

State of Iowa's Initial Proposal to UE/IUP Local 893
Hoover State Office Building
December 20, 2016, 1:30 p.m.

201~~5~~7-201~~7~~9

**COLLECTIVE BARGAINING
AGREEMENT**

Between

STATE OF IOWA

And

**UE LOCAL 893
IOWA UNITED PROFESSIONALS**

Science Unit

Effective: July 1, 201~~5~~7 to June 30, 201~~7~~9

[Note: Throughout the course of these negotiations, the State reserves the right to add to, delete from and/or revise this proposal. Bolded, double-underlined language constitutes proposed new language. Red strike-through language constitutes proposed deletion of language.]

**ARTICLE I
AGREEMENT**

This Agreement made and entered into this 1st day of July 2015~~7~~, 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**

[Current contract language]

**ARTICLE III
MANAGEMENT RIGHTS**

[Current contract language]

**ARTICLE IV
GRIEVANCE PROCEDURE**

[Current contract language]

**ARTICLE V
SENIORITY**

[Current contract language]

**ARTICLE VI
LAYOFF PROCEDURE**

[Current contract language]

**ARTICLE VII
TRANSFERS**

[Current contract language with the exception of the following Section:]

SECTION 2 Transfers Within Employing Units

When the Employer decides to fill a permanent vacancy as defined by Section 4, the Employer shall post the vacancy for a period of five (5) working days. The posting shall include specific information including the position number, specific job duties, location, county or counties, standard working hours and shift. Vacancy notices shall be posted within the employing unit in all offices, where there are eligible employees, on bulletin boards customarily used for these purposes as well as electronically via existing individual department intranet or email services. Eligible employees shall be required to file a written request during the posting period on a transfer request form in order to be considered for the vacancy. Following the five (5) day posting period, the Employer shall transfer the most senior employee who has filed a transfer request for the vacant position, provided the employee possesses the ability to perform the duties as assigned and meets any special or selective certification requirements. The Employer may deny transfers if the transfers would substantially impair the Employer's ability to maintain operational efficiency. The employee must accept the transfer when offered if the employee has not removed the transfer request before the close of the five (5) day posting period. There shall be no probationary period for any such transfer. For purposes of transfers the employing unit shall be as set forth in Appendix B.

This Section shall not apply to classifications which solely exist in one employing unit.

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 ~~with the exception of:~~ **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.**

~~a. Natural Resources Biologists in the Fisheries Bureau who may be directed to use their earned compensatory time by March 31.~~

~~b. Environmental Specialists and Environmental Specialist Seniors in the Department of Inspections and Appeals may be directed to use their earned compensatory time by March 31.~~

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

[Current contract language]

SECTION 4 Standby

[Current contract language]

SECTION 5 Meal Periods
[Current contract language]

SECTION 6 Rest Periods
[Current contract language]

SECTION 7 Call-Back Time
[Current contract language]

**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, 201~~5~~7, employees in the bargaining units covered by this Agreement shall receive a ~~zero two and one-half~~ percent (~~02.5~~%) across the board increase.
- B. On the first day of the pay period that includes July 1, 201~~6~~8, employees in the bargaining units covered by this Agreement shall receive a ~~zero two and one-quarter~~ percent (~~02.25~~%) across the board increase. ~~On the first day of the pay period that includes January 1, 2017, employees in the bargaining units covered by this Agreement shall receive a one and one-quarter percent (1.25%) across the board increase.~~
- C. ~~During the term of this agreement, All employees eligible for negotiated within range step increases- eligible employees~~ shall receive ~~an automatic four and one-half percent (4.5%)~~ within ~~grade range~~ increases in accordance with their eligibility date of three and one-half percent (3.5%) if the employee receives an overall rating of "meets expectations" or "satisfactory" on their last performance evaluation in each year of the agreement.
- D. In addition to the three and one-half percent (3.5%) within-range increase described above in paragraph (C), eligible employees who receive an overall rating of "exceeds expectations" on their last performance evaluation will receive an additional one percent (1%) within-range increase.

SECTION 2 Health and Dental Benefits Insurance

[The State proposes deleting all language in this Section with the exception of the following:]

The State agrees ~~to continue~~ to provide group health and dental benefits, as determined by the State, to ~~all~~ eligible bargaining unit members ~~covered by this Agreement~~.

~~**SECTION 3 Dental Insurance**~~

~~[Delete Article IX, Section 3]~~

~~**SECTION 4 Life Insurance**~~

~~[Delete Article IX, Section 4]~~

~~**SECTION 5 Disability Insurance**~~

~~[Delete Article IX, Section 5]~~

SECTION 6~~3~~ Workers' Compensation Benefits

[Current contract language]

SECTION 7~~4~~ Sick Leave

[Current contract language]

SECTION 85 Paid Annual Leave of Absence (Vacations)

[Paragraphs A, B and C, current contract language]

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 given 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) hours 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

[Delete Article IX, Section 9]

SECTION 10 Holiday Premium Pay

[Delete Article IX, Section 10]

SECTION 11 Extra Pay

[Delete Article IX, Section 11]

SECTION 12 Selected IRS Pre-Tax Benefits

[Delete Article IX, Section 12]

SECTION 136 Deferred Compensation

[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

[Current contract language with the exception of the following paragraph]

D. Medical Leave of Absence

Medical leaves of absence will be granted in accordance with FMLA. ~~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.~~

ARTICLE XI MISCELLANEOUS

SECTION 2 Payment of Employee Moving Expense

[Delete all language in this Section and replace with the following:]

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.

[Current contract language for Section 3, 4, 5 and 6]

ARTICLE XII HEALTH AND SAFETY

[Current contract language]

ARTICLE XIII EMPLOYEE PRODUCTIVITY AND DEVELOPMENT

SECTION 1 Training

[Current contract language]

~~SECTION 2 Performance Evaluations~~

~~An employee's evaluation shall be discussed with the employee and the employee shall have the right to make comments thereon. The signing of the evaluation report does not signify agreement with the report, but only that the employee has seen the report, it has been discussed and the employee has been given an opportunity to make comments to be attached to and placed in the personnel file. A copy of the evaluation shall be placed in the personnel file and a copy of the evaluation shall be given to the employee. Performance evaluations shall be fair and reasonable. Only performance evaluations having a rating below the meets expectations level may be grieved. Performance evaluation grievances shall not be arbitrated unless the proposed remedy of both the employee and the Union would raise the performance evaluation rating to or above the meets expectation level. Upon request from the Union, the Employer will provide to the Union all relevant documentation used to determine the evaluation rating after the filing of the grievance prior to the Step 1 meeting. Performance evaluations shall not be used as the deciding factor for eligibility for within grade increases.~~

SECTION ~~3~~2 Staff Development

[Current contract language]

ARTICLE XIV CONTRACTING OUT

Prior to contracting out any work currently performed by members of the bargaining unit which would result in the application of the layoff procedures of this contract (Article VI), the Employer shall give the Union thirty (30) calendar days notice. The Union's president, two (2) other officials designated by the Union and consultant(s) may meet with a representative of the affected Department in order to discuss the impact of such contracting out on the affected members of the bargaining unit. The Union officials and president shall be in pay status during such a meeting. **Time spent in these meetings cannot be used for purposes of computing overtime.** The Union may present alternative measures to the proposed contracting out, however, nothing in this Section shall be construed to bind the Employer to accept or implement such alternatives.

**ARTICLE XV
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, 201~~5~~7, and terminating on June 30, 201~~7~~9, 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)**

[The State proposes that the parties will mutually review all classifications and add in all new classification and/or delete all classifications that no longer exist]

APPENDIX B

[Current contract language]

~~**APPENDIX C
DENTAL BENEFITS COVERAGE**~~

[Delete this Appendix]

~~**APPENDIX D
ENROLLMENT PERIODS,
OTHER ENROLLMENT CHANGES,
MOVEMENT AMONG PLANS**~~

[Delete this Appendix]

~~**APPENDIX E
INSURANCE BENEFITS DESCRIPTIONS**~~

[Delete this Appendix]

~~**APPENDIX F
RESERVED**~~

[Delete this Appendix]

**APPENDIX ~~G~~C
DISCIPLINARY REDUCTION IN PAY**

[Current contract language]

~~**APPENDIX H
RESERVED**~~

[Delete this Appendix]