northern Iowa**

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

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