UNION'S INITIAL PROPOSAL

FOR THE

20~~19~~**21** - 20~~21~~**23**

COLLECTIVE BARGAINING
AGREEMENT

Between

STATE OF IOWA

And

UE LOCAL 893
IOWA UNITED PROFESSIONALS

Science Unit

Effective: July 1, 20~~19~~**21** to June 30, 20~~21~~**23**

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 Iowa Code, by and between the State of Iowa (hereinafter referred to as the Employer) and UE Local 893/Iowa United Professionals, and its appropriate affiliated locals, as representatives of employees employed by the State of Iowa, as set forth specifically in Appendix A (hereinafter referred to as the Union).

ARTICLE II
RECOGNITION & UNION SECURITY

SECTION 1 Bargaining Unit

The Employer recognizes the Union as the exclusive collective bargaining agent for science bargaining unit employees as certified by the Iowa Public Employment Relations Board as set forth in Appendix A. The Employer will not during the life of this Agreement meet and negotiate with any group of employees or with any other employee organization with respect to terms and conditions of employment covered by this Agreement.

Employees excluded from the science bargaining unit are all other employees of the State of Iowa and managerial, supervisory, confidential, and part-time employees who work less than seven hundred (700) hours per fiscal year and all other employees specifically excluded by the provisions of Chapter 20 of the Code of Iowa.

The parties will review all new classifications and if unable to reach agreement as to their inclusion or exclusion from the bargaining unit, shall submit such classifications to the Iowa Public Employment Relations Board for final resolution.

SECTION 2 Number Reserved

SECTION 3 Bulletin Boards

The Union shall be allowed to utilize one-half (1/2) of the space on existing bulletin boards, where available, that are customarily used for the posting of information to employees in the unit. This provision shall not apply to bulletin boards customarily used for the posting of notices to students, patients or inmates at state institutions, nor shall it apply to bulletin boards used exclusively for postings required by law or regulations.

Where existing bulletin boards are not available due to use by other unions, UE/IUP shall be allowed to put up twenty-four (24) inch by twenty-four (24) inch tan cork bulletin boards immediately adjacent to existing bulletin boards.

No political campaign literature or material detrimental to the Employer or the Union or any other inappropriate material shall be posted.

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

SECTION 4 Union Leave

Elected constitutional officers of the Union (President, Vice- President, Secretary, Treasurer and Past-President) shall, upon written request of the Union be granted a leave of absence without pay for the term of office not to exceed one (l) year. Appointed officials (Staff Representative, Chairs of Stewards & Arbitration, Negotiations and Budget & Finance Committees) of the Union shall, upon written request of the Union, be granted a leave of absence without pay for the term of office not to exceed one (1) year unless the absence of the employee would cause a substantial hardship on the operating efficiency of the employing unit. Grievances involving the issue of whether a substantial hardship does in fact exist may be appealed directly to arbitration pursuant to Article IV of the Agreement. Union leave shall be renewed for periods of up to one year upon the same terms and conditions as the original leave. Employees returning from an authorized Union leave of absence pursuant to this Section shall have the right to return to the employee's most recent prior position or one of like nature. Notwithstanding the above, elected or appointed officials of the Union may elect to take vacation or earned compensatory time in lieu of leave of absence without pay.

Upon the request of the President of UE Local 893/IUP to the Chief Operating Officer of the Department of Administrative Services-Human Resources Enterprise, employees shall be granted a union leave to conduct union business. Such leave(s) shall be limited to one hundred twenty (120) calendar days per person in each fiscal year. During union leaves 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 Union's request, during periods of leave of one year 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 receive reimbursement from the Union within fifteen calendar (15) days following paycheck issuance for such gross wages including the Employer's share of retirement and Federal and State payroll taxes paid during such periods of union leave without pay.

SECTION 5 Union Conventions

Duly elected Union delegates or alternates to the annual convention of UE/IUP shall be granted time off, without pay, not to exceed a total of ten (10) work days annually to attend the convention.

This time off taken pursuant to this Section may be charged to vacation credits, earned compensatory time, or leave of absence without pay as the individual employee may designate. The Union shall give the Employer at least ten (10) work days advance notice of the employees who will be attending the annual convention of the UE/IUP.

SECTION 6 Union Activity

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 7 Union Visitation

The Employer agrees to maintain its existing policies and practices (see Office of Employment Relations policy statement dated January 18, 1984) with respect to both admitting Union representatives to state facilities and utilization of state facilities during non-working hours. For

purposes of this Section only, in institutions within the Department of Human Services which have continuous (24 hour) operations, "non-working hours" are defined as that time which occurs from 6:00 p.m. to 7:00 a.m.

SECTION 8 No Reprisal

The Employer shall not take any reprisal action against any employee for disclosure of information by that employee to a member of the General Assembly, Legislative Fiscal Bureau, Legislative Service Bureau or the respective caucus staffs of the General Assembly. There shall be no reprisal for employee disclosure of information which the employee believes is evidence of a violation of law or rule, mismanagement, a gross abuse of funds, an abuse of authority or a substantial and specific danger to public health or safety. This section does not apply if the disclosure of that information is prohibited by statute.

SECTION 9

On a monthly basis, and at no cost to the Union, the Employer shall provide the Union with a computer disk, which, in a format agreeable to both parties, shows every bargaining unit employee's name, home address, payroll number, work location, pay grade, step, hourly wage rate, a header tape with insurance information, union membership status, and any other information mutually agreed to.

SECTION 10 Orientation

The Human Resources Enterprise will provide on a monthly basis the name, classification, home address, work location and date of hire of new employees.

One representative of the local union shall be granted up to thirty (30) minutes for Union orientation during the formal orientation for new or recalled employees either as a group or with individuals. Where the Employer does not have a formal orientation program, the Employer will notify the Local Union President and/or Chief Steward that a employee(s) has been hired or a recalled employee(s) has returned to work. The Employer will allow, as the Union may elect, either up to thirty (30) minutes for the Union orientation with the new or recalled employee to be scheduled by the Employer within thirty (30) days of the date of hire, or the distribution to new or recalled employees represented by the Union a packet of information material furnished to the Employer by the local Union.

The thirty (30) minute Union orientation shall be voluntary and without loss of pay for the new or recalled employee(s).

The Union representative shall be in pay status for the thirty (30) minute Union orientation only if the representative is on duty at the time the orientation is presented. No local Union representative shall receive overtime, call-back pay, etc., for participating in the employee orientation program while off duty.

SECTION 11 Discrimination

Workers who believe that they are the victims of discrimination may file a complaint with the appropriate state or federal agency and initiate litigation to protect their legal rights.

While the parties agree that the language in this Section itself is not grievable, the language is not intended to preclude an employee from pursuing any grievance such as an alleged violation of just cause provisions, otherwise available under the other applicable provisions of the contract.

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 I Definition

A grievance shall be a written complaint alleging a violation involving the application and interpretation of provisions of this Agreement.

A grievance shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, if known, and the specific section or sections of the Agreement involved. The grievance shall be presented to the designated supervisor (on forms mutually agreed upon and furnished by the Union) and signed and dated by the employee.

Any employee shall have the right to meet and adjust an individual complaint with the Employer.

An employee's grievance shall be presented only with the approval of the public employee. The arbitration provisions of this Agreement may only be invoked with the approval of the employee organization.

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.

Grievances arising from the application of a state-wide or agency- wide policy or any action taken by the Employer originating at the department level must be filed at the 1st step of the grievance procedure, however, such grievances may, by mutual consent, be forwarded directly to the 3rd step of the grievance procedure.

SECTION 2

Step 1

Within seven (7) calendar days of receipt of the written grievance from the employee or the Union representative, the supervisor will schedule a meeting with the appropriate Union representative (with or without the grievant) and attempt to resolve the grievance. A written decision will be returned to the employee and the Union representative within fourteen (14) calendar days of the meeting.

Step 2

If dissatisfied with the supervisor's answer in Step l, to be considered further, the grievance must be appealed to the Appointing Authority or a designee within seven (7) calendar days from receipt of the answer in Step 1. The Appointing Authority or a designee will schedule a meeting with the appropriate Union representative (with or without the grievant) to discuss and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the Appointing Authority or designee and returned to the employee and the Union representative within fourteen (14) calendar days of the meeting.

Step 3

If dissatisfied with the Employer's answer in Step 2, to be considered further, the grievance must be appealed to the Chief Operating Officer of the Human Resources Enterprise within seven (7) calendar days from receipt of the answer in Step 2. The Union will send the original and two copies of the appeal to Step 3 to the Human Resources Enterprise who will date stamp and return one copy to the Union. The designee of the Chief Operating Officer of the Human Resources Enterprise will schedule a meeting with the appropriate Union representative (with or without the grievant) to discuss and attempt to resolve the grievance. On grievances which do not involve discipline or discharge the parties will, where practicable and feasible, meet via a telephone conference. The Union shall designate a Union representative who will act as the chief spokesperson for the grievant at the third step meeting. Management's third step representative is the official facilitator for the meeting and shall first recognize anyone other than the chief spokesperson who wishes to speak.

Following the 3rd step meeting, the written decision of the designee of the Chief Operating Officer of the Human Resources Enterprise will be placed on the grievance and returned to the grievant and the Union representative within thirty (30) calendar days of the Step 3 meeting. However, designated grievances may be expedited by mutual consent.

Step 4

Grievances which have not been settled under the foregoing procedure may be appealed to arbitration, via the Chief Operating Officer of the Human Resources Enterprise, within fifteen (15) calendar days from the date of the answer in Step 3 or the grievance will be considered ineligible for appeal to arbitration. If an unresolved grievance is not appealed to arbitration, it

shall be considered terminated on the basis of the third step answer without prejudice or precedent in the resolution of future grievances.

The parties will obtain a list of all certified arbitrators from Iowa PERB. Each party will, from the list, strike all arbitrators unacceptable to that party. Those names common to each parties' list, up to a maximum of fifteen (15), shall be members of the panel. If necessary, the parties will either alternately strike names or mutually agree to names so that the final number equals fifteen (15). When the need to schedule an arbitration arises, the parties will alternate in randomly drawing a total of five (5) names from the panel. The parties will alternately strike an arbitrator from this list of five (5) until one (1) remains. The Union will have the right of first strike.

In the event that an arbitrator is no longer available, the parties will mutually agree to add an arbitrator to maintain the list of fifteen (15). Either party may remove an arbitrator from the panel following the receipt of at least three (3) arbitration awards from that arbitrator. If an arbitrator is removed from the panel by a party, the other party shall select the replacement from the list of mutually agreed upon arbitrators, provided that there are arbitrators remaining beyond the original fifteen (15). If no arbitrators remain on the common list, all replacements shall come from the list maintained by the Iowa PERB.

The issue as stated in the third step 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. The cost of the arbitrator and expenses of the hearing will be shared equally by the parties; however, if a fee is incurred due to a party's unilateral cancellation of an arbitration hearing, that party shall bear the cost of the arbitrator's cancellation fee. The costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost. Except as provided in Section 9, each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred.

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 of this Agreement provided 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 will be considered as having been adjudicated on the basis of the last preceding Employer answer. The parties may mutually agree in writing to extend the time limits in any step of the grievance procedure. Such extensions will not be unreasonably withheld by either party. 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 seven (7) calendar days except for fifteen (15) calendar days to Step 4 of the expiration of the designated time limits.

In order to be considered timely, the Union must schedule grievances which are appealed to arbitration, via the Chief Operating Officer of the Human Resources Enterprise for hearing no later than 180 days from the date the grievance was appealed to arbitration. Grievances for which there are no 3rd step answers must be scheduled for arbitration within 180 days from the date the

3rd step should have been answered. Authority to schedule a hearing rests with the arbitrator should the parties disagree. In instances where the parties have a dispute concerning arbitrability of a grievance, the time limits of this paragraph shall begin on the date of the resolution of the arbitrability dispute.

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.

Discharge grievances will be scheduled before any contract interpretation grievances unless the parties mutually agree that a group contract interpretation grievance should be scheduled because of its potential impact on the workers represented by UE/ IUP.

SECTION 4 Bifurcation of Arbitrability Issues

Where an issue exists as to the arbitrability of a particular grievance, due to timeliness or otherwise, the Chief Operating Officer of the Human Resources Enterprise or the Chief Operating Officer's designee shall give written notice of the same to UE/IUP. Following proper notice, such an arbitrability dispute shall be submitted to an arbitrator, other than the arbitrator selected to determine the merits of such grievance, upon written submissions and by telephone hearing only.

Where the arbitrability of a particular grievance is submitted to arbitration, such arbitration shall be scheduled within thirty (30) days, heard within 30 days of the date it is scheduled and a decision rendered within 30 days of the date of the hearing.

The party who does not prevail in the arbitrability dispute must pay the cost of that hearing.

SECTION 5 Retroactivity

Settlement of grievances 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 6 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 7 Stewards

The Union shall provide the Chief Operating Officer of the Human Resources Enterprise with a written list setting forth the names and jurisdictional areas of Union stewards and staff. It shall be updated as necessary but no less than annually. This list is for informational purposes only and shall be the sole source for Management's use when a worker requests Union representation during an Employer's investigatory interview.

SECTION 8 Representation

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

The procedure for the appointment of a Union representative shall be established between the Union and the Human Resources Enterprise. The Human Resources Enterprise will contact the UE/ IUP President when concerns arise regarding overutilization of a particular Union representative and the parties agree to make a good faith effort to resolve such concerns.

Employees have the right to have a Union steward present in a meeting with a supervisor when the employee reasonably believes that discipline may result. The right to have a steward present shall expire, and the meeting shall be held without the steward, if no steward is available within two (2) hours of the request for the meeting. Such representation may be provided by telephone within two (2) hours if the representative cannot be personally available. The employee may have a co-worker present if a steward is unavailable.

SECTION 9 Processing Grievances

Union representatives who are members of bargaining units and grievants will be permitted a reasonable amount of time to process grievances during their regularly scheduled hours of employment, however, only one (1) local Union grievance representative will be in pay status for any one grievance.

Further, in a group grievance, only one (1) of the grievants shall be in pay status as spokes-person for the group. (Group grievances are defined as, and limited to, those grievances which cover more than one 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 second step grievance meetings involving third shift employees 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 second step grievance meetings unless the Employer specifically requests that the grievant attend the meeting in which case the grievant shall be compensated for the actual time spent in the meeting at the grievant's regular hourly rate and shall not be counted as hours worked for purposes of computing overtime.

SECTION 10 Exclusion of Grievant

The grievant is entitled to be present at all steps of the grievance procedure unless excused in writing by either the Employer or the Union. Should the employee be excused by either party, the grievance shall be processed in the absence of the grievant and the Union will be allowed a maximum of two (2) representatives in pay status. In cases where the grievant has been discharged or is otherwise not in pay status, the Union will be allowed a maximum of two (2) representatives in pay status in third step grievances and arbitration.

SECTION 11 Discipline and Discharge

The parties recognize the authority of the Employer to reprimand, reduce in pay within grade, suspend, discharge or take other appropriate disciplinary action against employees for just cause. (See Appendix G for implementation of reduction within pay grade.) An employee who alleges

that such action was not based on just cause, may appeal a suspension or discharge beginning with the third step of the grievance procedure.

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

Written reprimands will be taken out of an employee's personnel file twelve (12) months after they are issued if no other discipline is received within that twelve (12) month period. Upon request of the affected employee, the employee's supervisor will remove written reprimands from the employee's personnel file which predate July 1, 1985.

The Union shall receive written notice at the UE/IUP Des Moines and Iowa City offices of any disciplinary action imposed upon an employee within three (3) working days after the date such action is taken unless the Employer has written directions from UE/IUP for the notice to be sent elsewhere.

SECTION 12 Exclusion of Probationary Employees

Notwithstanding Section 11 above, nor any provision(s) of this Agreement, the release of probationary employees shall not be subject to the grievance procedure.

ARTICLE V
SENIORITY

SECTION 1 Definition

Seniority means an employee's length of continuous service with the Employer in a permanent position since the date of hire. Any length of service in a temporary position shall be included in the computation of seniority if the employment was in the same classification as and contiguous to the appointment to a permanent position. Seniority for the science unit is defined as continuous service with the Employer. In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement. However, if an employee leaves work for any reason other than those listed above, the employee shall retain the original seniority date for a period equal to the employee's length of employment up to a maximum of two (2) years. Any period of absence of more than two (2) years shall represent a break in continuous service. Management will be required to apply seniority as defined above only as specifically provided in this contract and subject to any limitations set forth in any particular article or section of this contract.

SECTION 2 Seniority Lists

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

Employees shall have ninety (90) days after the date the seniority list is posted 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) as established prior to the effective date of this Agreement.

ARTICLE VI
Number Reserved

ARTICLE VII
Number Reserved

ARTICLE VIII
HOURS OF WORK

SECTION 1 Work Schedules

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

Work schedules shall be set in advance for not less than a two (2) week period. Once an employee's schedule has been approved, the Employer can reschedule only for purposes other than avoiding compensatory time except with the approval of the employee. Whenever possible, the Employer will provide twenty-four (24) hours notice prior to requiring work outside the work schedule. Such notice shall be non-grievable. Employees must receive prior management approval before working any hours in excess of forty (40) hours in any work week. Written notice may be provided through electronic communication.

Where practical and feasible as determined by management, with consent of the employee, hours and schedules for bargaining unit employees may include:

1. Variable starting and ending times.
2. Compressed work week such as: 4 - ten hour days 4 - nine hour days and 1 - four hour day
3. Other mutually agreeable flexible hour concepts.

SECTION 2 Compensatory Time/Overtime

All employees in the bargaining unit, not otherwise eligible for time and one-half compensation for all hours worked over forty (40), shall be granted hour-for-hour compensatory time for all hours worked in excess of forty (40) hours in pay status in any work week. Compensatory time for employees in the science unit, who are FLSA exempt, will be computed on an hour for hour

basis for all hours actually worked based on an eighty (80) hour pay period. Compensatory time shall be credited to the employee's account and shall be utilized or paid out in cash at the request of the employee with the approval of management, however, the Employer may require employees to take cash payments rather than earned compensatory time, as such time accrues, after the accumulation of ninety (90) hours of compensatory time in the employee's account. Such approval shall not be unreasonably withheld. If an employee is unable to utilize earned compensatory time by June 30 of the calendar year, the Employer will pay the employee in cash for all unused compensatory time. If budgetary considerations dictate, the Employer may direct employees to use their earned compensatory time between June 1 and June 30. The Employer may designate a date other than the expiration of 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.

Notwithstanding the above, employees in the job class of Criminalist shall be granted compensatory time at the rate of one and one-half hours for each hour worked in excess of forty (40) hours actually worked in any work week. Employees who use approved vacation, compensatory leave, or personal leave days after 40 hours in pay status in a work week will be paid at their straight time rate for the leave used and the leave will be deducted from their leave balances. If an employee, after working forty (40) hours in a work week, requests and is approved for sick leave with less than forty-eight (48) hours advanced notice, such time shall not be deducted from the employee's sick leave account and the employee shall not be paid for such hours. However, leaves approved pursuant to this paragraph shall not be included in the computation of compensatory time earned.

SECTION 3 Separation

Upon separating from state service, employees shall be paid for any unused earned compensatory time.

SECTION 4 Standby

Science unit employees who are required to be in standby status shall be compensated at the rate of seventeen and one-half percent (17.5%) of their computed hourly rate for each hour spent in standby status.

Science unit employees required to be in standby status on a scheduled holiday shall be compensated at a rate of seventeen and one-half percent (17.5%) of their computed hourly rate for each hour spent in standby status on the holiday. For purposes of this section, standby status is defined as:

"The Employer will specifically designate those employees who are to be in standby status: Employees who are in standby status are responsible for keeping the Employer aware of his/her whereabouts and being immediately accessible by telephone or beeper and able to report for work within one (1) hour at all times."

All personnel will receive hour-for-hour compensatory time for actual hours worked while on standby status, however, time spent actually working shall not be counted in determining hours

spent in standby status for compensation purposes. Employees of the Department of Natural Resources who reside in state-owned housing are not eligible for standby pay.

SECTION 5 Meal Periods

Bargaining unit employees will be granted an unpaid and unscheduled meal period.

SECTION 6 Rest Periods

Employees will receive two (2) fifteen minute paid rest periods per day. Such rest periods will be unscheduled. Rest breaks shall not be taken contiguous to the beginning or end of the hours worked.

In addition, any employee who, with prior approval, works at least three (3) hours beyond their regular shift will receive an additional fifteen (15) minute rest break.

SECTION 7 Call-Back Time

The Employer agrees that employees called back for duty, by the employee's supervisor or the supervisor's designee, 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 called back for duty within the original three (3) hour period, except that employees who are 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.

This provision is not applicable to employees prescheduled for duty at least forty-eight (48) hours in advance. Employees of the Department of Natural Resources who reside in state-owned housing are not eligible for call-back pay.

ARTICLE IX
WAGES AND FRINGE BENEFITS

SECTION 1 Wages

Employees shall be paid according to the pay grades set forth in Appendix A and the applicable Executive Branch pay plans.

A. On the first day of the pay period that includes July 1, 20~~19~~**21**, employees in the bargaining units covered by this Agreement shall receive a ~~two and one-tenth~~ **three** percent ~~(02.1%)~~ **(3%)** across the board increase.

B. On the first day of the pay period that includes July 1, 20~~20~~**22**, employees in the bargaining units covered by this Agreement shall receive a ~~two and one-tenth~~ **three** percent ~~(02.1%)~~ **(3%)** across the board increase.

C. All employees eligible for negotiated within-range step increases shall receive an automatic four and one-half percent (4.5%) within grade increase in accordance with their eligibility date in each year of the agreement.

SECTION 2 Number Reserved

SECTION 3 Number Reserved

SECTION 4 Number Reserved

SECTION 5 Number Reserved

SECTION 6 Workers' Compensation Benefits

Worker's 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 Article IX of this Agreement during the pendency of Industrial Commission appeal proceedings for workers' compensation benefits and 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.

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 7 Sick Leave

A. Accrual All permanent science bargaining unit employees of the State shall accrue sick leave at the rate of one and one-half days for each full month of service. Sick leave shall not accrue during any period of absence without pay.

B. Utilization of Sick Leave 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.

Personal illness as defined above may include medically diagnosed illness or disability resulting from work stress.

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

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.

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 one (1) year.

E. Payment of Sick Leave upon retirement. Commencing July 1, 2006, employees will receive the following sick leave provisions. All nontemporary employees within the bargaining unit, working a full-time schedule shall accrue sick leave in accordance with the following:

Sick Leave Balance	Rate of Accrual
Zero to 750 hours	18 days per year
Over 750 hours to 1500 hours	12 days per year
Over 1500 hours	6 days per year

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.

Utilization of Sick Leave

Sick Leave Accounts

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

However, when an employee is laid off, any unused accumulated sick leave shall be restored, the employee is re-employed by the State within two (2) years.

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 $2000 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 $2000 addressed above and will be converted according to the following schedule:

Sick Leave Balance	Conversion Rate
Zero to 750 hours	60% of Value
Over 750 hours to 1500 hours	80% of Value
Over 1500 hours	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.

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

F. Conversion Rights

1. Science Unit — as provided in Chapter 70A, the Code of Iowa.

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 Section will be allowed to accumulate up to an additional twelve days (96 hours) beyond twice their annual vacation and unscheduled holiday entitlement.

SECTION 8 Paid Annual Leave of Absence (Vacations)

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. Permanent 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.

b. Annual leave may be accumulated up to twice an amount equal to the annual entitlement.

2. School Year Employees

Employees who are regularly employed on a school year basis for less than twelve (12) months out of a year shall be granted pro rata annual leave consistent with paragraph "1a" above.

3. Permanent 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 "1a" above.

C. Annual leave credits in any given year shall not be earned for any period of absence without pay.

D. In scheduling vacation (annual leave), choice of time and amount shall be governed by seniority as defined in Article V, provided employees submit their vacation requests at least sixty (60) days in advance. Vacation requests submitted less than sixty (60) days in advance 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, which will be granted or denied on day sixty (60) without regard to any pending approvals for vacation requests not yet at the 60th day. The parties recognize that the Employer has the right to determine the number of employees within each classification and work unit that

may be on vacation at any give time; however, vacations shall be granted at times and in amounts most desired by employees whenever operations permit. Once vacation periods have been scheduled, the Employer shall make changes in employee vacation schedules only to meet emergencies or changes required for the implementation of this Section. In the event the Employer finds it necessary to cancel a scheduled vacation, the affected employee may reschedule his/her scheduling of his/her vacation into the ensuing calendar year as he/she desires, providing it does not affect other employees' vacation periods. Vacation must be taken by the employee if not rescinded at least forty-eight (48) hour in advance of the date and time in which the vacation is scheduled to begin. Every attempt will be made to grant employees vacation at the requested time.

In the event of an illness or injury while an employee is on vacation leave, that portion of the vacation leave spent under the care of a physician may be substituted for and charged against the employee's accrued sick leave upon the employee's request and proof from the physician of an illness or injury and its duration.

SECTION 9 Holidays

A. The Employer agrees to provide the following paid holidays per year: there shall be nine (9) scheduled holidays as set forth below. All employees within the bargaining unit shall receive an additional two (2) unscheduled holidays.

Unscheduled holidays shall be prorated and 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 8 (Vacations) in this Article.

SCHEDULED HOLIDAYS:
New Year's Day, January 1
Dr. Martin Luther King's Birthday, 3rd Monday in January
Memorial Day, the last Monday in May
Independence Day, July 4
Labor Day, the first Monday in September
Veterans Day, November 11
Thanksgiving Day, the fourth Thursday in November
Friday after Thanksgiving
Christmas Day, December 25

B. 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 all other than those employees, the holiday shall be deemed to fall on the day which the holiday occurs.

C. The Employer agrees that employees required to work on a holiday as provided above shall be compensated for such holiday by receiving equivalent compensatory time off at a later day, and if a holiday provided above falls on an employee's regularly scheduled day off, equivalent compensatory time off shall be granted at a later date. Holiday compensatory time earned will be added to the regular compensatory time account. When such compensatory time off is to be

granted, it shall be taken at the request of the employee with the approval of the Employer.

D. If a holiday falls on an employee's regularly scheduled work day, the employee will receive their regular shift pay. 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.

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

SECTION 10 Holiday Premium Pay

When an employee is required by the Employer to work on a state scheduled holiday, the Employer agrees to provide holiday premium pay at the rate of one and one-half (1 1/2) the employee's regular hourly rate for all hours actually worked. Such compensation shall be paid in cash and shall not be computed as hours worked for compensatory time. In the event that Article VIII, Section 6 (Call Back) and this Section are both applicable, the employee shall be paid according to whichever provision is most beneficial to the employee.

SECTION 11 Extra Pay

The Employer may, at its sole discretion, grant an incentive increase to bargaining unit employees, not to exceed three per cent (3%) of the employee's annual salary, providing that sufficient funds are available, in the Employer's estimation. The decision to grant or deny an incentive increase is not subject to the grievance procedure set forth in Article IV of this Agreement. Incentive increases which are granted shall be paid in one lump sum following the employee's performance evaluation and shall not be added to the base pay or carried over into subsequent evaluation periods.

The Employer may determine the need to have lead workers. Employees who accept lead worker responsibilities will receive a minimum of 3% added to their regular hourly rate. In no event will a lead worker receive more than 10% added to their regular hourly rate for the lead worker responsibilities. Any employee currently receiving lead worker pay in an amount greater than 10% will not have the amount reduced so long as they continue to perform lead worker duties.

SECTION 12 Selected IRS Pre-Tax Benefits

The State will offer a premium conversion plan in which employees may elect, during a designated annual enrollment period, to pay their share of health, dental and life insurance premiums with pre-tax rather than post-tax salary dollars.

The State will provide a program consistent with Internal Revenue Service (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.

Effective July 1, 2003, 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.

SECTION 13 Deferred Compensation

For employees who are eligible for Internal Revenue Code Sec. 457 deferred compensation, the Employer shall match employee contributions at the rate of $1.00 for each $1.00 contributed by the employee, up to a maximum of $75.00 per month starting July 1, 2009.

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 probationary period. Parenting 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:

> Requests for leaves of absence not exceeding one (l) month shall either be granted or denied within five (5) working days. Requests for a leave of absence exceeding one (1) month shall either be granted or denied within fifteen (15) working days.

SECTION 3 Leaves of Absence Without Pay

Except as otherwise provided by 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.

A. Parenting Leave

Employees shall be granted a leave of absence without pay at the time of birth or placement of an adopted infant or child as follows:

l. The employee shall, whenever possible, submit written notification to the immediate supervisor at least four (4) weeks prior to the start of the anticipated leave stating the probable duration of the leave. Parenting leave shall be granted for a period of time up to but not to exceed six (6) months. Further, parenting leave shall not be combined with other leaves to exceed a total of six (6) months. Upon request, additional parenting leave without pay may be granted in 30 day increments not to exceed a total of 3 months unless the absence of the employee would cause a substantial hardship on the operating efficiency of the employing unit.

2. In no case shall an employee be required to leave prior to childbirth unless she is no longer able to satisfactorily perform the duties of her position.

3. Except as provided under Article IX, Section 7 of this Agreement (Sick Leave), all periods of leave related to parenting shall be leaves of absence without pay.

B. Military Leave

Whenever an employee enters into 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 express 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:

The Employer agrees that at any one time up to fifteen (15) bargaining unit employees of the Department of Human Services may be granted an unpaid educational leave of absence not to exceed two (2) years in duration. The Employer further agrees that at any one time up to three (3) bargaining unit employees of the Department of Education (Vocational Rehabilitation), two (2) employees of the Department of Corrections, and one (1) employee from the Iowa Civil Rights Commission may be granted an unpaid educational leave of absence not to exceed two (2) years in duration. Selection of employees shall be on the basis of seniority unless such selection would impose a substantial hardship on the delivery of services.

To be eligible for unpaid educational leaves, an employee must have completed eighteen (18) months 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.

D. Medical Leave of Absence

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, extensions may be granted in increments for up to ninety (90) days not to exceed a total of one (1) year. 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 the employee's sick leave account, the Employer shall advise the employee of his/her right to a medical leave of absence without pay.

E. Return Rights From Leave

The Employer agrees to provide for the following rights upon an employee's return from any of the above approved leaves:

1. The employee shall have the right to be returned to the previously held position or one of like nature.

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.

F. Fringe Benefits

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

G. 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 as defined by the State of Iowa's donated leave policy. Leave shall be donated in no less than one (1) hour increments. The donating 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. Donated leave used by another State employee pursuant to this provision is removed from the donating employee's leave balance and is no longer available for use by the donating employee. Donated hours not used remain in the donating employee's accrued leave balance. The recipient of the donated leave shall be on approved leave without pay for medical reasons during any hours for which the employee will receive donated leave. Donated leave is not considered pay the employee earned through the performance of work; it is payment of a monetary benefit only.

Employees receiving donated leave for catastrophic illness will not be eligible for lead worker pay, extraordinary pay or special duty pay. When FMLA leave and donated leave for catastrophic illness are used concurrently, the State is obligated to pay its share of health and dental insurance as long as the employee continues his or her share of the premium, if any. Once FMLA is exhausted and the employee is receiving only catastrophic leave donations, the employee must pay the entire health and/or dental premium. The State will continue an employee's basic life and long-term disability insurance coverages.

The Union will receive notice of all employees requesting catastrophic leave donations at the UE/IUP Des Moines and Newton offices.

SECTION 4 Reduction in Force Leave

Upon the Employer's determination to lay off bargaining unit employees, the Employer will announce the number of bargaining unit employees in each layoff unit that will be laid off. The Employer will post the above announcement in each office of the affected layoff unit where bargaining unit employees are located for five (5) calendar days. No later than the fifth (5th) day of posting, permanent employees not designated for layoff and who are in the same classification series affected by the layoff may apply for an unpaid leave of absence. The Employer shall grant such leaves, by seniority within class series and layoff unit up to the same number of employees as were scheduled for layoff. The number of employees to be laid off shall then be reduced by the number of leaves granted. The period of such leave shall be for one year, but may be extended by mutual agreement of the employee and the Employer.

Return from leave shall be in accordance with Article VI, Section 2(H)(2).

SECTION 5 Paid Leaves of Absence

A. Jury Duty

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. If employees elect

to use paid annual leave in lieu of work time for jury duty, they may retain the jury duty payment. Time spent in court and reasonable travel time shall be deducted from an employee's scheduled work hours for the day in question.

The employee summoned as a juror shall notify the 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.

An employee who reports to 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.

B. Court Appearance

When, in obedience to a subpoena or direction by proper authority, an employee appears as a witness for the Federal Government, the State of Iowa, or a political subdivision thereof, or in a private litigation, 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.

C. 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 and 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.

D. Voting Leave

On a general election day, any employee eligible to vote in that election is entitled to paid time off for the purpose of voting if the employee's regularly scheduled work hours do not allow a two hour period away from work when polls are open. 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.

SECTION 6 Family and Medical Leave Act

Employees who are on 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.

ARTICLE XI
MISCELLANEOUS

SECTION 1 Work Rules

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

SECTION 2 Payment of Employee Moving Expense

Employees who are reassigned at the direction of the Employer shall be reimbursed for relocation and related expenses in accordance with the Relocation and Reimbursement Policy published by DAS-HRE.

SECTION 3 Payday

For those employees currently being paid on a bi-weekly basis, the Employer agrees to continue such practice.

SECTION 4 Identification Cards

Those employees currently receiving identification cards will continue to be furnished such cards by the Employer.

SECTION 5 Parking Fees

When employees are required by the Employer to utilize their personal vehicle during the work day, the Employer will reimburse such employees for any parking fees incurred provided a paid receipt is furnished. This provision is not applicable to parking fees incurred as a result of driving to and from work.

SECTION 6 Retention of Disabled Employees

It is the intent of both parties to encourage the retention of employees who may have become disabled while in state service. The parties agree that reasonable job modification in accordance with the Americans with Disabilities Act (ADA) may be necessary in order to retain the employee.

The parties agree that the provisions of this Section may not be appealed to arbitration under Article IV of this Agreement, since the ADA provides an appropriate and adequate remedy to aggrieved employees.

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 tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use.

SECTION 2 Buildings

The Employer shall make a good faith effort to provide and maintain all buildings, facilities, grounds and equipment in accordance with directions of the applicable federal and state agencies. The parties agree that the provisions of this Section shall not be appealed to arbitration under Article IV of this Agreement.

SECTION 3 Protective Clothing
The Employer shall furnish protective clothing and equipment in accordance with the applicable federal and state regulations.

SECTION 4 Safety Shoes
Where the Employer requires employees to wear safety shoes, the Employer will furnish such shoes.

SECTION 5 Safety Glasses
The employer shall reimburse employees required to wear prescription safety glasses $100.00 toward the purchase of such eyewear one time during the term of this agreement.

ARTICLE XIII
EMPLOYEE PRODUCTIVITY AND DEVELOPMENT

SECTION 1 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 to carry out the duties of their assigned position as determined by the Employer.

SECTION 2 Staff Development
The Employer agrees to provide advance notice to the Union of any staff development programs established by the Employer. The Union shall be allowed to make staff development recommendations, however, the Appointing Authority retains the sole discretion to either accept or reject the proposed staff development recommendations.
The Employer shall establish an educational assistance program to provide employees with one (1) year of full-time employment an opportunity to improve their performance in their current position. The plan shall provide for Employer participation in the cost of tuition expenses based upon successful completion of individual job related courses and the availability of funds for that purpose.

ARTICLE XIV - Number Reserved

ARTICLE XV
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 Human Resources Enterprise 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

The Employer agrees that prior to making any change in a written agency-wide policy, which is a mandatory subject of bargaining (excluding job classifications) 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.

For the purpose of this Section the term "agency" means the individual departments of state government.

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 the Public Employment Relations Board.

SECTION 3 Savings Clause

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.

In the event the parties fail to agree on provisions for substitution in fifteen (15) days following the start of negotiations, the parties shall request a list of five (5) arbitrators from the Public Employment Relations Board. The first strike shall be decided by a coin toss and the parties shall alternately strike until there is one name remaining who shall become the arbitrator. Either party may request a second list of arbitrators from the Public Employment Relations Board if they so desire. The arbitrator shall decide between the 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.

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.

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.

APPENDIX A
EXECUTIVE BRANCH CLASSIFICATIONS
SCIENCE UNIT (009)

CODE	PAY	GRADE CLASSIFICATION
00674	30	Senior Industrial Hygienist
02215	25	Medical Technologist
04404	28	Geologist 2
04407	31	Geologist 3
04414	27	Chemist
04421	27	Microbiologist
04513	27	Environmental Specialist
04519	30	Environmental Specialist Senior
05138	33	Veterinarian
05160	28	Plant Pathologist
05162	27	Entomologist
05340	28	Natural Resources Biologist
05414	28	Forester 2
06018	32	Criminalist
04507	27	Health Physicist 1
04508	30	Health Physicist 2
04509	32	Health Physicist 3

EXCLUDED: All Other Employees of the State of Iowa

APPENDIX B

Organizational and employing Units are defined as:
1. Department of Transportation
a. Districts
b. Divisions

2. Workforce Development
a. Labor Services Division by Bureaus
3. Department of Natural Resources

a. Division
4. Department of Public Defense
5. Department of Public Health
6. Department of Public Safety
7. Department of Agriculture and Land Stewardship
a. By Divisions except Division of Soil Conservation
b. Division of Soil Conservation
1. Central Office
2. Field Offices
8. Iowa Veteran's Home
9. All other State Agencies
a. District
b. Division

APPENDIX C
DISCIPLINARY REDUCTION IN PAY

The parties agree that reduction in pay may be an appropriate disciplinary action taken in cases involving employees who have violated attendance policies or who have demonstrated less than competent or inadequate job performance. This action would be imposed in lieu of suspension. It would be used in those cases where the employee's presence at work is necessary to correct the misconduct (absenteeism) or performance problems or where further absence from the work site would be counterproductive. Reduction in pay in these cases would be temporary in nature and would approximate the dollar loss of the appropriate suspension. Such reductions in pay would be in pay step increments.