

**2021 - 2023**

**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, 2021 through June 30, 2023**

## **ARTICLE I AGREEMENT**

This Agreement made and entered into this 1st day of July 2021, 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 Relations Board (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 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**

- A. 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.
- B. 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.
- C. 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.
- D. 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 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) 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.
- 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**

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.

### **ARTICLE III MANAGEMENT RIGHTS**

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

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.
9. Exercise all powers and duties granted to the Employer by law.

### **ARTICLE IV GRIEVANCE PROCEDURE**

#### **Section 1 Definition**

- A. A grievance shall be a written complaint alleging a violation involving the application and interpretation of the provisions of this Agreement.
- B. 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, 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 acknowledgement of receipt to resubmit the original grievance with the required information.
- C. Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the Employer.
- D. 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.
- E. 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**

### **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](mailto: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 to submit a five (5) member panel of arbitrators. If the panel submitted by PERB is unacceptable to either party, the parties shall request a second panel of arbitrators from PERB. 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**

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 rests with the arbitrator should the parties disagree. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure. 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-LLS or the Director of Human Resources/Merit Systems for Board of Regents Employees 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 Executive Branch bargaining units and grievants 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 grievants 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.

Suspensions, 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 an acknowledgement of receipt. The Local Union and Management may agree upon processes for distributing written notices. If the Local Union and Management have a procedure for distributing written notices that is currently in place, this procedure will continue unless the Local Union and Management mutually agree to change the procedure.

### **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.
- 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 disseminated to any person not directly involved with the processing of the grievance. Employees who violate the State's policy on disseminated 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-LLS or the Director of Human

Resources/Merit Systems for Board of Regents Employees. 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-LLS or the Director of Human Resources/Merit Systems for Board of Regents Employees.

### **Section 13 Resolution of Timeliness Arbitrability Issues**

Where an issue exists as to the timeliness arbitrability of a particular grievance, the DAS-LLS representative or the Director of Human Resources/Merit Systems for Board of Regents 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-LLS or the Director of Human Resources/Merit Systems for Board of Regents Employees 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.

## **ARTICLE V SENIORITY**

### **Section 1 Definition**

- A. Seniority means an employee's length of continuous service with the Employer in a permanent position since his/her date of hire. For purposes of this Agreement, position means a position in a job classification covered by this Agreement. In no event shall an employee who is not a member of this bargaining unit as of July 1, 2021, receive credit for service with the Employer in a position not 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 the same classification covered by this contract and contiguous to the appointment to a permanent position.
- B. 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.
- C. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause (excluding layoff in accordance with Article VI), 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.

- D. 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.
- E. 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.

### **Section 2 Seniority Lists**

- A. 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.
- B. 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 or the Board of Regents (BOR) prior to the effective date of this Agreement.

## **ARTICLE VI LAYOFF PROCEDURE**

### **Section 1 Application of Layoff**

The Union recognizes the right of Management to layoff or to reduce the hours of employment in accordance with the procedures set forth in this Article. Such procedures shall not apply to:

Temporary layoff of twenty (20) consecutive calendar days or less. In such cases, employees will be laid off by seniority within classification and work unit. For temporary layoffs of greater than twenty (20) consecutive calendar days, the parties shall meet and agree upon temporary layoff procedures. During all temporary layoffs the Employer agrees that employees in the temporary layoff unit may volunteer for any part of the temporary layoff with the most senior volunteer(s) being accepted unless the absence of the employee would cause a hardship on operating efficiency. Voluntary temporary layoffs shall be for a minimum of one (1) calendar week, unless the parties agree to a shorter length of time. During the temporary layoff, employees shall continue to accrue sick leave and annual (vacation) leave and the Employer will continue to pay the Employer's share of all insurance.

### **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**

- A. Employees must have been in their current classification for at least six (6) months in order to be eligible for transfers pursuant to this Article, but may not transfer more than twice during the life of the Agreement. Transfers to a position under the supervision of the employee's current supervisor will not be counted towards the limitation of two (2) transfers during the life of the Agreement. However, if an employee goes into a classification with a lower pay grade in lieu of layoff, the employee shall immediately be eligible for transfers pursuant to this Article. Additionally, an employee who is required to change shifts upon promotion shall be immediately eligible for transfer to a different shift within the employing unit.
- B. Employees who desire to transfer to another position within the same classification, either between employing units of a State agency or between State agencies, shall file a written request as prescribed by the agency or, if between State agencies, with the appropriate departmental personnel office indicating that interest.

### **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**

In the event a vacancy is not filled by transfer of an employee under the provisions of Section 2 of this Article, the Employer shall consider interested employees who are in the same classification as the vacancy from other employing units of the agency or institution who have indicated an interest in the specific location, shift, work unit and days off by submitting a transfer request. The transfer request must be submitted prior to transfer opportunity posting in Section 2. The Employer shall transfer the most senior employee who makes such 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. 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. The employee shall have three (3) working days in which to accept or decline the offer in writing.

### **Section 4 Definition of Permanent Vacancy**

For purposes of this Article, a permanent vacancy is created:

- A. When the Employer has approval to increase the workforce and decides to fill the new positions;
- B. When any of the following personnel transactions take place and the Employer decides to replace the previous incumbent: termination, transfer out of the bargaining unit, promotion, or demotion;
- C. If no employee has indicated a desire to transfer to a vacancy and the Employer fills such vacancy by transfer of an employee from another classification covered by the Agreement in the same salary range and determines that the vacated position is to be filled, such position shall be subject to the provisions of this Article;
- D. Transfers within the bargaining unit resulting from Sections 2 or 3 above;
- E. Where the Employer creates new shifts and/or days off schedule.

## **Section 5 Transfer Limitations**

- A. The application of the procedures in this Article shall be limited to the original vacancy and the three (3) subsequent vacancies resulting from the filling of the original vacancy.
- B. Employees may not transfer under the provisions of this Article more often than once every six (6) months unless reassigned by Management within the six (6) month period.
- C. Employees who decline two (2) transfer opportunities within a twelve (12) month period will have their names removed from the register for a period of six (6) months. It is the responsibility of the employee to resubmit a transfer request following the six (6) month period.
- D. Employees transferring under the provisions of this Article shall not be eligible for payment of moving expenses by the Employer.
- E. Employees transferring into federally funded positions will receive the salary provided by the federal grant.
- F. In all employing units in which vacancy lists are maintained the local Union shall be allowed to inspect vacancy lists on a monthly basis.
- G. Nothing in this Article shall be construed as a limitation on the Employer's ability to reassign employees to meet agency needs as determined by the Employer. Employees reassigned more than twenty-five (25) miles from the original work site will be provided a twenty (20) working day notice. Employees who refuse to accept such reassignment will be afforded the rights set forth in Article VI.
- H. Transfers will be granted as follows:
  - 1. Transfer within the employing unit pursuant to Section 2.
  - 2. Recall within the employing unit to the class and status (full-time or part-time) from which laid off.
  - 3. Promotion, demotion, reclassification within the employing unit.
  - 4. Transfer within the employing unit of part-time employees to full-time positions or full-time employees to part-time positions.
  - 5. Transfer between employing units pursuant to Section 3.
  - 6. Recall between employing units to the class from which laid off.
  - 7. Promotion or demotion between employing units or between agencies (Employer's discretion).
  - 8. Transfer between employing units of part-time employees to full-time positions or full-time employees to part-time positions (Employer's discretion).
  - 9. Recall to a class other than one from which laid off.
  - 10. New hire (Employer's discretion).
- I. When a position, unit or office within an employing unit goes out of existence and the affected employees are not laid off, the Employer and the Union shall meet and attempt to

agree upon the procedures for the assignment of affected employees. If the parties fail to agree upon an alternative procedure, the Employer shall offer existing vacancies for which no employee within the employing unit bid to the employees affected by the closure in seniority order. Employees who select a vacancy shall not be subject to the waiting periods established in (B) above for the exercise of transfer rights.

- J. This definition shall apply anywhere the terms “special qualifications” or “selective certification requirements” are used in this Agreement. “Special qualifications” and “selective certification requirements” shall consist only of those legal requirements and job related knowledge, skills, abilities, or competencies that are:
1. Appropriate to the job classification of the position;
  2. Necessary for successful performance of the essential duties of the position, and;
  3. Of a nature and extent that an individual lacking such “special qualifications” could not acquire them and become proficient in them through reasonable orientation or other training of a limited duration. All “special qualifications” and “selective certification requirements” shall be announced in the job posting.

#### **Section 6 Return from Military Service**

If required by USERRA to allow the returning veteran to assume the position that they would have successfully bid on if not on active military service, or if the veteran returns to the position held prior to active military service and a shift imbalance occurs, the Employer will reassign the least senior employee in the affected classification on the affected shift. Any employee reassigned under this Section will have immediate transfer rights.

## **ARTICLE VIII HOURS OF WORK**

#### **Section 1 Work Schedules**

- A. 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.
- B. 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 an acknowledgement of receipt. The fourteen (14) calendar day notice will start on the date of the acknowledgement of receipt.

Temporary work schedule changes shall not be made for the purpose of avoiding overtime except by voluntary agreement by the employee.

- C. 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.

- D. Where practical and feasible as reasonably determined by Management, the employee may elect flexible hours of work including:
- a. Variable starting and ending times;
  - b. Compressed work week such as:
    - 4-ten hour days, or
    - 4-nine hour days and one (1) four hour day;
  - c. 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.

E. Bidding for Current Shifts

**Iowa State University**

The current shift rotations shall remain in effect for the duration of this Agreement. Employees will be able to choose their shift semi-annually by bidding their shift assignment based on seniority in October and April of each year. The bid shift assignments will begin in January and July each year. Employees will be assigned to their shift by seniority. Vacancies shall be filled as outlined in ARTICLE VII, TRANSFERS. Management reserves the right to reassign employees to balance the experience on any given shift. The employer agrees to meet and confer with the Union prior to any shift rotation changes.

**University of Iowa**

The current shift rotations shall remain in effect for the duration of this Agreement. Vacancies shall be filled as outlined in ARTICLE VII, TRANSFERS. Management reserves the right to reassign employees to balance the experience on any given shift. The employer agrees to meet and confer with the Union prior to any shift rotation changes.

**University of Northern Iowa**

The current shift rotations shall remain in effect for the duration of this Agreement. Employees will be able to choose their shift every year. Employees will be assigned their shift by seniority. Employees will be allowed to stay on preferred shift for two years, after two years, the Employee will have to go to another shift for one year. Vacancies shall be filled as outlined in ARTICLE VII, TRANSFERS. Management reserves the right to reassign employees to balance the experience on any given shift. The employer agrees to meet and confer with the Union prior to any shift rotation changes.

**Transportation**

The current shift rotations shall remain in effect for the duration of this Agreement. Vacancies shall be filled as outlined in ARTICLE VII, TRANSFERS. Management reserves the right to reassign employees to balance the experience on any given shift. The employer agrees to meet and confer with the Union prior to any shift rotation changes.

## 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

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.
3. Overtime opportunities shall be accumulated. Offered overtime not worked shall ~~not~~ be considered time worked for purposes of overtime distribution. (See Appendix D for Regents overtime equalization.)
4. Upon request, the Union may review overtime equalization records.
5. When an employee is on vacation, they will not be mandated for overtime hours, unless there is a bona fide emergency, as determined by the Employer.
6. For purposes of overtime equalization, if an employee has not notified the Employer in writing that he/she will not be available for overtime on vacation, and if the Employer is not able to contact the employee and they can verify by phone record or other documentation that reflect the attempted contract, then the employee will be recorded as having declined to work overtime.

D. Pyramiding Prohibited

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

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

E. Employees Returning From Leaves of Absence

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

**Section 3 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.

#### **Section 4 Rest Periods**

- A. 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.
- B. Employees who work at least one (1) hour beyond their regularly scheduled shift shall receive a fifteen (15) minute rest period within the limitations set forth above.

#### **Section 5 Shift Differential**

- A. The Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of seventy-five cents (\$0.75) 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 eighty cents (\$0.80) per hour for any regularly scheduled permanent shift of which four (4) or more hours occur between midnight and 6:00 a.m. Employees who work rotating shifts on a regularly scheduled permanent basis shall be eligible for shift differential.
- B. 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 (14) calendar days]. Employees entitled to shift differential shall receive the applicable shift differential for all hours worked.

#### **Section 6 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. Further, any employee in standby status must be available to respond within one (1) hour, unless extenuating circumstances exist. 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.

#### **Section 7 Call-Back Time**

- A. 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.
- B. The provisions of Section 7(A) are not applicable to employees prescheduled for duty at least forty-eight (48) hours in advance.

### **Section 8 Travel Between Work Sites**

Employees who are required by the Employer to report to a work site and who subsequently travel to a second work site at the Employer's direction, shall be in pay status for time spent in traveling between work sites.

### **Section 9 Scheduling of Volunteer Emergency Personnel**

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.

## **ARTICLE IX WAGES AND FRINGE BENEFITS**

### **Section 1 Wages**

- A. On the first day of the pay period that includes July 1, 2021, employees in the bargaining units covered by this Agreement shall receive a one and one-tenth (1.1%) across-the-board pay increase.

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

- B. On the first day of the pay period that includes July 1, 2022, employees in the bargaining units covered by this Agreement shall receive a one and one-tenth (1.1%) across-the-board pay increase.

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

- C. All Regents employees eligible for negotiated within-range increases shall receive automatic within-grade increase of four and one-half percent (4.5%) in accordance with their eligibility date. In addition, employees who are promoted, demoted, reclassified, assigned special duties,

or lead workers will have their pay set based upon the administrative rules of the Regent Merit System with the value of a step equal to four and one-half percent (4.5%).

- D. All employees in classifications recommended for a pay grade increase who are currently paid above the minimum of the class shall be placed at the same percent above the minimum of the new pay grade as the employee was receiving within the prior pay grade.
- E. No person brought into an AFSCME bargaining unit by stipulation by the parties, action by PERB, or by operation of law shall suffer any loss of salary or salary potential as a result of inclusion in the AFSCME bargaining unit.
- 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.

## **Section 2 Deferred Compensation**

For employees who are eligible for Internal Revenue Code Section 457 Deferred Compensation, the Employer shall match contributions one dollar (\$1.00) for each one dollar (\$1.00) contributed by the employee up to a maximum of seventy-five dollars (\$75.00) per month.

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

- A. The State will offer a premium conversion plan in which employees may elect, during a designated annual enrollment period, to pay their share of the health, dental and life insurance premiums with pre-tax rather than post-tax salary dollars.
- B. The State will provide a program consistent with Internal Revenue Code, Section 129 regulations through which employees may elect to make a pre-tax reduction in wages which will be paid to an account from which allowable dependent care expenses will be reimbursed.
- C. The State will provide a program consistent with Internal Revenue Code Section 125 regulations through which employees may elect to make a pre-tax reduction in wages which will be paid to an account from which allowable medical expenses will be reimbursed.
- D. If an employee share of the health insurance surplus fund becomes available, the Employer agrees that the Union will determine the utilization of the employee share of the surplus in outlying years, subject to the limitations set by the various federal agencies regarding the use of such funds. These funds will be allocated on a plan year basis.

## **Section 4 Health Benefits**

- A. **Group Plans and Contributions**

The State agrees to continue to provide group health benefits to all eligible bargaining unit members employed. Department of Transportation Employees will have health plan options of Iowa Choice or National Choice at the same level of benefits under such plans as of January 1, 2021 (For Board of Regents Employees, see Section 6 of this Article). The State will meet and confer with the bargaining unit if there is a material change in the benefits plan. Effective January 1, 2021 the State further agrees to contribute to the cost of health benefits in accordance with the following provisions:

  - 1. **Iowa Choice**
    - a. **Single Plan**

An Employee selecting the Iowa Choice single plan shall contribute \$54.00 a month toward the Plan. The State agrees to contribute the remaining portion for the Iowa Choice single plan premium. Starting January 1, 2022, an Employee choosing the Iowa Choice single plan shall contribute 7.00% of the Iowa Choice total single plan premium. The State agrees to contribute the remaining portion for the Iowa Choice single plan premium.
    - b. **Family Plan**

An Employee selecting the Iowa Choice family plan shall contribute \$180.00 a month toward the Plan. The State agrees to contribute the remaining portion for the Iowa Choice family plan premium. Starting January 1, 2022, an Employee choosing the Iowa Choice family plan shall contribute 10.00% of the Iowa Choice total family plan premium. The State agrees to contribute the remaining portion for the Iowa Choice family plan premium.

2. National Choice

a. Single Plan

An Employee selecting the National Choice single plan shall contribute \$130.00 a month toward the Plan. The State agrees to contribute the remaining portion for the National Choice single plan premium. Starting January 1, 2022, an Employee choosing the National Choice single plan shall contribute 15.38% of the National Choice total single plan premium. The State agrees to contribute the remaining portion for the National Choice single plan premium.

b. Family Plan

An Employee selecting the National Choice family plan shall contribute \$342.00 a month toward the Plan. The State agrees to contribute the remaining portion for the National Choice family plan. Starting January 1, 2022, an Employee choosing the National Choice family plan shall contribute 17.40% of the National Choice total family plan premium. The State agrees to contribute the remaining portion for the National Choice family plan premium.

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

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

Double-Spouse:

When a husband and wife are employed by the State, at the option of the couple, one family plan may be elected. The husband and wife shall contribute a total per month equal to the required employee contribution toward the family plan and coverage level selected. The State agrees to contribute the remaining portion of the premium for the family plan and coverage level selected.

When a husband and wife are employed by the State, and one spouse is a non-Regents employee and the other spouse is a non-merit Regents employee, at the option of the couple, one family plan may be selected. The family plan selected shall come from those plans administered by the Department of Administrative Services. The husband and wife shall contribute a total per month equal to the required employee contribution toward the family

plan and coverage level selected. The State agrees to contribute the remaining portion of the premium for the family plan and coverage level selected.

### **Section 5 Dental Benefits**

The State agrees to provide dental benefits to all eligible bargaining unit members consistent with current benefits as of January 1, 2021. The State shall contribute the full cost of single coverage for a full-time employee. The State will meet and confer with the bargaining unit if there is a material change in the benefits plan.

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

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

It is the intent of the following provisions to maintain bargaining unit members' access to the same benefits program that is provided to other employees at the University of Iowa, Iowa State University and the University of Northern Iowa. As such, any incompleteness or ambiguity in the provisions below should be construed in a manner to ensure bargaining unit members maintain the same eligibility, coverage, and premium costs as University employees outside of the bargaining unit.

- (a) **Eligibility.** Bargaining unit employees employed in budgeted regular positions of fifty percent (50%) time or greater will be eligible for participation in the University's Benefits Program.
- (b) **Effective Date of Insurance Coverage.** The insurance plans available through the University's Benefits Program become effective as follows:
  - University of Iowa** - the first of the month following employment, and such coverage will end on the last day of the month in which the termination occurs.
  - Iowa State University** - the first of the month following employment, except for Health and Dental coverage which is effective the first day of employment. All coverage will end on the separation date or, in the case of Health and Dental coverage, the last day of the month in which the termination occurs.
  - University of Northern Iowa** - the first of the month following employment, and such coverage will end on the last day of the month in which the termination occur
- (c) **Plan Administration.** Bargaining unit employees may select from the benefit plan options currently available and participate in the University's Benefits Program under the same administrative rules and conditions as other University employees.
- (d) **Plan Premium Rate Changes.** Bargaining unit employees will be charged under the same premium rate structures under the plans as other University employees and such rates may be changed on an annual basis to reflect changes in the cost of such plans. Furthermore, bargaining unit

employees will receive contributions from the Employer consistent with contribution elements outlined in this Part.

(e) **Payroll Deduction.** The cost of the benefit plan options selected by the bargaining unit employees in excess of the employer contribution shall be paid by the bargaining unit employee through monthly payroll deduction.

(f) **Premium Contribution Rates.** The Employer will contribute to individual employee's benefits as specified at each institutions:

- University of Iowa's Benefits office (<https://hr.uiowa.edu/benefits>).

- Iowa State University's Benefits office <https://www.hr.iastate.edu/benefits>.

- University of Northern Iowa  
<https://hrs.uni.edu/mybenefits>.

(g) The Regent institutions will meet and confer with the bargaining unit if there is a material change in the benefits plan.

### **Section 7 Workers' Compensation Benefits**

A. Workers' compensation insurance has primary responsibility for workers' compensation injuries. The Employer shall ensure that medical expenses of injured workers are paid to the extent coverable under group medical benefits, as set forth in this Article.

During the pendency of Workers' Compensation appeal proceedings for workers' compensation benefits, the Employer, or its insurance carrier, if any, shall continue to possess all rights of subrogation as provided by law arising from the payment of such expenses.

B. Employees shall not be required to utilize sick leave, vacation, or earned compensatory time prior to applying for workers' compensation benefits. Upon request, employees may supplement workers' compensation benefits with accrued sick leave, vacation, or earned compensatory time; however, the total compensation received shall not exceed the employee's present salary.

### **Section 8 Life Benefits**

A. The Employer agrees that all bargaining unit employees shall be eligible to participate in the State employees' group life insurance program administered by DAS.

B. Provisions of the group life insurance program are as follows:

1. Eligibility for group life insurance begins on the first day of the month following thirty (30) days of continuous full-time employment. Full-time employees are those employees whose principal occupation is with the group policyholder and who are regularly scheduled to work at least thirty (30) hours per week.

2. Each full-time employee will be provided, at no cost to the employee, with an amount of group life insurance, plus an equal amount of group accidental death and dismemberment (AD&D) coverage, as indicated in the following schedule:

<u>Age</u>	<u>Basic</u>	<u>AD &amp; D</u>
Under 65	\$50,000	\$50,000
Age 65-69	\$13,200	\$13,200
Age 70-74	\$8,300	\$8,300
Age 75 and over	\$5,700	\$5,700

3. Each full-time employee will have the option of purchasing supplemental life insurance coverage plus an equal amount of group accidental death and dismemberment coverage (to be paid by the employee) through payroll deduction as provided in the following schedule:

<u>Age</u>	<u>Maximum Supplemental Life Insurance</u>	<u>Maximum Supplemental AD &amp; D</u>
Under 65	\$1,000,000	\$1,000,000
Age 65-69	\$60,000	\$60,000
Age 70-74	\$41,500	\$41,500
Age 75-79	\$28,500	\$28,500
Age 80 and over	\$20,000	\$20,000

4. The supplemental life insurance will be available in increments equal to one-tenth (1/10) of the maximum amount available. Employees may elect the number of increments desired. Supplemental life insurance will not require medical underwriting provided that employees make application within thirty (30) calendar days of their date of employment.

Coverage increases or decreases after the first thirty (30) days of employment must be made in conjunction with a qualifying life event or during the annual enrollment and change period. Increases after the first thirty (30) days of employment will be subject to medical underwriting.

5. Upon an employee's termination from State employment, the life insurance policy may be converted to an individual policy of life insurance at the appropriate rates.
6. Notwithstanding subsection A above, BOR employees will continue to be covered under the provisions of the group life insurance programs currently in effect at BOR institutions.

### **Section 8 Disability Benefits**

The State agrees to continue the existing disability insurance programs within the various State departments and institutions for the duration of the Agreement. The maximum monthly benefit for General Government employees shall be ten thousand dollars (\$10,000). The LTD benefit will be sixty-six and two-thirds percent (66 2/3%) of covered monthly salary regardless of length of service

[sixty-six and two-thirds percent (66 2/3%) of up to one hundred thousand (\$100,000) annual salary)]. At twenty five (25) years of service seventy percent (70%) of up to one hundred thousand dollars (\$100,000) annual salary). The State further agrees to continue to pay the entire cost for such disability insurance.

## **Section 9 Sick Leave**

### **A. Accrual**

#### **Regents employees**

1. All permanent Regents bargaining unit employees of the State shall accrue sick leave at the rate of one and a half (1-1/2) days for each full month of service. Sick leave shall not accrue during any absence without pay.
2. The Employer and the Union will strive to develop a program in which employees may, at their sole discretion, select additional benefit options in return for reducing their sick leave accrual.

#### **Non-Regents Employees**

1. All permanent bargaining unit employees of the State shall accrue sick leave at a rate for each full month of service which is based upon the amount of sick leave balance according to the chart in Article IX, Section 10(F) below.
2. The Employer and the Union will strive to develop a program in which employees may, at their sole discretion, select additional benefit options in return for reducing their sick leave accrual.

### **B. Utilization of Sick Leave**

1. Employees may use accrued sick leave for personal illness (both physical and mental), bodily injuries, medically related disabilities resulting from pregnancy and childbirth, or exposure to contagious disease: (a) which require the employee's confinement; or (b) which render the employee unable to perform assigned duties; or (c) where performance of assigned duties would jeopardize the employee's health or recovery.

The Appointing Authority may require a medical certificate or other appropriate verification for absences covered by this Section.

It is not the Employer's intent nor will the above language be construed in such a way as to constitute harassment of employees. This language is intended as a vehicle by which the Employer may scrutinize habitual sick leave usage or in those cases where sick leave abuse is suspected.

Employees will be permitted to use compensatory time off and/or annual leave in lieu of sick leave when they so request. When a holiday falls while an employee is on paid sick leave, the employee's sick leave account shall not be charged for the holiday period.

2. Where death occurs in the immediate family of the employee, accrued sick leave may be used, not to exceed three (3) scheduled work days for each such occurrence. Immediate family is defined as, and limited to, the employee's spouse, children, grandchildren, foster children, stepchildren, legal wards, parents, grandparents, foster parents, stepparents, brothers, foster brothers, stepbrothers, sons-in-law, brothers-in-law, sisters, foster sisters, stepsisters, daughters-in-law, sisters-in-law, aunts, uncles, nieces, nephews, first cousins, corresponding relatives of the employee's spouse, and other persons who are members of the employee's household.

3. When an employee is a pallbearer or funeral attendant in a funeral service for someone who is not a member of the employee's immediate family (as defined in paragraph 2 above), accrued sick leave shall be used not to exceed one (1) working day for each such occurrence.
4. Employees may use accrued sick leave for personal medical or dental appointments which cannot be scheduled at times other than during working hours.
5. Employees may use accrued sick leave for care of and necessary attention of ill or injured members of the immediate family (as defined in paragraph 2 above), or for the birth of their child. Use of sick leave for this purpose is limited to forty (40) hours per year. Employees may carry over up to forty (40) hours of unused family care leave to the next fiscal year, for a maximum utilization of eighty (80) hours in the next fiscal year.
6. Employees may use accrued sick leave during adoption. Such leave shall not exceed forty (40) hours.
7. Sick leave shall not be used for any reasons not specifically set forth above.

C. Sick Leave Accounts

The accrued sick leave shall be placed in an employee's sick leave account.

D. Cancellation of Sick Leave

Separation from state service shall cancel all unused accumulated sick leave. However, when an employee is laid off, any unused accumulated sick leave shall be restored, provided the employee is re-employed by any agency of the State within two (2) years.

E. Payment of Sick Leave Upon Retirement for Regents Employees

Upon retirement, Regents employees shall receive cash payment of accumulated unused sick leave not to exceed a total of two thousand dollars (\$2,000), payable during the pay period preceding the employee's retirement.

F. Payment of Sick Leave Upon Retirement and Accrual for Non-Regents Employees

Employees will receive the following sick leave provisions

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

Sick Leave		
Balance	Rate of Accrual	Conversion Rate
Zero to 750 hours	18 days per year	60% of value
Over 750 hours		
to 1500 hours	12 days per year	80% of value
Over 1500 hours	6 days per year	100% of value

Sick leave accrual for nontemporary bargaining unit employees who work part-time shall be prorated based on the number of hours worked in the pay period. Sick leave shall not accrue during periods of absence without pay.

Payment of Sick Leave Upon Retirement

Upon retirement, employees shall receive cash payment for accumulated, unused sick leave converted at the employee's current hourly rate. Initially, the employee will receive two thousand

dollars (\$2,000) payable with the final pay period that includes the employee's retirement date. The remaining converted balance of the accrued sick leave balance shall be converted as follows: Upon a bona fide retirement, employees will convert the remainder, after payment of the two thousand dollars (\$2,000) addressed in the preceding paragraph, of the unused sick leave balance to a bank for purposes of purchasing health insurance after retirement. The Sick Leave Balance for Conversion Rate purposes will be the employee's balance before payment of the two thousand dollars (\$2,000) addressed above and will be converted according to the following schedule:

Sick Leave Balance	Rate of Accrual	Conversion Rate
Zero to 750 hours	18 days per year	60% of value
Over 750 hours to 1500 hours	12 days per year	80% of value
Over 1500 hours	6 days per year	100% of value

The Employer will continue to pay the Employer's share of the health insurance premium each month until the converted value of the employee's sick leave balance is exhausted or until the employee is eligible for Medicare, whichever comes first. The retired employee may stay with the same health insurance program as when employed or switch "down" at any time without underwriting.

The converted value of the sick leave can only be applied to the Employer's share of health insurance payments. It has no cash value and it is not transferable to another use or to an heir.

The State agrees that with regards to employees in positions designated by IPERS as Protection Occupation positions who have reached retirement eligibility and have separated from employment with the State, but who have not yet begun to receive IPERS retirement benefits, it will work with the Union to establish terms for their use of this benefit.

**G. Rights Upon Return to State Employment**

If a retired employee who is utilizing this benefit returns to permanent State employment, all remaining benefits eligibility in the sick leave conversion program will be forfeited.

**H. Conversion Rights**

1. All bargaining unit employees who have accumulated a minimum of thirty (30) days (240 hours) in their sick leave account and who do not use sick leave for a full calendar month may elect to have one-half (1/2) day (4 hours) added to their accrued vacation account in lieu of the accrual of sick leave.

2. In the case of eligible permanent part-time employees, such conversion rights shall be prorated.

3. Employees who have made an election pursuant to this subsection will be allowed to accumulate up to an additional twelve (12) days (96 hours) beyond twice their annual vacation and unscheduled holiday entitlement.

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

A. The Employer agrees to provide employees with a formal annual paid leave of absence plan (vacation) as set forth below.

B. Employees shall begin earning annual leave on their first day in pay status. Employees are eligible for and shall be granted annual leave as follows:

1. Full-Time Employees

- a. Annual leave shall be based on the date of hire and accrue at the rate of eighty (80) hours (10 days) each year for a full year of service during the first four (4) years of service; one hundred twenty (120) hours (15 days) each year for a full year of service during the next seven (7) years of service; one hundred sixty (160) hours (20 days) each year for a full year of service after eleven (11) years of service; one hundred seventy-six (176) hours (22 days) each year for a full year of service after nineteen (19) years of service; and two hundred (200) hours (25 days) each year for a full year of service after twenty-four (24) years of service.

<u>Years of Service</u>	<u>Accrual Rate/Year</u>
0 through 4	80 hours (10 days)
5 through 11	120 hours (15 days)
12 through 19	160 hours (20 days)
20 through 24	176 hours (22 days)
25 & up	200 hours (25 days)

- b. Annual leave may be accumulated to twice the annual entitlement. If, on June 1st, an employee has a balance of one hundred sixty (160) or more hours of accrued annual leave, the Employer may, with the written approval of the employee, pay the employee for up to forty (40) hours of the accrued annual leave. This amount will be paid on a separate pay warrant on the pay day which represents the last pay period of the fiscal year. Decisions regarding these payments will be made by each department director and BOR institution president. Eligibility for these payments is not subject to the grievance procedure provided in Article IV. An employee may, however, grieve whether or not such payments were made without the employee's approval.

2. Part-Time Employees

Employees who are regularly employed for twenty (20) or more hours but less than forty (40) hours per week on a continuing basis shall be granted pro rata leave consistent with paragraph 1(a) above.

C. Annual leave shall not be earned for any period of absence without pay.

D. In scheduling vacation (annual leave), choice of time and amounts shall be governed by seniority as defined in Article V, provided employees submit their vacation requests at least sixty (60) calendar days prior to the requested time off. When vacation requests are not submitted sixty (60) days in advance, vacations will be granted on a first come-first served basis. Vacation requests will be answered within five (5) working days from the date of receipt unless such requests are submitted more than sixty (60) days in advance. If a denied request is for a full shift or more and the requested time later becomes available, the Employer will offer it, by seniority, to the employees who had requested such time off sixty (60) days in advance and had been denied. If local Management and the local Union/Chapter have agreed to a vacation scheduling practice, this provision shall not supersede that practice. Once vacation periods have been scheduled, the Employer shall make no changes in employee

vacation schedules except to meet emergencies. In the event the Employer finds it necessary to cancel a scheduled vacation, the affected employee may reschedule his/her vacation during the remainder of the calendar year or extend the scheduling of his/her vacation into the ensuing calendar year, as he/she desires, providing it does not affect other employees' vacation periods.

Every attempt will be made to grant employees vacation at the requested time. Grievances regarding the denial of vacation shall begin with the Step 2 of the grievance procedure. The time frame at Step 2 of the grievance procedure will be thirty (30) days. Any disputes resulting from scheduled vacation priorities will be resolved by the local Union. If an employee is under the care of an attending physician while on his/her paid vacation, that portion of the paid vacation may be rescheduled upon satisfactory proof to the Employer of said care being provided.

- E. Employees who are over the age of 50 may, upon retirement, convert up to two hundred and seventy (270) hours of accrued Vacation and/or eighty (80) hours compensatory time at a rate of one (1) hour of vacation for one (1) hour of sick leave pursuant to Article IX, Section 9(C).

### **Section 11 Holidays**

- A. The Employer agrees to provide eleven (11) paid holidays per year. There shall be nine (9) scheduled holidays as set forth below and two (2) unscheduled holidays. Unscheduled holidays shall be accrued on a pay period basis and added to the employee's accrued vacation account and shall be taken in accordance with the procedures set forth in Section 10 Paid Annual Leave of Absence (Vacation) in this Article.

- 1. Scheduled Holidays:

- New Year's Day**, January 1

- Dr. Martin Luther King's Birthday**, third Monday in January (or other holiday designated annually by the BOR for BOR employees)

- Memorial Day**, the last Monday in May

- Independence Day**, July 4

- Labor Day**, the first Monday in September

- Veterans Day**, November 11 (or other holiday designated annually by the BOR for BOR employees)

- Thanksgiving Day**, the fourth Thursday in November

- Friday after Thanksgiving**

- Christmas Day**, December 25

- 2. Monday shall be recognized as a holiday for all holidays occurring on a Sunday and Friday for all holidays occurring on a Saturday for those employees on a Monday through Friday work week. For other than these employees, the holiday shall be deemed to fall on the day on which the holiday occurs.

- B. Holiday Pay

When a holiday falls on an employee's regularly scheduled work day, the employee will receive holiday pay equal to their regularly scheduled work day, except that no full-time employee shall receive less than eight (8) hours.

When the holiday falls on a scheduled day off (rest day) the employee will receive eight (8) hours compensation which may be in cash or compensatory time at the employee's discretion.

When an employee is required to work on a holiday, the employee will receive holiday pay equal to their regularly scheduled work day, except that no full-time employee shall receive less than eight (8) hours. The holiday pay may be in cash or compensatory time at the employee's discretion.

When compensatory time off is to be granted, it shall be taken at the request of the employee with the approval of the Appointing Authority. Such time shall be paid to the employee if not used within the subsequent twelve (12) month period.

C. Holiday Premium Pay

When an employee is required by the Employer to work a holiday listed in Section 12(A) above, the Employer agrees to provide holiday premium pay at the rate of time and one-half (1-1/2) the employee's regular rate in addition to their normal holiday pay for all hours worked between the hours of 12:00 a.m. and 11:59 p.m. and for all hours worked on a regularly scheduled shift for which at least half (1/2) of the scheduled hours fall on a holiday. At the discretion of the employee, such premium compensation shall be either in cash or compensatory time. However, in accordance with the Fair Labor Standards Act, the employee must receive cash payment for all hours worked on the holiday.

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.

D. Employees working a compressed work week will not have their schedule changed during a work week that includes a holiday.

If a Holiday falls during an employee's scheduled work week, the Employer shall make no changes to the employees schedule, without the agreement of the employee. If the Employer changes an employee's schedule, the employee shall still receive the Holiday Premium Pay for the holiday the employee wasn't allowed to work.

E. Notwithstanding the above, the Employer and individual employees may mutually agree to allow the employee to request cash payment after an election has previously been made to utilize compensatory time.

F. To be eligible for holiday pay, employees must be in pay status their last scheduled work day immediately before and their first scheduled work day immediately following each holiday.

- G. Employees shall not be eligible for holiday pay during a layoff or any period of leave of absence without pay.

**Section 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.

- 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**

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

Regents institutions bargaining unit employees shall receive all Uniform and Leather equipment needed to perform their assigned duties. Each Institution provides cleaning service for Uniforms.

**ARTICLE X  
LEAVES OF ABSENCE**

**Section 1 Eligibility**

Employees shall have the right to request a leave of absence in accordance with the provisions of this Article after the successful completion of their probation period. Parental leaves of absence shall be exempt from the waiting provisions of this Section.

**Section 2 Request Procedure**

Any request for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor at least thirty (30) calendar days in advance, whenever possible. The request shall state the reason for and the length of the leave of absence being requested.

The immediate supervisor shall furnish a written response as follows:

- A. Requests for leaves of absence not exceeding one (1) month shall be granted or denied within five (5) working days. The Employer will provide the reason for denial in writing.
- B. Requests for leaves of absence exceeding one (1) month shall be granted or denied within fifteen (15) working days. The Employer will provide the reason for denial in writing.

### **Section 3 Leaves of Absence Without Pay**

Leave without pay provisions shall apply to the following benefits: health, dental, life and long-term disability insurances; pre-tax; deferred compensation; flexible spending accounts; tax sheltered annuities; holiday pay; sick leave accrual; vacation leave accrual; shift differential pay and longevity pay.

Except as otherwise provided in this Article, employees may be granted leaves without pay at the sole discretion of the Appointing Authority for any reason for a period up to but not exceeding one (1) year. Upon request, the leave may be extended for not more than one (1) additional year.

#### **A. Parental Leave**

Employees shall be granted parental leave of absence without pay as follows:

- 1. The employee shall, whenever possible, submit written notification to the employee's immediate supervisor at least four (4) weeks prior to the employee's anticipated departure stating the probable duration of the leave. Such leaves shall be granted for a period of time up to but not to exceed four (4) months. Leave runs concurrent with FMLA.
- 2. In no case shall the employee be required to leave prior to childbirth unless the employee is no longer able to satisfactorily perform the duties of the position.
- 3. Unless an eligible employee uses accrued leave to cover the absence in accordance with the permitted use of such leave, all periods of parental leave shall be leaves of absence without pay.

#### **B. Military Leave**

Whenever an employee enters the active military service of the United States, the employee shall be granted a military leave as provided under Section 29A.28 of the Code of Iowa and the applicable federal statutes.

#### **C. Unpaid Educational Leave**

It is the expressed intent of the Employer to promote continued education by employees of the State and, in furtherance of this policy, the State agrees to grant employees unpaid educational leaves of absence in accordance with the following procedure:

- 1. The Employer agrees that at any one time up to five (5) employees per bargaining unit may be granted an unpaid educational leave of absence not to exceed one (1) year in duration. Selection of employees shall be on the basis of seniority and operational efficiency of the agency.
- 2. To be eligible for unpaid educational leave, an employee must have completed at least three (3) years of service. The Employer will not be required to permit more than two (2) employees to be on unpaid educational leave simultaneously from the same work

unit. The work unit is defined as the unit utilized for the distribution of overtime pursuant to Article VIII.

D. Medical Leave of Absence

1. Employees with at least one (1) year of seniority who have exhausted their sick leave benefits shall be granted an unpaid leave of absence not to exceed ninety (90) calendar days, provided the illness or injury exceeds ten (10) days and appropriate medical verification is submitted. Upon request of the employee, one additional extension of up to ninety (90) days may be granted. Such leaves may not be unreasonably withheld.

Extension of such leaves shall not impair an employee's right to long-term disability. Prior to an employee exhausting his/her sick leave, the Employer shall advise the employee in writing of his/her right to a medical leave of absence without pay and the requirement that the employee must request such leave within fourteen (14) calendar days of their receipt of the notice from the Employer.

2. Bargaining unit employees who are physically injured and unable to work as a result of attacks and who have exhausted their leave of absence granted pursuant to Article X, Section 3(D) (1) above, may be granted an additional unpaid leave of absence in ninety (90) day increments not to exceed one (1) year.

E. Family and Medical Leave

Employees who are on a leave of absence which is Family and Medical Leave Act qualified may, at their discretion by written notice to their supervisor, decline to utilize up to two (2) weeks (eighty (80) hours) of paid annual leave (vacation) in each year of this Agreement. Such notice must be provided to the supervisor within fourteen (14) days of becoming qualified for a leave of absence under the Family and Medical Leave Act. Management, at its discretion, may accept such notice after the fourteen (14) day period based on unforeseen extenuating circumstances.

F. The Employer agrees to provide for the following rights upon return from any of the approved leaves listed in this Section:

1. The employee shall have the right to be returned to his/her position or one of like nature in the same organizational unit.
2. If the employee's position or one of like nature is not available, the layoff procedure set forth in Article VI of this Agreement shall be utilized; however, in the case of military leave, the employee will be given another position of similar pay and class for which the employee is qualified in the same organizational unit.

G. Except as otherwise provided in this Agreement, all fringe benefits shall continue during any unpaid leave of absence which does not exceed thirty (30) days.

H. When, in order to be qualified for a position, an employee is required to possess a license or certificate and the employee in that position has that license or certificate temporarily revoked

or suspended, the Employer may, at the Employer's sole discretion, reassign that employee to perform other duties for which the employee is otherwise qualified for the duration of the suspension or revocation or, in the alternative, place that employee on an unpaid leave of absence. The parties agree that the provisions of this Section may be grieved, but not appealed to arbitration under Article IV of this Agreement. This provision does not affect in any way the Employer's right to discharge an employee or the right of the employee and the Union to grieve and arbitrate an employee's discharge. In the arbitration of an employee's discharge, the Employer agrees that it will not use this provision as a basis for asserting that a leave of absence is an inappropriate remedy.

I. Catastrophic Illness Contributions

Employees may donate accrued annual leave, compensatory leave or holiday leave time to benefit another State employee suffering from a catastrophic illness. Leave shall be donated in no less than one (1) hour increments. The contributing employee must identify the specific amount of leave donated and the name of the recipient of the donated leave on forms provided by the Employer for this purpose. Leave donated to another State employee pursuant to this provision shall be credited to the recipient's sick leave account.

**Section 4 Paid Leaves of Absence**

A. Voting Leave

1. Any person entitled to vote in a general election is entitled to time off from work with pay on any general election day for a period not to exceed three (3) hours in length. Application for time off for voting should be made to the employee's supervisor prior to election day. The time to be taken off may be designated by the supervisor.
2. Time off for voting may be granted only if the employee's working hours do not allow a three (3) hour period outside of working hours during polling hours.

B. Jury Duty

1. An employee on jury duty will be continued on the payroll and be paid his/her straight time hourly rate for his/her normally scheduled hours of work. Upon return from jury duty, the employee shall present evidence of the amount received for such jury duty and remit that amount to the Employer, less any travel or personal expenses paid for the jury service. Time spent in court and reasonable travel time shall be deducted from an employee's scheduled work hours for the day in question and shall be considered time worked. Employees on the second or third shift, as defined in Article VIII, Section 6, shall be temporarily rescheduled to the day shift for the duration of their jury service.
2. The employee summoned as a juror shall notify his/her Employer immediately by memorandum attaching a copy of the summons. The employee shall be responsible for all subsequent notifications when obligated to report for jury duty.
3. An employee who reports for jury duty and is dismissed, shall promptly report to work for the remainder of the employee's working day, provided there are at least two (2) hours remaining in the scheduled work day.

C. Court Appearance

When, in obedience to a subpoena or direction by proper authority, an employee appears as a witness in a court proceeding, the time spent shall be considered as a leave of absence with pay provided the employee is not a party to the proceedings. The employee shall remit witness fees to the Employer.

D. Paid Educational Leave

The Employer retains the sole discretion to either grant or deny requests for paid educational leaves of absence. Requests for paid educational leave shall be submitted at least one hundred twenty (120) days in advance of the requested leave. The Employer agrees to either grant or deny such requests at least sixty (60) days prior to the requested leave. Failure to respond within the designated time limits shall not constitute approval of such requests. Employees should not be denied opportunity for educational leave based solely on the shift the employee works.

E. Court Time for Work Related Issues

Members of the bargaining unit who are required to appear in court or participate in proceedings over the phone or virtually, during their off-duty hours, as a result of the employees work activity shall be guaranteed a minimum of two (2) hours or actual hours worked, whichever is greater. The Employer shall not change the employee's schedule or scheduled shift to avoid payment for court proceedings incurred during off-duty hours without the employee's agreement. Payment shall be made in either cash or compensatory time at the discretion of the Employee, at the employee's appropriate rate of pay. Employees shall notify their immediate supervisor when they are requested or subpoenaed to appear in court. Employees shall not be precluded from retaining witness fees and mileage for appearances in civil actions during their non-duty hours, unless such payment is prohibited by statute.

## ARTICLE XI MISCELLANEOUS

### Section 1 Work Rules

For all topics related to mandatory topics of bargaining as established in Section 20.9(1) of the Code of Iowa, The Employer agrees to establish reasonable work rules. The Union reserves the right to grieve the application or reasonableness of any work rule related to a mandatory topic of bargaining so established. These work rules shall not conflict with any of the provisions of this Agreement. Newly established work rules related to a mandatory topic of bargaining or amendments to existing work rules related to a mandatory topic of bargaining 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 relate to a mandatory topic of bargaining as established in Section 20.9(1) of the Code of Iowa.

### Section 2 Training

The Employer agrees to make a good faith effort, contingent upon the availability of adequate funding, to provide employees with such training as is necessary, as determined by the Employer, to carry out the duties of their assigned positions or to enhance State job opportunities. Employees shall be allowed to use these funds for professional development approved by Management, or other required training approved by Management. Employees should not be denied opportunity for training based solely on the shift the employee works.

Training shall be offered by seniority to those employees who have not had the course, in compliance with operational efficiency.

For Bargaining Unit Employees while attending trainings, the employees will be allowed to stay at a hotel of their choice with reimbursement pursuant to the Iowa Department of Administrative Services policy and/or each Regent Institutions policy.

### **Section 3 Time Sheets**

The Employer may not change an employee's time sheet arbitrarily.

### **Section 4 Retention of Disabled Employees**

- A. It is the intent of both parties to encourage the retention of employees who may have become disabled while in State service. Consistent with the Americans with Disabilities Act, the Employer will make reasonable accommodations for such employees.
- B. The parties agree that employees who have become temporarily disabled due to a work-related illness or injury should be considered before other disabled employees for reasonable temporary job modifications. Employees who have become temporarily disabled due to an illness or injury that is not work-related will be considered for reasonable temporary job modifications on the basis of Employer needs after they have been released to return to work by their medical practitioner.
- C. The parties agree that the provisions of this Section may not be appealed to arbitration under Article IV of this Agreement.

### **Section 5 Performance Evaluation**

All bargaining unit employees are entitled to a fair and impartial performance evaluation.

### **Section 6 Contracting and Job Security**

- A. When a decision is made by the Employer to contract or subcontract work which would result in the layoff of bargaining unit members, the State agrees to a notification and discussion with AFSCME Council 61 not less than sixty (60) days in advance of the implementation.

### **Section 7 Employee Assistance Program**

- A. The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the employee's efficient and productive performance of job duties and responsibilities. Therefore, the Employer will provide an Employee Assistance Program (EAP) in order to aid such employees and their families. The Employer and the Union will encourage employees to seek professional assistance when necessary.
- B. The EAP is confidential. Any information shared with the EAP will not be released to anyone without written consent of the employee.
- C. An employee's participation in the EAP is separate from the disciplinary process and will not protect the employee from disciplinary action due to poor job performance or rule infraction. Likewise, an employee's participation in the EAP will not jeopardize the employee's career. While State policy is to offer assistance to employees, disciplinary action may result if an employee's job performance continues to be adversely affected.

### **Section 8 Labor/Management Meetings**

- A. 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.
- B. 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.

## **ARTICLE XII HEALTH AND SAFETY**

### **Section 1 Tools and Equipment**

The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice, and for properly using and caring for the tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use.

### **Section 2 Building/Structures/Steam Tunnels**

- A. The Employer shall provide and maintain all State owned and State employee occupied buildings, grounds, and equipment in accordance with directions of the applicable federal and State agencies.
- B. Where no policy exists for handling bomb threats in State owned or leased buildings, the Employer shall develop such policies.

### **Section 3 Protective Clothing**

The Employer shall furnish protective clothing and equipment in accordance with the applicable federal and State regulations.

### **Section 4 Uniforms**

- A. Where employees are required by the Employer to wear uniforms, the Employer shall, at no cost to the employee, provide and maintain all required Uniforms and equipment necessary for the employee to do their job . For the purposes of this Agreement, uniforms are defined as identically styled clothing and/or footwear uniquely related to the workplace and not appropriate for personal or other outside use.
- B. The Employer shall, in good faith, endeavor to replace damaged or misfit uniforms in an expeditious manner.
- C. The Union will be notified in writing at least fourteen (14) calendar days in advance of any new requirements or changes in existing requirements regarding uniforms.

### **Section 5 Safety Shoes and Safety Glasses**

- A. Where the Employer requires employees to wear safety shoes, the Employer will furnish such shoes beginning with the first day of employment. These employees may, at the employee's discretion, be provided with a sum of money equal to the Employer's cost of the shoes toward the cost of buying safety boots.
- B. Safety glasses (including prescription lenses when required) or safety goggles shall be provided for employees who are required to wear them. Employees may, in lieu of receiving safety glasses or safety goggles of the style and choice of the Employer, receive an allowance equivalent to the Employer's cost toward the purchase of safety glasses or safety goggles in a style chosen by the employee. Safety glasses or safety goggles purchased by the employee must meet or exceed the Employer's safety standards.

## **Section 6 Damage to Personal Items**

- A. The Employer agrees that bargaining unit employees may submit to the Employer requests for reimbursement for any personal items damaged in the performance of assigned duties up to a maximum of one hundred and fifty dollars (\$ 150.00) per occurrence, subject to legislative approval if necessary.

- B. The Employer agrees that bargaining unit employees may submit requests to the State Appeal Board for claims denied by the Employer or which are in excess of one hundred and fifty dollars (\$ 150.00). Such requests will be granted or denied in accordance with the applicable law. If the State Appeal Board requires that requests be submitted on special forms, the Employer will make such forms available to the employees. The employee's immediate supervisor may, at his/her discretion, certify that personal items were lost or damaged in the performance of the employee's assigned duty. The Employer shall provide priority processing for claims submitted pursuant to this section.

### **Section 7 Employer Owned Vehicles**

All Employer-owned vehicles which are used by bargaining unit employees shall be equipped with reflective warning devices or flares, first aid kits and fire extinguishers. The State will endeavor in good faith to comply with Section 321.381 of the Code of Iowa.

### **Section 8 Compliance Limitations**

The Employer's compliance with this Article is contingent upon the availability of funds. If the Employer is unable to meet the requirements of any section of this Article due to a lack of funds, the Employer shall make a positive effort to obtain the necessary funds from the appropriate legislative body.

### **Section 9 Education and Reporting Procedures**

Upon request, the Employer will provide to the Union a written plan for delivery of health and safety information and reporting procedures for each department.

### **Section 10 Health and Safety Committees**

In the State departments and Board of Regents institutions, The Employer and Local Union/Chapter may create Health and Safety Committees 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 8. 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 8. 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, the DAS Director and the President of AFSCME Iowa Council 61.

### **Section 11 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.

## **ARTICLE XIII GENERAL**

### **Section 1 Obligation to Bargain**

This Agreement represents the entire agreement of the parties and shall supersede all previous agreements, written or verbal. The parties agree that the provisions of this Agreement shall supersede any provisions of the rules of the State's merit systems relating to any of the subjects of collective bargaining contained herein when the provisions of such rules differ with this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Union, for the life of this Agreement and any extension, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

### **Section 2 Retention of Benefits**

- A. The Employer agrees, that prior to making any change in a written agency-wide policy which is a mandatory subject of bargaining and not otherwise covered by this Agreement, to meet and confer with the Union in an attempt to reach an agreement. In the event the parties are unable to reach an agreement, the matter will be submitted to arbitration pursuant to Article IV of this Agreement. The sole issue to be considered by the arbitrator is whether the proposed change represents a deterioration of an existing benefit. If the arbitrator determines that the proposed change does represent a deterioration of an existing benefit, the Employer shall not make the change.

- B. For the purpose of this Section, the term “agency” means the Iowa Department of Transportation or the institutions within the BOR.
- C. In the event the parties are unable to agree as to whether a policy is a mandatory subject of bargaining, the question will be submitted to PERB.

**Section 3 Savings Clause**

- A. In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by operation of law or by any tribunal of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.
- B. In the event the parties fail to agree on the provisions of the substitute in fifteen (15) days following the start of negotiations, the parties shall request a list of five (5) arbitrators from PERB. The first strike shall be decided by a coin toss and the parties shall alternately strike until there is one (1) name remaining who shall become the arbitrator. Either party may request a second list of arbitrators from the PERB if they so desire. The arbitrator shall decide between Management’s and the Union’s final offer as to which is the most appropriate substitute. The decision of the arbitrator shall be final and binding on both parties.
- C. Should any provision of this Agreement jeopardize the receipt by the State of any federal grant-in-aid funds or other federal allotment of money, the provision shall be deemed invalid. However, such invalidation shall not invalidate the remaining portions hereof and they should remain in full force and effect. The parties shall immediately renegotiate the invalid provision or, in the absence of an agreement, submit the dispute to arbitration in accordance with the procedure set forth above.

- D. The parties disavow the Polk County District Court's decision in the matter of AFSCME vs. State of Iowa, Docket Number CE 37-21870 issued by Judge Rodney Ryan on February 6, 1992 regarding the savings clause. The parties agree that decision is not precedent setting and shall have no effect for the duration of this Agreement.

### **TERMINATION OF AGREEMENT**

The terms and conditions of this Agreement shall continue in full force and effect commencing on July 1, 2021, and terminating on June 30, 2023, unless the parties mutually agree in writing to extend any or all of the terms of this Agreement. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled.

Negotiations for a new Agreement shall commence on or before November 30, 2022. In the event the parties fail to reach an agreement by January 1, 2023, mediation shall be requested. In the event the parties are still at impasse on February 1, 2023, the dispute shall be submitted to final and binding arbitration. In the event the dispute is submitted to arbitration, the arbitrator's decision shall be rendered by no later than March 15, 2023. The parties may mutually agree to eliminate or modify any of the above impasse procedures.

**APPENDIX A  
PAYGRADES AND CLASSIFICATIONS**

Public Safety

001

**GENERAL GOVERNMENT**

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

All Department of Transportation Classes listed above receive premium overtime.

Effective July 1, 2021

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

Effective July 1, 2022

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

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

### REGENTS

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

Effective July 1, 2021

Grade	Pay Basis	07/01/2021 Minimum	07/01/2021 Maximum
316	Annual	\$51,962.32	
317	Annual	\$54,264.88	
318	Annual	\$56,707.84	\$80,116.56
319	Annual	\$61,250.00	\$85,000.00

Effective July 1, 2022

Grade	Pay Basis	07/01/2022 Minimum	07/01/2022 Maximum
316	Annual	\$52,533.90	
317	Annual	\$54,861.79	
318	Annual	\$57,331.62	\$80,997.84
319	Annual	\$61,923.75	\$85,935.00

**APPENDIX B  
ORGANIZATIONAL AND EMPLOYING UNITS**

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.

**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
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.

**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.