

AFSCME Iowa Council 61  
Initial Proposal  
November 9, 2016

2017~~[2015]~~ - 2019~~[2017]~~

COLLECTIVE  
BARGAINING  
AGREEMENT

BETWEEN

THE STATE OF IOWA

AND

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

MASTER CONTRACT  
for the following bargaining units

BLUE COLLAR  
CLERICAL  
COMMUNITY CORRECTIONS  
EDUCATION  
FISCAL & STAFF  
PATIENT CARE  
SECURITY  
TECHNICAL

Effective: July 1, 2017~~[2015]~~ through June 30, 2019~~[2017]~~

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

Note: All notations in the Collective Bargaining Agreement which make a reference to an Appendix needs to be reviewed mutually to ensure that the notations are appropriately placed in the Collective Bargaining Agreement.

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**ARTICLE I  
AGREEMENT**

This Agreement made and entered into this 1st day of July 2017 ~~{2015}~~, 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**

Current Contract Language

**ARTICLE III  
MANAGEMENT RIGHTS**

Current Contract Language

**ARTICLE IV  
GRIEVANCE PROCEDURE**

**Section 1 Definition**  
Current Contract Language

**Section 2 Grievance Steps**  
Current Contract Language

**Section 3 Time Limits**  
Current Contract Language

**Section 4 Retroactivity**  
Current Contract Language

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**Section 5 Exclusive Procedure**

Current Contract Language

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

Current Contract Language

**Section 7 Representation**

Current Contract Language

**Section 8 Processing Grievances**

Current Contract Language

**Section 9 Discipline and Discharge**

Current Contract Language

**Section 10 Exclusion of Probationary Employees**

Current Contract Language

**Section 11 Exclusion of Grievant**

Current Contract Language

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

A. Current Contract Language

B. Weingarten principles (the right of an employee who reasonably believes that they may be subject to discipline to have, upon the employee's request, a Union representative present during the investigatory interview) shall apply during investigatory interviews of an employee. Management shall inform an employee of their right to have a Union representative present during the investigatory interview.

C. Current Contract Language

D. Current Contract Language

E. Current Contract Language

F. Current Contract Language

**Section 13 Resolution of Timeliness Arbitrability Issues**

Current Contract Language

**Section 14 Grievance Resolution Improvement Process (GRIP)**

Current Contract Language

ARTICLE V  
SENIORITY

Current Contract Language

ARTICLE VI  
LAYOFF PROCEDURE

Current Contract Language

ARTICLE VII  
TRANSFERS

Current Contract Language

ARTICLE VIII  
HOURS OF WORK

Section 1 Work Schedules  
Current Contract Language

Section 2 Overtime  
Current Contract Language

Section 3 Meal Periods  
Current Contract Language

Section 4 Rest Periods

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

- 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
- C. Drivers and Transport Drivers shall receive a thirty (30) minute rest period after twelve (12) hours of work.  
(Clerical Unit, see Appendix R; Professional Fiscal & Staff Unit, see Appendix Q)

**Section 5 Wash-Up Time**  
Current Contract Language

**Section 6 Shift Differential**

A. ~~{The Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of fifty cents (\$0.50) 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 fifty five cents (\$0.55) 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.}~~ Effective July 1, 2017~~{2010}~~, the Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of eighty-five ~~{sixty}~~ cents (\$0.85 ~~{60}~~) 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 ninety ~~{sixty-five}~~ cents (\$0.90 ~~{65}~~) per hour for any regularly scheduled permanent shift of which four (4) or more hours occur between midnight and 6:00a.m. Employees who work rotating shifts on a regularly scheduled permanent basis shall be eligible for shift differential.

B. Current Contract Language

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

**Section 7 Standby**  
Current Contract Language

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**Section 8 Call-Back Time**  
Current Contract Language

**Section 9 Travel Between Work Sites**  
Current Contract Language

**Section 10 Scheduling of Volunteer Emergency**  
Current Contract Language

**Section 11 Volunteer Firefighters**

A. Employees who participate as volunteer firefighters at their work site shall be compensated with an additional fifteen ~~ten~~ dollars (\$15.00 ~~\$10~~) each pay period.

B. Current Contract Language

**Section 12 Med Passer Differential**  
Current Contract Language

**ARTICLE IX  
WAGES AND FRINGE BENEFITS**

**Section 1 Wages**

- A. On the first day of the pay period that includes July 1, 2017 ~~2015~~, employees in the bargaining units covered by this Agreement shall receive a two and one-quarter ~~one-half~~ percent (2.25%) across-the-board pay increase.

On the first day of the pay period that includes January 1, 2018, employees in the bargaining units covered by this Agreement shall receive a two percent (2%) across the board increase.

All employees eligible for negotiated within-range step increases shall receive automatic step increases in accordance with their eligibility date and 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, 2018 ~~{2016}~~, employees in the bargaining units covered by this Agreement shall receive a two and one-quarter percent (2.25%) across-the-board pay increase.

On the first day of the pay period that includes January 1, 2019 ~~{2017}~~, employees in the bargaining units covered by this Agreement shall receive a two ~~{one and one-quarter}~~ percent (2 ~~{1.25}~~%) across the board increase.

All employees eligible for negotiated within-range step increases shall receive automatic step increases in accordance with their eligibility date and 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. Current Contract Language
- D. Current Contract Language
- E. Current Contract Language
- F. Current Contract Language

#### **Section 2 Deferred Compensation**

All Executive Branch including Regents ~~{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 one hundred ~~{seventy-five}~~ dollars (\$100.00 ~~{75.00}~~) per month.

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

Current Contract Language **Talking point - Benefit Card**

#### **Section 4 Health Benefits**

Current Contract Language **with date updates**

#### **Section 5 Dental Benefits**

Current Contract Language

**Section 6 Workers' Compensation Benefits**

A. Current Contract Language

B. Employees shall continue to receive one hundred percent (100%) of their base salary, including differentials, while they are receiving ~~{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.}~~ Employees workers' compensation benefit check will be assigned to the Treasurer of the State of Iowa.

**Section 7 Life Insurance**

A. Current Contract Language

(BOR, see Appendix M)

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

1. Current Contract Language

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:

Age	Basic	AD&D
Under 65	<u>\$50,000</u> <del>{20,000}</del>	<u>\$50,000</u> <del>{20,000}</del>
Age 65-69	<u>\$33,000</u> <del>{13,200}</del>	<u>\$33,000</u> <del>{13,200}</del>
Age 70-74	<u>\$20,750</u> <del>{8,300}</del>	<u>\$20,750</u> <del>{8,300}</del>
Age 75 and over	<u>\$14,250</u> <del>{5,700}</del>	<u>\$14,250</u> <del>{5,700}</del>

3. Current Contract Language

4. Current Contract Language

5. Current Contract Language

**Section 8 Disability Insurance**

Current Contract Language

## Section 9 School Year Employees

Current Contract Language

## Section 10 Sick Leave

### A. Accrual

Current Contract Language

### B. Utilization of Sick Leave

#### 1. Current Contract Language

2. Current Contract Language

3. Current Contract Language

4. Current Contract Language

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 one hundred and twenty ~~eighty~~ (120 ~~80~~) hours in the next fiscal year.

6. Current Contract Language

7. Current Contract Language

### C. Sick Leave Accounts

Current Contract Language

### D. Cancellation of Sick Leave

Current Contract Language

### E. Payment of Sick Leave Upon Retirement for Regents Employees

Current Contract Language

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

Current Contract Language

### G. Rights Upon Return to State Employment Employees

Current Contract Language

### 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 six (6) hours ~~one-half (1/2) day (4 hours)~~ added to their accrued vacation account in lieu of the accrual of sick leave.

2. Current Contract Language

3. Employees who have made an election pursuant to this subsection will be allowed to accumulate up to an additional eighteen ~~{twelve}~~ (18 ~~{12}~~) days (144 ~~{96}~~) beyond twice their annual vacation and unscheduled holiday entitlement.

(Community Based Corrections, see Appendix S)

I. Conversion of Vacation Leave to Sick Leave

1. All bargaining unit employees may convert up to fifty (50) hours of accrued Annual Leave to Sick Leave at the rate of two (2) hours of vacation for one (1) hour of sick leave. All converted Leave shall be placed in the employee's sick leave account. This request for vacation conversion to sick leave may only be made once during each contract year.

2. All bargaining unit employees with twenty (20) years of seniority or more may convert up to two hundred (200) hours of accrued Annual Leave to Sick Leave at the rate of one (1) hour of vacation for one (1) hour of sick leave. All converted Leave shall be placed in the employee's sick leave account. This request for vacation conversion to sick leave may only be made once during each contract year.

**Section 11 Paid Annual Leave of Absence (Vacation)**

A. Current Contract Language

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; two ~~{one}~~ hundred ~~{seventy-six}~~ (200 ~~{176}~~) hours (25 ~~{22}~~ days) each year for a full year of service after nineteen (19) years of service; and two hundred forty (240 ~~{200}~~) hours (30 ~~{25}~~ days) each year for a full year of service after thirty ~~{twenty-four}~~ (30 ~~{25}~~) years of service.

Years of Service	Accrual Rate/Year
0 through 4	80 hours (10 days)
5 through 11	120 hours (15 days)
12 through 19	160 hours (20 days)
<del>{20 through 24}</del>	<del>176 hours (22 days)}</del>
<u>20 through 29</u>	200 hours (25 days)
<u>30 &amp; up</u>	<u>240 hours (30 days)</u>

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 Employee ~~{Employer}~~ may request ~~{, 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 or superintendent. 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.}~~ At the discretion of the employee the amount of the forty (40) hours of the accrued annual leave may be credit to the employees Deferred Compensation Plan (State) or the employees TIAA-CREF Plan (Regents).

(Department of Corrections, see Appendix H)

2. School Year Employees

Current Contract Language

3. Permanent Part-Time Employees

Current Contract Language

C. Current Contract Language

D. Current Contract Language

E. Current Contract Language

**Section 12 Holidays**

Current Contract Language

**Section 13 Travel and Lodging**

Current Contract Language

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**Section 14 Payday**  
Current Contract Language

**ARTICLE X  
LEAVES OF ABSENCE**

**Section 1 Eligibility**  
Current Contract Language

**Section 2 Request Procedure**  
Current Contract Language

**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.

(Community Based Corrections, see Appendix S)

- A. Parental Leave  
Current Contract Language
- B. Military Leave  
Current Contract Language
- C. Unpaid Educational Leave  
Current Contract Language
- D. Medical Leave of Absence  
Current Contract Language
- E. Family and Medical Leave  
Current Contract Language
- F. Current Contract Language
- G. Current Contract Language
- H. Current Contract Language

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. Sick leave may also be donated up to a maximum of forty (40) hours every contract year. 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. Notification of catastrophic leave requests will be sent to all employees in all State agencies and Regents Institutions statewide.

Section 4 Paid Leaves of Absence

A. Voting Leave

Current Contract Language

B. Jury Duty

Current Contract Language

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 pay status for all hours of travel and the court proceeding(s) ~~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

Current Contract Language

(Hostage Leave for Department of Corrections, see Appendix H)

ARTICLE XI  
MISCELLANEOUS

Current Contract Language

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**ARTICLE XII  
HEALTH AND SAFETY**

Current Contract Language

**ARTICLE XIII  
(THIS ARTICLE RESERVED FOR FUTURE USE)**

**ARTICLE XIV  
GENERAL**

Current Contract Language

**TERMINATION OF AGREEMENT**

The terms and conditions of this Agreement shall continue in full force and effect commencing on July 1, 2017 ~~{2015}~~, and terminating on June 30, 2019 ~~{2017}~~, 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, 2018 ~~{2016}~~. In the event the parties fail to reach an agreement by January 1, 2019 ~~{2017}~~, mediation shall be requested. In the event the parties are still at impasse on February 1, 2019 ~~{2017}~~, 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, 2019 ~~{2017}~~. The parties may mutually agree to eliminate or modify any of the above impasse procedures.

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APPENDIX A PAYGRADES AND CLASSIFICATION  
PAYGRADES AND CLASSIFICATIONS

Current Contract Language The parties will mutually review all classifications and add in all new classifications or delete all classifications that no longer exist.

Executive Branch:

Paygrade assignments remain the same except as follows:

All Classification/paygrades with the E designation will be moved into the corresponding paygrade without the E. example - paygrade 32E will move to paygrade 32.

Overtime designation will be modified as follows:

All Paygrade/classifications with the xx designation shall be changed to the \*\* designation.

Regents: No Change

Community Based Corrections:

\* Indicates classes covered by the premium overtime provisions.

\*\* Indicates classes that receive hour for hour overtime. This proposal will apply to all current job classifications that currently do not have any asterisk designation. ~~{For classes not indicated by an asterisk, see Appendix S. As mutually agreed upon, other classes may receive premium overtime.}~~

The parties will mutually review all classifications and add in all new classifications or delete all classifications that no longer exist.

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. Current Contract Language
2. Current Contract Language
3. Current Contract Language

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4. Iowa Workforce Development:
  - a. Current Contract Language
  - b. Current Contract Language
  - c. All other divisions, including the administrative offices ~~{at 150 Des Moines Street and 1000 East Grand Avenue,}~~ shall be considered ~~{together}~~ as one (1) statewide organizational/employing unit, with the exception of the Workforce Development Center Administration Division where organizational units, for the purposes of layoff or hours reduction, are Service Delivery Areas (see Appendix T).
5. Current Contract Language
6. Current Contract Language
7. All other State agencies:
  - Statewide Layoff Unit
  - ~~{Divisions}~~
  - ~~{Districts or Regions}~~
  - ~~{Institutions}~~

APPENDIX B2  
COMMUNITY BASED CORRECTIONS

Current Contract Language

APPENDIX C  
ENROLLMENT PERIODS, OTHER ENROLLMENT CHANGES, AND MOVEMENT AMONG PLANS

Current Contract Language

APPENDIX C-1  
HEALTH BENEFITS  
REVIEW COMMITTEE

Current Contract Language

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APPENDIX D  
DENTAL BENEFIT COVERAGE

Current Contract Language

APPENDIX E  
RELOCATION REIMBURSEMENT

Current Contract Language

APPENDIX F  
AIRPORT FIREFIGHTERS

Current Contract Language

APPENDIX G  
DEPARTMENT OF PUBLIC DEFENSE

1. The Employer agrees to provide reimbursement of up to one hundred and twenty-five dollars (\$125.00 ~~{100.00}~~) for cold weather protective clothing. Employees in the following job classifications are eligible for cold weather protective clothing:

Electricians

HVAC Technicians HVAC Coordinators

Power Plant Engineers

Locksmiths Plumbers

Maintenance Repairers Mechanics

Heavy Equipment Operators Equipment Operators

Carpenters

Comm. Technician 1

Comm. Technician 2

Comm. Technician 3

Storekeeper

Warehouse Operations Worker

Wtr. & Disposal Plant Oper. 1

Wtr. & Disposal Plant Oper. 2

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Employees shall be eligible for this reimbursement every two (2) years.

The cold weather gear eligible for this reimbursement includes:

- Winter head gear/face masks
- Winter outer garments
- Thermal under garments
- Insulated gloves
- Insulated socks
- Thermal Hooded Sweatshirts

2. Current Contract Language

3. Current Contract Language

4. The Employer agrees to provide for safety shoes in the amount of one hundred and fifty dollars (\$150.00) every year and shall be replaced during the year if damaged or worn out ~~{consistent with the provisions of the main body of the contract}~~.

5. The Employer agrees to provide for safety glasses, including Prescription Lenses, in the amount of one hundred and fifty dollars (\$150.00) every year.

6. The Employer agrees to provide four (4) sets of painters pants, to each painter, each year.

APPENDIX H  
DEPARTMENT OF CORRECTIONS

1. Current Contract Language

2. Current Contract Language

3. Current Contract Language

4. "Med Passer" differential will be paid to Correctional Officers and Nursing Unit Coordinators that are required to pass medication. An eligible employee will receive one dollar ~~{seventy-five cents}~~ (\$1.00 ~~{0.75}~~) per hour differential for a full shift on any day he or she passes medications, regardless of whether the employee actually passes medications on each hour of the shift. The differential will not be paid for days the employee does not pass medications.

5. Current Contract Language

6. Current Contract Language

7. Effective July 1, 2017 ~~[2015]~~, the Employer will reimburse employees up to one hundred and fifty dollars (\$150.00) ~~[per fiscal year of the cost]~~ for the ~~[initial]~~ purchase/replacement of shoes/boots for employees that are required to wear a particular color or style of shoes/boots.

8. Current Contract Language

9. Current Contract Language

10. Notwithstanding the language in Article III (Management Rights), the parties agree that effective September 1, 2017, that shifts with no unpaid break for a meal period shall be implemented for all health service staff, whose work is based from their respective health service departments, at all institutions. The State may make administrative adjustments to their start and finish times to implement staggered shifts as needed. ~~[Notwithstanding the language in Article III (Management Rights), the parties agree that shifts with no unpaid break for a meal period shall continue for all Registered Nurses, Licensed Practical Nurses and Nursing Unit Coordinators at the following institutions:~~

~~Anamosa State Penitentiary  
Iowa Medical and Classification Center  
Iowa State Penitentiary  
Mount Pleasant Correctional Facility~~

~~Effective September 1, 2015; the parties agree that shifts with no unpaid break for a meal period shall be implemented for all Registered Nurses, Licensed Practical Nurses and Nursing Unit Coordinators at the following institutions:~~

~~Clarinda Correctional Facility  
Iowa Correctional Institute for Women~~

~~The parties agree that discussions shall be held at Local Labor/ Management Meetings for the creation of shifts with no unpaid break for a meal period for Registered Nurses, Licensed Practical Nurses and Nursing Unit Coordinators at the following institutions:~~

~~Fort Dodge Correctional Facility  
Newton Correctional Facility  
North Central Correctional Facility~~

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

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11. All employees who are typically scheduled greater than 8 hour work days shall be granted an additional fifteen (15) minute rest period.

12. The parties agree to allow employees at their discretion to accumulate up to one hundred and sixty (160) hours of compensatory time. Any hours over one hundred and sixty (160) will be paid in cash. Employees at their discretion will be allowed to carry over forty (40) hours to the next contract year. (Will need to change language in Art 8 Section 2, subsection B., paragraph #2 (page #49) to reflect content in Corrections Appendix)

APPENDIX I  
DEPARTMENT OF TRANSPORTATION

1. Current Contract Language
2. Current Contract Language
3. Current Contract Language
4. Current Contract Language
5. Current Contract Language
6. The Employer agrees to provide reimbursement of one hundred and fifty dollars (\$150.00 ~~{100}~~) per the term of this contract for cold weather protective clothing for employees whose job assignments require them to regularly work outside during the cold weather months. If the clothing is required to meet the ANSI safety standards or Iowa Department of Transportation Policy and Procedures, this requirement must be met.

The cold weather gear eligible for this reimbursement includes:

- winter head gear/face masks
- winter outer garments
- thermal under garments
- insulated gloves
- insulated socks

The employees eligible for this reimbursement include:

Highway Technician Associate (Equipment Operators)  
Highway Technician  
Equipment Operator Senior  
Highway Technician Senior  
Garage Operations Assistant  
Construction Technician

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Construction Technician Senior  
Survey Party Chief  
Construction Technician Assistant  
Asst. Survey Party Chief  
Soils Party Chief  
Bridge Inspector 1  
Bridge Inspector 2  
Asst. Soils Party Chief  
Mechanic  
Maintenance Worker 2  
Electrician  
Electrical Maintenance Specialist  
Transport Driver  
Locksmith  
Communication Technician 1  
Communication Technician 2  
Communication Technician 3

Anyone who performs winter operations as a shared worker.

This section will apply to any classes or position(s) mutually agreed upon by Management and the Union based on the primary duties of the position(s). If the parties are unable to agree, DAS-HRE will mediate a resolution. If unable to reach a mediated resolution, the Director/Designee of the Department of Transportation and the President of AFSCME Iowa Council 61/ Designee will make the decision.

7. Current Contract Language

8. Current Contract Language

9. Current Contract Language

10. Current Contract Language

11. Current Contract Language

12. Current Contract Language

13. Current Contract Language

14. For vacancies posted after July 1, 2017 ~~{9}~~, the residency requirement for Motor Vehicle Officers will be posted ~~{by}~~ within a two (2) county area designated by the Employer. The residency requirement for Sergeants, Motor Carrier Investigators, and the Investigators within the Bureau of Investigation & Identity Protection and Hazardous Materials Specialists will be a twenty-five (25 ~~{20}~~) air mile radius of the location designated by the Employer.

15. Current Contract Language

16. Highway Technician, Highway Technician Sr, Construction Technician and Construction Technician Sr with at least twenty-two (22) years of seniority, but not more than fifty percent (50%) of the crew, by classification, will not be required to work the late shift (shift 3). If it becomes necessary to assign employees to work the late shift, they will be assigned in reverse seniority order.

17. For the purpose of layoff, transfer and overtime equalization, Construction Technicians and Highway Technician Seniors within the same work unit who normally perform the work involved shall be considered one classification.

18. Assignment of Highway Technicians in areas that have more than one (1) maintenance garage within thirty (30) minutes of the construction project will be done by seniority.

APPENDIX J  
DEPARTMENT OF HUMAN SERVICES

1. "Med Passer" differential will be paid to qualified employees (Youth Service Workers, Youth Service Technicians, Resident Treatment Workers, Resident Treatment Technicians, and Psychiatric Security Specialists). Additional classifications shall be mutually agreed upon by the Employer and AFSCME Iowa Council 61. An eligible employee will receive a one dollar ~~{seventy-five cents}~~ (\$1.00 ~~{0.75}~~) per hour differential for a full shift on any day he or she passes medications, regardless of whether the employee actually passes medications on each hour of the shift. The differential will not be paid for days the employee does not pass medications.

The Employer will continue to provide employees passing medications with a refresher course once during the term of this master contract. Medication information maintained by the institution will be made accessible to employees who are passing medications.

2. Current Contract Language

3. Current Contract Language

4. The parties agree to continue to work together to reduce client-related incidents while also protecting the rights of clients. The State-level Health and Safety Committee established pursuant to Article XII, Section 11 will meet to discuss violent client situations and aggregate data. These discussions will continue at the local Labor/Management Meetings or at the Statewide DHS Labor/Management

Meetings pursuant to Article XI, Section 15. The parties agree to use a professional facilitator to conduct the meetings, as necessary. The facilitator shall be selected by mutual agreement. **Talking Point**

5. Current Contract Language
6. Current Contract Language
7. Current Contract Language
8. The Employer agrees to provide a reimbursement of one hundred dollars and fifty (\$150.00 ~~+100~~) per the term of this contract for cold weather protective clothing for employees whose job assignments require them to regularly work outside during the cold weather months. The cold weather gear eligible for this reimbursement includes:
  - Winter head gear/face masks
  - Winter outer garments
  - Thermal under garments
  - Insulated gloves
  - Insulated socks
  - Insulated boots
  - Hooded Sweatshirts

The employees eligible for this reimbursement include no more than one hundred twenty-eight (128 ~~+120~~) employees, as follows. The Union will provide a list of eligible employees at each institution on or before September 15 of the first contract year.

- Woodward 22 ~~+20~~
  - Independence 27
  - Cherokee 32 ~~+26~~
  - Eldora 19
  - Glenwood 28
9. Current Contract Language
  10. Current Contract Language
  11. The Employer agrees to provide four (4) sets of painters pants, to each painter, each year.

APPENDIX K  
ATTENDANCE POLICY

Current Contract Language

APPENDIX L  
DEPARTMENT OF ADMINISTRATIVE SERVICES -  
GENERAL SERVICES ENTERPRISE (DAS-GSE)

Current Contract Language

APPENDIX M  
BOARD OF REGENTS (BOR)

A. Board of Regents Institutions

1. Current Contract Language
2. Current Contract Language
3. Current Contract Language
4. Current Contract Language
5. Current Contract Language
6. Current Contract Language
7. Current Contract Language
8. Current Contract Language
9. When an employee is terminated during the probationary period following a promotion, the employee shall be returned to the job that the employee held prior to their promotion. ~~{be afforded the rights set forth in Article VI, Section 2(I). The employee will only be allowed to be recalled to a classification that is in the same or lower pay grade than the original classification of the employee prior to the promotion.}~~
10. Current Contract Language
11. Bargaining unit employees of BOR Institutions will participate in the employing institution's life and disability insurance programs as negotiated for the term of the 2017~~{2015}~~-2019~~{2017}~~ collective bargaining agreement.
12. Current Contract Language
13. Pursuant Article XII, Section 5, the Employer will reimburse employees for the cost, up to one hundred and fifty ~~{ninety}~~ dollars (\$150.00 ~~{90}~~), of safety shoes for employees who are required to wear them.
14. Current Contract Language
15. Current Contract Language, for Local 0870 see Iowa State
16. Current Contract Language
17. Current Contract Language

18. Per the State's Violence-Free Workplace Policy, the Employer is committed to provide work places that are free from violence, harassment, and mobbing. The Employer and the Union shall jointly devise a plan for the State to educate bargaining unit employees on the Violence-Free Workplace Policy. The plan shall be completed by September 1, 2017. The Employer and the Union will mutually agree to a joint training program which will train both Management and Union employees on how to provide the training. The trainers for the Union will be selected by the Union.

Employees are encouraged to explore appropriate remedies within the work unit. If a situation is unresolved within the work unit, employees may contact the Board of Regents Office and/or DAS-HRE to seek resolution. The Employer will provide a phone number and the name of the office responsible for investigation of such complaints. Grievances may be filed according to Article IV of this Agreement.

19. Employees at their discretion will be allowed to carry over forty (40) hours of compensatory time into the next contract year.

20. Upon retirement, employees shall receive cash payment for accumulated, unused sick leave converted at the employee's current hourly rate for ten percent (10%) of the employees accumulated, unused sick leave. The employee will receive this payment with the final pay check that includes the employee's retirement date.

21. The Employer will notify the Local Union when an employee is reclassified, promoted, reassigned and/or when the employee supervisor changes.

22. When a posted job opening is awarded, the Employer will notify the Local Union the name of the employee who received the posted job opening.

23. When a Police Officer 1; Police Officer 2 or Police Officer 3 position is vacated and the position is to be filled, the University shall post the vacancy as it was at the time the incumbent employee vacated the position pursuant to Article VII, Sections 2, 3 and 4. If no employee transfers into the vacated position, the Employer may then post the vacancy as determined by the University.

24. The Employer agrees to provide reimbursement of one hundred and fifty dollars (\$150.00) per the term of this contract for inclement/cold weather protective clothing for employees whose job assignments require them to regularly work outside during the inclement/cold weather months. The gear eligible for this reimbursement includes:

- winter head gear/face masks
- winter outer garments
- thermal under garments
- insulated gloves
- insulated socks
- rain gear

This section will apply to any classes or position(s) mutually agreed upon by Management and the Union based on the primary duties of the position(s). If the parties are unable to agree, DAS-HRE will mediate a resolution. If unable to reach a mediated resolution, the Director/Designee of the Board of Regents and the President of AFSCME Iowa Council 61/ Designee will make the decision.

25. Pursuant to Article II, Section 1, B - the definition of part-time or temporary employees applies to the individual, not the Agency the employee works for. Any part-time or temporary employees can only work for seven hundred and eighty (780) hours in any fiscal year for a University Institution.

**B. Iowa State University**

1. Current Contract Language
2. Current Contract Language
3. Current Contract Language
4. Current Contract Language
5. Current Contract Language

6. Pursuant to Article V, Section 2 (Seniority Lists), Iowa State University shall prepare and post hard copies of the seniority list, on existing bulletin boards. This requirement for the posting of seniority list shall apply to all bulletin board locations in work areas under the jurisdiction of AFSCME Local 0870. The lists shall be updated semiannually and contain each employee's name, classification and seniority date.

C. University of Iowa

1. Current Contract Language
2. Current Contract Language
3. All Flight Paramedics shall work straight eight (8) schedules with paid meal periods.

D. University of Northern Iowa  
Current Contract Language

APPENDIX N  
EDUCATION

1. Pursuant to Article VIII, Section 1, the following applies to field staff personnel:

a. Employees who are required to work outside the normal office setting or hours are considered "field staff." The Employer shall designate those employees who are to be considered field staff and such employees shall not receive compensatory time for work in excess of the normal forty (40) hour work period.

b. The parties recognize that the agency exists to meet the needs of the public, through principles of professionalism, including accountability and flexibility.

The agency will utilize personnel methods and means in the most appropriate and efficient manner as determined by Management. Field staff employees will be allowed flexibility in the scheduling of their work hours "consistent with the fulfillment of their duties and requirements."

c. Field staff employees in the Education Bargaining Unit who do not receive premium overtime, will receive hour for hour compensatory time credited to their account for hours worked in excess of forty (40) hours in any work week when those hours fall on a Saturday or a Sunday and the employee has received prior Management approval before working those hours.

d. All Education Bargaining Unit job classifications that are eligible for premium overtime will be designated as such in Appendix A.

2. Pursuant to Article VIII, Section 1, work schedules for non-field staff personnel are as follows:

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 period.

b. All employees in the bargaining unit who are not field staff personnel shall be granted hour for hour compensatory time for all hours worked in excess of forty (40) hours in any work week. The decision to take pay in cash or compensatory time rests with the employee. However, the Employer may require the employee to take compensatory time rather than cash when required pursuant to federal grants. Employees must receive prior Management approval before working any hours in excess of forty (40) hours in any work week. Such compensatory time shall be credited to the employee's account and shall be utilized at the request of the employee with the approval of Management. Such approval shall not be unreasonably withheld. If an employee is unable to utilize earned compensatory time by June 30th 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 compensatory time between June 1st and June 30th. Employees at their discretion will be allowed to carry over forty (40) of compensatory time to the next year.

c. Where practical and feasible, as reasonably determined by Management, the employee may elect flexible hours of work including, but not limited to:

(1) Variable starting and ending times

(2) Compressed work week such as:

Four (4) - ten (10) hour days

Four (4) - nine (9) hour days and one (1) four (4)

hour day

(3) Other mutually agreeable flexible hour concepts

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

3. Pursuant to Article X, Section 3C, Unpaid Educational Leave, up to fifteen (15) Education Bargaining Unit employees who have completed eighteen (18) months of service may be granted this leave for up to two (2) years.

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4. Pursuant to Article VI, Section 2, General Layoff Procedures, Department of Education shall be considered a statewide organizational unit for the purpose of bumping.

5. Department of Education Employees - the Department of Education will provide sixteen (16) hours of work time for job related professional development approved by Management during the term of the Collective Bargaining Agreement.

APPENDIX O  
SECURITY BARGAINING UNIT

Current Contract Language

APPENDIX P  
DEPARTMENT OF NATURAL RESOURCES

1. Park Managers shall not be assigned to work more than eight (8) weekends during non-peak season (November 1-April 15), except in those areas where the state maintains year round cabins or lodges.
2. All employees ~~{Park Managers}~~ shall receive a clothing allowance of five hundred dollars (\$500.00) per year. Newly hired employees ~~{Park Managers}~~ excluding employees who transferred, promoted or demoted into the Park Manager classification) shall receive a clothing allowance of one thousand dollars (\$1,000.00) upon employment.
3. All Park Manager positions shall be posted in accordance with the current staffing plans, after the plan has been presented to the Statewide Labor-Management meeting and Union input has been received.
4. Park Managers shall be provided with cell phones. Police radio equipment shall be provided for each Park Manager's State vehicle unless otherwise agreed upon between the employee and the Employer.
5. Pursuant to Article VIII, Section 6, Shift Differential; Section 7, Standby; and Section 8, Call-Back Time; employees who live in State-owned houses, ~~{specifically including the job classifications of, 05301 Natural Resources Technician 1, 05331 Natural Resources Technician 2, and 05335 Park Manager,}~~ shall ~~{not}~~ be eligible for shift differential, standby, or call-back compensation. Pursuant to Article VIII, Section 7, Standby; An employee in standby status shall receive seventeen and one half percent (17.5%) of his/her normal

hourly rate for each hour in said status. The Employer will distribute Standby on an equal basis by seniority.

APPENDIX Q  
PROFESSIONAL FISCAL & STAFF BARGAINING UNIT

Current Contract Language

APPENDIX R  
CLERICAL BARGAINING UNIT

1. Current Contract Language
2. Current Contract Language
3. Clerical employees, at their discretion, will be allowed to carry over eighty ~~forty~~ (80 ~~40~~) hours of compensatory time into the next contract year.

4. Per the State's Violence-Free Workplace Policy, the Employer is committed to provide work places that are free from violence, harassment, and mobbing. The Employer and the Union shall jointly devise a plan for the State to educate bargaining unit employees on the Violence-Free Workplace Policy. The plan shall be completed by September 1, 2017. The Employer and the Union will mutually agree to a joint training program which will train both Management and Union employees on how to provide the training. The trainers for the Union will be selected by the Union.

Employees are encouraged to explore appropriate remedies within the work unit. If a situation is unresolved within the work unit, employees may contact the Board of Regents Office and/or DAS-HRE to seek resolution. The Employer will provide a phone number and the name of the office responsible for investigation of such complaints. Grievances may be filed according to Article IV of this Agreement.

Talking Point on Bulling and Mobbing

5. Pursuant to Article VII Section 6 H. 3, when the qualifications are substantially equal, preference shall be given to permanent employees and among such employees, those with greatest bargaining unit seniority.

6. Any employee who bids on or interviews for a position, and does not get the position, shall be notified within seven (7) days after the decision has been made. The employee(s) who did not get the position, shall be advised in writing as to the specific reasons for that rejection.

7. Any employee wishing to pursue career development may request a meeting, in pay status, with management to develop a career path. Management shall provide the employee with the necessary information, including identification of skills and qualifications necessary for advancement along a particular pathway. A record of an employee's interest in and plans for career advancement will be added to the employee's personnel file.

8. Pursuant to Article II, Section 1, B - the definition of part-time or temporary employees applies to the individual, not the Agency the employee works for. Any part-time or temporary employees can only work for seven hundred and eighty (780) hours in any fiscal year for the State of Iowa or a University Institution.

9. Flexible work Schedules  
From time to time, because of an employee's personal needs on a given day or days, when mutually agreed upon by the Employer and the employee, an employee may arrive early, work through lunch or stay late to complete a full week of work.

#### 10. TECHNOLOGICAL CHANGES

##### Notification of Changes

The Employer agrees to give the Union reasonable advance notice of the scheduled introduction of automation that may reasonably be expected to result in:

- a) Reduction or downgrade of bargaining unit employees,
- b) Substantial changes in an employee's job,
- c) Substantial changes in the nature of work in a particular job classification.

Notification will include a description of the nature of the changes, including the location of the automation and anticipated effects on personnel; listing of departments involved and job titles to be affected; and the anticipated date of the change.

Talking point - notification of proposed upgrade or downgrade of open positions.

APPENDIX S  
COMMUNITY BASED CORRECTIONS BARGAINING UNIT

1. Current Contract Language
2. Current Contract Language
3. Current Contract Language
4. Current Contract Language
5. Current Contract Language
6. Current Contract Language
7. Current Contract Language
8. Current Contract Language
9. Current Contract Language
10. Current Contract Language
11. Current Contract Language
12. Current Contract Language
13. Current Contract Language
14. Current Contract Language
15. Current Contract Language
16. Current Contract Language
17. The parties recognize the necessity of securing offender medications within Residential Correctional Facilities. Employees who are designated to allot medication at an offender's request will receive one dollar ~~{seventy-five cents}~~ (\$1.00 ~~{0.75}~~) per hour differential for a full shift on any day that he or she is designated to allot medication, regardless of whether he or she allots medication on each hour of the shift.
18. Current Contract Language
19. An employee's insurability through the Districts Auto Insurance plan shall not be a condition of employment. When an employee's driving record impacts their insurability through the Districts Auto Insurance plan, the employee will have the option to pay the additional premium.

APPENDIX T  
IOWA WORKFORCE  
DEVELOPMENT DEPARTMENT

1. Current Contract Language

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2. Current Contract Language but add the Current IWD State Map
3. Current Contract Language
4. Current Contract Language
5. Current Contract Language

**APPENDIX U**  
**MEMORANDUM OF UNDERSTANDING #1**  
**Recruitment for Health Care Professionals**

Current Contract Language

**MEMORANDUM OF UNDERSTANDING #2**  
**Minimizing Mandatory Overtime**

Current Contract Language

**MEMORANDUM OF UNDERSTANDING #3**  
**Second Shift Differential ASP and ISP**

Current Contract Language

**MEMORANDUM OF UNDERSTANDING #4**  
**Job Evaluation**

Current Contract Language

**APPENDIX V**  
**IOWA VETERANS HOME**

1. Current Contract Language

2. "Med Passer" differential will be paid to qualified employees (Resident Treatment Workers and Resident Treatment Technicians) on a daily basis. An eligible employee will receive a one dollar ~~{seventy-five cents}~~ (\$1.00 ~~{0.75}~~) per hour differential for a full shift on any day he or she passes medications, regardless of whether the employee actually passes medications on each hour of the shift. The differential will not be paid for days the employee does not pass medications.

3. Current Contract Language

4. For employees of IVH who are held over for three (3) ~~{6}~~ hours or greater due to severe weather and/or mandated overtime, the Employer will provide a complimentary meal ticket for personal use in the institution's dining facility. ~~{This ticket must be used no later than the end of their next scheduled shift.}~~

- 5. Current Contract Language
- 6. Current Contract Language
- 7. Current Contract Language
- 8. Current Contract Language
- 9. Current Contract Language
- 10. Current Contract Language
- 11. Current Contract Language

APPENDIX W  
PATIENT CARE BARGAINING UNIT

- 1. Current Contract Language
- 2a. Current Contract Language
- 2b. Current Contract Language
- 2c. Current Contract Language
- 3. Current Contract Language
- 4. Current Contract Language
- 5. Current Contract Language
- 6. Current Contract Language
- 7. The maximum number of hours that an employee can work in a twenty-four (24) hour period is sixteen (16) hours.
- 8. Effective July 1, 2017, the Employer will reimburse employees up to one hundred and fifty dollars (\$150.00) for the purchase/replacement of shoes for employees that are required to wear a uniform.

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APPENDIX X DEPARTMENT OF HOMELAND SECURITY  
AND EMERGENCY MANAGEMENT

Current Contract Language

APPENDIX Y

~~[ARTICLE IX, SECTION 4 OF THE 2013-15 CONTRACT BETWEEN  
THE STATE OF IOWA AND  
THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL  
EMPLOYEES, COUNCIL 61 AFL-CIO~~

~~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. Employees will have health plan options of Program 3 Plus, Iowa Select, a PPO with a fifty dollar (\$50) emergency room co-payment, without consideration of any other deductible, as well as such managed care organization plans as offered annually by the State with the benefits at the same level as provided under such plans during 2007. Program 3 Plus and Iowa Select will be modified to include a three (3) tier drug card program in which there is a separate \$250/\$500 drug card out-of-pocket maximum and a \$5/\$15/\$30 (generic/brand name formulary/brand name nonformulary respective) co-payment. Program 3 Plus and Iowa Select will include a mail order prescription provision where two co-payments will be paid for a ninety day supply for maintenance drugs determined by the carrier. If a generic equivalent is appropriate and available and the member chooses a brand name drug, the member is responsible for the co-payment plus any difference between the maximum allowable fee for the generic drug and the maximum allowable fee for the brand name drug, even if the provider has specified that the brand name drug must be taken. The deductible carry over provision for both Plan 3 Plus and Iowa Select will be eliminated. A fifteen dollar (\$15) standard office visit co-pay will be included in both Program 3 Plus and Iowa Select. This co-pay applies once per date of service and applies to the exam only, deductible and coinsurance do not follow the co-pay for the exam. Coinsurance would apply to other office services and the co-pay will~~

~~not count towards out-of-pocket maximums. The State further agrees to contribute to the cost of health benefits in accordance with the following provisions:~~

~~1. Single Plans:~~

~~In each year of this Agreement, the State shall contribute the full cost of single coverage.~~

~~2. Family Plans:~~

~~Effective January 1, 2012, the State's monthly contribution to all plans shall be eighty-five percent (85%) of Iowa Select. Employees may apply this dollar amount to the plan of their choice.~~

~~Effective January 1, 2013, the State's monthly contribution to all plans shall be eighty-five percent (85%) of Iowa Select. Employees may apply this dollar amount to the plan of their choice.~~

~~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. Either year of this Agreement:~~

~~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 Select.~~

~~3. 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 State's contribution to double-spouse family coverage will be the full premium.~~

~~When a husband and wife are employed by the State and one (1) spouse is a full-time employee and one (1) spouse is a benefits-eligible part-time employee, at the option of the couple, one (1) family plan may be elected. The State's contribution to the above stated double-spouse family coverage will not exceed the full family premium.~~

~~If both spouses are benefits-eligible part-time employees, the State's share of the premium for each employee will be one-half (1/2) of the State's share of the full-time double-spouse family premium.~~

~~When a husband and wife are employed by the State, and one (1) spouse is a non-Regents employee and the other spouse is a non-merit Regents employee, at the option of the couple, one (1) family plan may be selected. The family plan selected shall come from those plans administered by DAS-HRE.~~

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~~B. Cost Containment~~

~~Program 3 Plus and Iowa Select will include a cost containment program requiring precertification of all non-emergency inpatient admissions, post-certification of emergency inpatient admissions, continued inpatient stay review, individual case management, and payment reductions for program non-compliance. Outpatient mental health and substance abuse care will require precertification or payment reductions will occur for program non-compliance. Additionally, there will be a twenty-five thousand dollar (\$25,000) lifetime maximum per couple for infertility benefits, use of a mental health network is required or benefit reduction will occur, and diabetic education is a covered benefit.]~~

