

State of Iowa's Initial Proposal
November 23, 2016, 1:00 p.m.

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

**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 BASED CORRECTIONS
EDUCATION
PROFESSIONAL FISCAL & STAFF
PATIENT CARE
SECURITY
TECHNICAL**

Effective: July 1, 201~~5~~7 through 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.

[Table of Contents will be updated after final contract language is determined]

ARTICLE I AGREEMENT

This Agreement made and entered into this 1st day of July 201~~5~~7, at Des Moines, Iowa, pursuant to the provisions of Chapter 20 of the Code of Iowa, by and between the State of Iowa (hereinafter referred to as the Employer) and the American Federation of State, County, and Municipal Employees, Iowa Public Employees Council 61, AFL-CIO (hereinafter referred to as the Union), and its appropriate affiliated locals, as representatives of employees employed by the State of Iowa, as set forth specifically in Appendix A.

ARTICLE II RECOGNITION AND UNION SECURITY

Section 1 Bargaining Units

[Current contract language]

Section 2 Dues Deduction

A. [Current contract language]

B. [Current contract language]

C. **An employee may elect to terminate the dues deduction election pursuant to Iowa Code section 70A.19.** ~~Such orders shall be terminable with written notice to the Employer and the Union either between June 15th and June 30th of the second or last year of each Agreement or within a two (2) week period following the anniversary date of the employee's authorization to withhold dues. The Employer agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the employee's notice to terminate dues deduction.~~

[Rationale: To align contract language with Iowa Code]

D. [Current contract language]

E. [Current contract language]

F. [Current contract language]

G. [Current contract language]

~~H. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union, together with an itemized statement showing the name of the employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. Reporting shall be consistent with Article II, Section 2(F).~~

Section 3 Bulletin Boards

[Current contract language]

Section 4 Union Leave

A. Elected constitutional officers of the Union and/or its affiliated locals/chapters shall, upon written request of the Union and/or its affiliated locals/chapters, be granted a leave of absence without pay for the term of office, not to exceed two (2) years. Appointed officials of the Union and/or its affiliated locals/chapters shall, upon written request of the Union and/or its affiliated locals/chapters, be granted a leave of absence without pay for the term of office, not to exceed two (2) years unless the absence of the employee would cause a **substantial** hardship on the operating efficiency of the employing unit.

The Employer agrees to provide the Union an explanation of why the request constitutes a hardship. Grievances involving the issue of whether a substantial hardship does, in fact, exist may be appealed directly to arbitration pursuant to Article IV of this Agreement.

Notwithstanding the above, elected or appointed officials of the Union and/or its affiliated locals/chapters may elect to take vacation or earned compensatory time in lieu of a leave of absence without pay.

B. These same elected officers shall be released for monthly local/chapter meetings and quarterly Council 61 meetings under the same rules as above. The employee will provide the employee's supervisor with ten (10) calendar day's written notice for these meetings. A Union officer's leave supersedes any other scheduled leave of bargaining unit members. Any special meeting requiring less than ten (10) calendar days' notice must be arranged through the Department of Administrative Services-Human Resources Enterprise (DAS-HRE). Union leave with less than ten (10) calendar days advance notice shall be limited to ten (10) days per employee per year.

C. Upon the request of the President of AFSCME Iowa Council 61 to the Chief Operating Officer of the Department of Administrative Services – Human Resources Enterprise, employees shall be granted a Union leave for other Union activities. Such leave(s) shall be limited to ninety (90) calendar days per

person in each fiscal year. Pursuant to subsection A of this Section, the leave may be denied if the absence of the employee would cause a **substantial** hardship on the operating efficiency of the employing unit.

D. During Union leave without pay for thirty (30) calendar days or less, employees shall continue to accrue sick leave and annual (vacation) leave and the Employer will continue to pay the Employer's share of all insurances.

At the written request of the President of AFSCME Iowa Council 61, during periods of leave of thirty (30) calendar days or less, the Employer will continue to pay the employee's wages so that the employee's retirement contributions will be uninterrupted. The Employer shall submit a billing including the dates of the leave and the number of hours used to AFSCME within thirty (30) calendar days of the end of the pay period in which the leave occurred. The billing will include gross wages including the Employer's share of retirement and federal payroll taxes paid during such periods of Union leave without pay. **AFSCME shall also be responsible for all overtime costs associated with replacing an employee on Union leave. Those costs shall be reflected on the aforementioned billing submitted to AFSCME.** The Employer shall receive reimbursement from the Union within thirty (30) calendar days following receipt of the Employer's billing.

Failure to reimburse the Employer in accordance with this provision will nullify this subsection in its entirety for the period remaining in the term of this Agreement.

[Rationale: the State incurs overtime costs to replace employees who are out on Union leave. Because this cost is incidental to the Union leave, the cost should be borne by the Union]

Section 5 Union Conventions and Conferences

[Current contract language]

Section 6 Union Activity

[Current contract language]

Section 7 Discrimination

[Current contract language]

Section 8 Union Activity Protection

[Current contract language]

Section 9 Union Visitation

[Current contract language]

Section 10 No Reprisal

[Current contract language]

Section 11 Electronic Communication

[Current contract language]

Section 12 New Employee Orientation

[Current contract language]

**ARTICLE III
MANAGEMENT RIGHTS**

[Current contract language]

**ARTICLE IV
GRIEVANCE PROCEDURE**

Section 1 Definition

A. [Current contract language]

B. A grievance shall contain a statement of the grievance by indicating the issue(s) involved, the relief sought, the date the incident(s) or violation(s) took place, if known, and the specific Section or Sections of the Agreement involved. The grievance shall be presented to the Appointing Authority or his/her designee, or the District Director or his/her designee for CBC, on forms mutually agreed upon and furnished by the Union, and signed and dated by the Union. The grievance form will state the name of the employee(s) authorizing the filing of the grievance. An aggrieved employee shall have the right to a Union representative appointed by the Union. If a grievance form lacks any of the information required by this subsection, the grievance shall be returned to the Local Union Steward who filed the grievance with a copy to the Union and the Local Union with an explanation. The Local Union Steward will have seven (7) calendar days ~~from the date of the read receipt~~ to resubmit the original grievance with the required information.

[Rationale: “read receipts” are a poor way to verify delivery and the fact a recipient has actually viewed an email]

C. [Current contract language]

D. [Current contract language]

E. [Current contract language]

Section 2 Grievance Steps

[Current contract language]

Section 3 Time Limits

[Current contract language]

Section 4 Retroactivity

[Current contract language]

Section 5 Exclusive Procedure

[Current contract language]

Section 6 Names of Stewards and Management Representatives

[Current contract language]

Section 7 Representation

[Current contract language]

Section 8 Processing Grievances

[Current contract language]

Section 9 Discipline and Discharge

The parties recognize the authority of the Employer to suspend, discharge or take other appropriate disciplinary action against employees for just cause. The employee who alleges ~~that~~ such action was not based upon just cause may appeal a suspension or discharge taken by the Employer beginning with Step 2 of the grievance procedure. All other disciplinary action shall begin with Step 1 of the grievance procedure.

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

~~(See Appendix K for discipline related to attendance)~~

Written reprimands, clarifications of expectations, or other similar memoranda shall be removed from the employee's personnel file after one (1) year provided no further disciplinary action has been taken against the employee.

The Employer shall provide written notification to affected employees prior to beginning an investigation into allegations of child abuse pursuant to Chapter 235A of the Code of Iowa and allegations of

dependent adult abuse pursuant to Chapter 235B of the Code of Iowa and at the conclusion of such investigation.

Whenever the Employer determines ~~that~~ an employee must be removed from a current work assignment pending the completion of an investigation by the Employer to determine if disciplinary action is warranted, the Employer may:

1. Reassign the employee to another work assignment at their current rate of pay for up to twenty-one (21) calendar days, or
2. Suspend the employee from work for up to twenty-one (21) calendar days.

If the employee is suspended under number two (2) above, the employee shall be in pay status at their current rate of pay. If the investigation has not been completed within twenty-one (21) calendar days, the Employer will provide the steward who was involved in the investigation (if applicable) and the local Union President with a report regarding the status of the investigation. Additional reports will be provided on a periodic twenty-one (21) day basis thereafter. If, at the completion of the investigation, the Employer decides ~~that~~ suspension or discharge is warranted, the Employer shall have the right to recover the pay provided during the period of suspension under number two (2) above, consistent with the disciplinary action.

The Union shall receive written notice of any disciplinary action or measure imposed upon an employee within three (3) working days of the time such action is taken. Written notice of the disciplinary action or measure imposed may be provided to the Union by electronic communication ~~with a read receipt~~. The Local Union and Management may agree upon processes for distributing written notices. If the Local Union and Management have a procedure for distributing written notices that is currently in place, this procedure will continue unless the Local Union and Management mutually agree to change the procedure.

Section 10 Exclusion of Probationary Employees

[Current contract language]

Section 11 Exclusion of Grievant

[Current contract language]

Section 12 Exchange of Information for Processing Grievances

[Current contract language]

Section 13 Resolution of Timeliness Arbitrability Issues

[Current contract language]

Section 14 Grievance Resolution Improvement Process (GRIP)

[Current contract language]

**ARTICLE V
SENIORITY**

[Current contract language]

**ARTICLE VI
LAYOFF PROCEDURE**

Section 1 Application of Layoff

[Current contract language]

Section 2 General Layoff Procedures

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

[Paragraphs A through G, current contract language]

H. A permanent employee in a classification in which layoffs are to be effected may, in lieu of layoff, elect bumping to the next lower classification in the layoff unit in the same series as the classification in which layoffs are to be effected or, in the absence of a lower classification in the same series, to a classification in the layoff unit which the employee has formerly occupied while in the continuous employ of the agency, ~~or in the absence of a classification in the layoff unit which the employee has formerly occupied while in the continuous employ of the agency, to an equal or lower classification in the layoff unit for which they meet the minimum qualifications of the job.~~ The assignment in the classification will be at the Appointing Authority's discretion; however, such assignment shall not be permitted if the result would be to cause the bumping of a permanent employee with greater seniority. To exercise the right of bumping, in lieu of layoff, the employee must notify the Appointing Authority, in writing, of such election, which must be received or postmarked no later than five (5) calendar days after receiving notice of layoff. Any permanent employee displaced under these provisions shall have the right of election as provided herein.

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

Any employee who elects to bump in lieu of layoff shall have the right of recall to the classification he/she formerly occupied, provided he/she meets the qualifications of the position, before any other person may be promoted to or a new employee hired for such classification by the Appointing Authority enforcing the layoff. Upon bumping, an employee shall retain his/her current rate of pay except that if

such rate of pay is higher than the highest rate currently paid for the classification to which the employee bumps, his/her pay shall be reduced to that rate of pay. Additionally, if federal funds are involved, the employee upon bumping will receive the salary provided by the federal grant. In such an event, the Employer will make a good faith effort to obtain additional federal funds. Any employee laid off because of reduction in force shall be offered a position in the classification from which he/she was laid off provided he/she meets the minimum qualifications for the position, before a new employee may be hired for such position by the Appointing Authority enforcing the layoff, if such opening becomes available within two (2) years of such layoff because of a reduction in force. Employees who are covered by another collective bargaining agreement cannot bump an employee covered by this Agreement.

I. The Employer shall maintain a recall list of employees who were laid off, who exercised their bumping rights, or who made written notice to the Employer of their recovery from long-term disability or injury after the expiration of a leave of absence:

1. [Current contract language]

2. Employees who are laid off or who make written notice to the Employer of their recovery from a long-term disability or injury shall be placed on the recall list for the class they held prior to layoff or disability. In addition, the employee may also designate up to fifteen (15) other classes, provided he/she meets the qualifications and/or passes the applicable DAS-HRE merit or BOR merit test, and the specific counties to which the employee will accept recall. The designation of classes or counties may be changed monthly by the employee through procedures agreed to by AFSCME Iowa Council 61 and the Employer. If an employee is recalled to a position in a classification which the employee has not previously held, the employee will serve a probation period. If the recalled employee fails to successfully complete the probation period, the employee will be laid off without bumping rights and placed on the recall list as described above ~~for a period of two (2) years.~~ **Upon failure of an employee to successfully complete the probationary period secondary to recall for a second time, the employee forfeits all recall rights and will not be placed on the recall list. An employee exhausts all recall rights two (2) years from the date of layoff and shall be removed from all recall lists at that time.**

[Rationale: The State believes there should be a point in time in which recall rights are exhausted]

3. [Current contract language]

4. [Current contract language]

5. [Current contract language]

J. [Current contract language]

K. [Current contract language]

L. [Current contract language]

ARTICLE VII TRANSFERS

[Current contract language]

ARTICLE VIII HOURS OF WORK

Section 1 Work Schedules

A. [Current contract language]

B. The Employer shall provide fourteen (14) calendar days written notice to the Union and the affected employees prior to making permanent changes in work schedules. Written notice of the permanent changes in work schedules may be provided to the Union and the affected employees by electronic communication ~~with a read receipt. The fourteen (14) calendar day notice will start on the date of the read receipt.~~ However, employees who work in research laboratories in academic departments of the BOR institutions may have their schedules changed to meet research needs without incurring any overtime obligation until the employee has worked forty (40) hours in a week. Temporary work schedule changes shall not be made for the purpose of avoiding overtime except by voluntary agreement by the employee.

[Rationale: “read receipts” are a poor way to verify delivery and the fact a recipient has actually viewed an email]

C. [Current contract language]

D. [Current contract language]

Section 2 Overtime

(This section shall not apply to employees in the Professional Fiscal & Staff bargaining unit)

A. 1. [Current contract language]

2. [Current contract language]

3. Work Time: The following items will be regarded as hours worked for the purpose of computing overtime pay:

- a. Hours worked excluding standby time.
- b. Rest periods.
- c. ~~Holidays when paid in cash in the week of occurrence.~~
- d. ~~Annual leave.~~
- e. ~~Compensatory leave.~~
- f. ~~Unscheduled holidays.~~
- g. ~~Sick leave when used before forty (40) hours in pay status are accumulated or if prescheduled at least sixteen (16) hours in advance. (Patient Care, see Appendix W)~~
- h. ~~Court appearances as defined in Article X, Section 4.~~
- i. ~~Voting leave as defined in Article X, Section 4.~~
- j. ~~Jury duty leave as defined in Article X, Section 4.~~
- k. Travel between job sites during or after the regular work day.
- l. Meal periods of less than thirty (30) minutes where an employee is not relieved of his/her post, station or duty.
- m. Wash-up time taken in accordance with Section 5 of this Article. (Department of Transportation, see Appendix I; Iowa Workforce Development, see Appendix T)

Section 3 Meal Periods

[Current contract language]

Section 4 Rest Periods

[Current contract language]

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, 2010, the Employer agrees to pay,~~ in addition to the employee's regular hourly rate, a shift differential of sixty cents (\$0.60) 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 sixty-five cents (\$0.65) per hour for any regularly scheduled permanent shift of which four (4) or more hours

occur between midnight and 6:00 a.m. Employees who work rotating shifts on a regularly scheduled permanent basis shall be eligible for shift differential.

B. [Current contract language]

Section 7 Standby

[Current contract language]

Section 8 Call-Back Time

[Current contract language]

Section 9 Travel Between Work Sites

[Current contract language]

Section 10 Scheduling of Volunteer Emergency Personnel

[Current contract language]

Section 11 Volunteer Firefighters

[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, ~~2015~~ 2017, employees in the bargaining units covered by the Agreement shall receive a zero percent (0%) ~~two and one-half percent (2.5%)~~ across-the-board pay increase.

~~All employees eligible for negotiated within range step increases shall receive automatic step increases in accordance with their eligibility date 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, ~~2016~~ **2018**, employees in the bargaining units covered by this Agreement shall receive a **zero percent (0%)** ~~two and one quarter percent (2.25)~~ across-the-board pay 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 pay 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.~~

During the term of this agreement, eligible employees shall receive within-range step 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 addition to the three and one half-percent (3.5%) within-range step increase described above, 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.

C. All Regents employees ~~eligible for negotiated within range increases shall receive an automatic within grade increase of four and one half percent (4.5%) in accordance with their eligibility date. In addition, employees~~ who are promoted, demoted, reclassified, assigned special duties, or lead workers will have their pay set based upon the administrative rules of the Regent Merit System with the value of a step equal to ~~four~~ **three** and one-half percent (~~4.5~~ **3.5**%).

D. [Current contract language]

E. [Current contract language]

F. [Current contract language]

Section 2 Deferred Compensation

[Current contract language]

~~Section 3 Selected IRS Pre-Tax Benefits~~

[Delete Article IX, Section 3]

Section ~~43~~ Health and Dental Benefits

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

~~A. Group Plans and Contributions~~

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

Section 5 Dental Benefits

~~A. The State agrees to provide dental benefits to all eligible bargaining unit members, as set forth in Appendix D. The State shall contribute the full cost of single coverage for a full-time employee. The employee may elect to purchase family coverage in accordance with the provisions of Appendix C (Dental Benefits Plan section).~~

~~If a full-time employee elects a family plan, the State shall contribute fifty percent (50%) of the family premium.~~

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

~~B. When a husband and wife are employed full-time by the State, or 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 doublespouse family coverage will be equal to two (2) single contributions. If both spouses are benefits-eligible parttime employees, the State shall contribute the cost equal to a single plan.~~

~~C. 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. (Enrollment periods and other enrollment changes, see Appendix C, Dental Benefits Plan section.)~~

Section 6 Workers' Compensation Benefits

[Current contract language]

Section 7 Life Insurance

[Delete Article IX, Section 7]

Section 8 Disability Insurance

[Delete Article IX, Section 8]

Section 9 School Year Employees

[Delete Article IX, Section 9]

Section 10 5 Sick Leave

[Current contract language]

Section 11 6 Paid Annual Leave of Absence (Vacation)

A. [Current contract language]

B. 1(a) [Current contract language]

1(b) Annual leave may be accumulated to twice the annual entitlement. If, on June 1st, an employee has a balance of one hundred sixty (160) or more hours of accrued annual leave, the Employer may, with the written approval of the employee, pay the employee for up to forty (40) hours of the accrued annual leave. This amount will be paid ~~on a separate pay warrant~~ **during the last pay period with a pay date in June**. 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. (Department of Corrections, see Appendix H)

C. [Current contract language]

D. In scheduling vacation (annual leave), choice of time and amounts shall be governed by seniority as defined in Article V, provided employees submit their vacation requests at least sixty (60) calendar days prior to the requested time off. When vacation requests are not submitted sixty (60) days in advance, vacations will be granted on a first come-first served basis. Vacation requests will be answered within five (5) working days from the date of receipt unless such requests are submitted more than sixty (60) days in advance. If a denied request is for a full shift or more and the requested time later becomes available, the Employer will offer it, by seniority, to the employees who had requested such time off sixty (60) days in advance and had been denied. If local Management and the local Union/Chapter have agreed to a vacation scheduling practice, this provision shall not supersede that practice. Once vacation periods have been scheduled, the Employer shall make no changes in employee vacation schedules except to meet emergencies. In the event the Employer finds it necessary to cancel a scheduled vacation, the affected employee may reschedule his/her vacation during the remainder of the calendar year or extend the scheduling of his/her vacation into the ensuing calendar year, as he/she desires, providing it does not affect other employees' vacation periods.

Every attempt will be made to grant employees vacation at the requested time. Grievances regarding the denial of vacation shall begin with the Step 2 of the grievance procedure. The time frame at Step 2 of the grievance procedure will be thirty (30) days. Any disputes resulting from scheduled vacation priorities

will be resolved by the local Union. If an employee is under the care of an attending physician while on his/her paid vacation, that portion of the paid vacation may be rescheduled upon satisfactory proof to the Employer of said care being provided. **Vacation must be taken if not rescinded at least forty-eight (48) hours in advance of the date and time in which the vacation is scheduled to begin.**

[Rationale: this provision has been incorporated in multiple MOUs and would therefore seem appropriate for inclusion in the contract]

Section 12 Holidays

[Delete Article IX, Section 12]

Section 13 7 Travel and Lodging

A. [Current contract language]

B. [Current contract language]

C. [Current contract language]

~~D. Advance Travel Request~~

~~When employees are required by the Employer to travel outside the state and the expenses are anticipated to exceed two hundred dollars (\$200), employees may request an advance travel allowance not to exceed eighty percent (80%) of the anticipated travel expense.~~

[Rationale: this is used minimally and controlled by policy]

~~E.D.~~ [Current contract language]

~~F. Permanent Travel Advance~~

~~Employees who are required as a condition of employment to travel within the state on a regular basis shall be eligible for a permanent travel allowance as follows:~~

~~1. Employees whose in-state travel expense has averaged between one hundred dollars (\$100.00) and one hundred fifty dollars (\$150.00) per month for the preceding twelve (12) months shall receive a permanent travel allowance of one hundred dollars (\$100.00).~~

~~2. Employees whose in-state travel expense has averaged over one hundred fifty dollars (\$150.00) per month for the preceding twelve (12) months shall receive a permanent travel allowance of one hundred fifty dollars (\$150.00).~~

~~3. The advance travel allowance shall be deducted from the employee's last paycheck upon separation from State service. Additionally, the Employer reserves the right to regularly review an employee's~~

~~monthly travel expenses and should the employee fail to meet the above requirements, the advance travel allowance shall be withdrawn and deducted from the employee's next paycheck. (Parking Fees for Community Based Corrections, see Appendix S; Motor Vehicle Enforcement, see Appendix I)~~

[Rationale: this is used minimally and controlled by policy]

Section 14.8 Payday

A. General government employees shall be paid on a bi-weekly basis. ~~Each employee may choose among the options currently provided by the employing unit for receiving paychecks.~~ The Employer will take reasonable measures within its control to ensure that employees' paychecks are received in a timely fashion. ~~(DAS GSE, see Appendix I)~~

B. BOR employees who are currently paid in equal monthly paychecks with no lag in pay shall continue to be paid in this manner. The number of regular work hours in the calendar year shall be multiplied by the hourly rate to calculate the annual salary. The annual salary shall be divided by twelve (12) to calculate the monthly paycheck. All other calculations with respect to employee's pay shall remain unchanged. BOR employees who are currently paid semi-monthly will continue to be paid semi-monthly. All other calculations with respect to employee's pay shall remain unchanged.

C. The Employer will not require bargaining unit employees employed before July 1, 2009⁵, to direct deposit their paychecks. The Employer agrees to comply with 91A of the Code of Iowa.

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 paragraph D, as noted below:]

D. Medical Leave of Absence

1. 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 for up to ninety (90) day increments 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 his/her sick leave, the Employer shall advise the employee in writing of his/her right to a medical leave of absence without pay and the requirement that the employee must request such leave within fourteen (14) calendar days of their receipt of the notice from the Employer.~~

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

E. Family and Medical Leave

[Current contract language]

Section 4 Paid Leaves of Absence

[Current contract language]

ARTICLE XI MISCELLANEOUS

[Current contract language except for the Section(s) referenced below:]

Section 4 Payment of Employee Moving Expenses

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.

~~See Appendix E for full text of the policy.~~

Section 7 Employer Owned Vehicles

All Employer-owned vehicles which are used by bargaining unit employees shall be equipped with reflective warning devices ~~or flares,~~ **and** first aid kits ~~and fire extinguishers.~~ The State will endeavor in good faith to comply with Section 321.381 of the Code of Iowa. (Community Based Corrections Personal Vehicles, see Appendix S)

[Rationale: conform to current safety recommendations regarding what safety items should be transported in a vehicle]

ARTICLE XII HEALTH AND SAFETY

[Current contract language except for the Section(s) referenced below:]

~~Section 9 Video Display Terminals~~

[Delete all language in this Section and adjust subsequent Section numbers accordingly]

**ARTICLE XIV
GENERAL**

A. [Current contract language]

B. [Current contract language]

C. [Current contract language]

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

TERMINATION OF AGREEMENT

The terms and conditions of this Agreement shall continue in full force and effect commencing on July 1, 2015~~7~~9, and terminating on June 30, 2017~~9~~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.

Negotiations for a new Agreement shall commence on or before November 30, 2016~~8~~8. In the event the parties fail to reach an agreement by January 1, 2017~~9~~9, mediation shall be requested. In the event the parties are still at impasse on February 1, 2017~~9~~9, the dispute shall be submitted to final and binding arbitration to the extent required by law. In the event the dispute is submitted to arbitration, the arbitrator's decision shall be rendered by no later than March 15, 2017~~9~~9. The parties may mutually agree to eliminate or modify any of the above impasse procedures.

APPENDIX A PAYGRADES AND CLASSIFICATION PAYGRADES AND CLASSIFICATIONS

[The State proposes that the parties will mutually review all classifications and add in all new classifications and/or delete all classifications that no longer exist. Further, the State proposes updating classifications in the of the new FLSA regulations regarding overtime threshold.]

00556 28(+25.0%) Utilities Regulation Insp. 002 [this is cleanup from 2015-2017 contract negotiations]

APPENDIX B ORGANIZATIONAL AND EMPLOYING UNITS

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

1. Regents:

~~Institutions~~

A. Iowa School for the Deaf and Iowa Braille and Sight Saving School: Each institution.

B. University of Iowa:

- Unit #1 – President, VP Research, VP Finance and Operations, Athletics, University Relations, Oakdale Campus, Information Technology Services, University Hygienic Laboratory.
- Unit #2 – Office of Provost, Colleges of Liberal Arts, Business Administration, Education, Engineering, Law, Nursing, Pharmacy, Public, Graduate College, Library, Summer Session, University College, Continuing Education.
- Unit #3 – College of Dentistry and College of Medicine.
- Unit #4 – Student Life.
- Unit #5 – UIHC Patient Care.
- Unit #6 – UIHC Service and Support.

C. Iowa State University:

- Unit #1 – Academics (Colleges of Agriculture, Business, Design, Engineering, Human Sciences, Liberal Arts and Sciences, Veterinary Medicine, and Extension).
- Unit #2 – University Services (Division of Finance, University Business Services, Student Affairs).

- Unit #3 – President and Provost (President’s Office, IT, Library, Academic Affairs, Ames Laboratory, Athletics and VPR).

D. University of Northern Iowa:

- Unit #1 – President’s and Student Affairs Divisions
- Unit #2 – Academic Affairs Division
- Unit #3 – Finance & Operations and Advancement Divisions

[Current contract language for all remaining paragraphs]

**APPENDIX B2
COMMUNITY BASED CORRECTIONS**

[Current contract language]

**APPENDIX C
~~ENROLLMENT PERIODS, OTHER ENROLLMENT CHANGES, AND MOVEMENT AMONG
PLANS~~
RESERVED**

[Delete Appendix C language]

**APPENDIX C-1
~~HEALTH BENEFITS
REVIEW COMMITTEE~~
RESERVED**

[Delete Appendix C-1 language]

**APPENDIX D
~~DENTAL BENEFIT COVERAGE~~
RESERVED**

[Delete Appendix D language]

**APPENDIX E
~~RELOCATION REIMBURSEMENT~~
RESERVED**

[Delete Appendix E language]

APPENDIX F

AIRPORT FIREFIGHTERS

[Current contract language]

APPENDIX G DEPARTMENT OF PUBLIC DEFENSE

[Current contract language]

APPENDIX H DEPARTMENT OF CORRECTIONS

1. [Current contract language]
2. [Current contract language]
3. The parties recognize the importance of the confidentiality of medical information. Additionally, the parties agree that all applicable federal and State laws shall be followed in regards to information concerning inmates/residents/clients who have been identified as having communicable/contagious diseases. ~~Employees will be provided with appropriate information which will be available either on each living unit or the institution's intranet system regarding inmates/ residents/clients who have been identified as having communicable/contagious diseases of substantial health risk pursuant to the memorandum from Hal Farrier dated December 29, 1986, which addresses the Health Services Policy HSP-85-907. The provisions of this memorandum will be implemented no later than July 15, 1987.~~
4. [Current contract language]
5. [Current contract language]
6. [Current contract language]
7. ~~Effective July 1, 2015, t~~The Employer will reimburse employees up to one hundred and fifty dollars (\$150.00) during the life of this Agreement for the cost for the purchase/replacement of shoes/boots for employees that are required to wear a particular color or style of shoes/boots.
8. ~~Effective July 1, 2009, t~~The Employer agrees to provide a paid meal period to all employees in the job classifications of Correctional Building Service Coordinators, Correctional Trades Leaders, and

Correctional Food Services Coordinators. The Employer agrees to continue providing paid meal periods for those positions currently receiving them.

9. [Current contract language]

10. 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.

11. The parties agree that Anamosa State Penitentiary and Iowa State Penitentiary will continue in the practice of paying shift differential for second shift, at the shift differential rate as stated in Article VIII, Section 6 of the Collective Bargaining Agreement. [Moved from Appendix U-MOU #3]

APPENDIX I DEPARTMENT OF TRANSPORTATION

1. [Current contract language]

2. [Current contract language]

~~3. Pursuant to Article VIII, Section 2, Overtime, for Blue Collar and Technical bargaining unit employees, in those cases when an employee, who is not scheduled for Saturday and Sunday work, is sent home due to lack of work, or is sick on a scheduled work day, work performed on a Saturday or Sunday during that work week will be paid at the premium rate of pay.~~

~~43.~~ [Current contract language]

~~54.~~ [Current contract language]

~~65.~~ [Current contract language]

~~7. When required for safety reasons there shall be two (2) employees of the DOT assigned to extra heavy-duty right wing trucks during snow removal operations when winging outside the shoulder line. The use of the wing as a moldboard extension for plowing pavement and shoulder surfaces is excluded.~~

~~86.~~ [Current contract language]

~~97.~~ Employees in the Highway Division will be eligible for work differential under the following parameters.

A. Those employees who are not Highway Technician Associates, Highway Technicians and Highway Technician Seniors, Equipment Operator Seniors, Garage Operations Assistants or Mechanics when performing the duties in one (1) of the following activities:

- * Phase One snow/ice removal
- * Phase Two snow/ice removal
- * Frost Runs
- * Chemicals and Abrasives
- * Snow Fence
- * Equipment Cleaning
- * Other snow/ice duties
- * Anti-icing.

B. Those employees who are not in the Construction Technician series, Materials Technician/Fabricators series, Highway Technicians or Highway Technician Seniors will be eligible for work differential when performing the following duties:

- * Construction Inspection
- * Materials Inspection
- * Survey duties related to a specific construction project

* District Land Survey operations.

Eligible employees will be paid a work differential of six and one-half percent (6.5%) of the top pay of a Highway Technician Associate for hours actually worked performing the duties specified above.

Training that Management requires to perform duties covered by the work differential will be paid at the work differential rate. The differential will not be paid for any day the employee is not assigned these duties.

Management will determine the number of employees in each work unit eligible for this differential. Qualified employees within the affected work unit(s) will be selected on the basis of seniority absent a business necessity that would dictate otherwise. If an insufficient number of employees are interested, the Employer may require employees to do the work, starting with the least senior qualified employee. Permanent employees may notify their immediate supervisor of their preference not to participate in work eligible for these differential pays and Management will make every attempt to grant this request.

[Paragraphs 10-14: Current contract language with renumbering to account for deleted paragraphs]

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 seventy-five cents (\$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.

~~A Local Labor/Management Committee will be created and shall hold the first meeting no later than October 1, 2015, consisting of three (3) med passers chosen by the Local Union and three (3) Management representatives, who are involved in med passing. This Committee shall address the issues, problems and concerns with med passing procedures. Management and the Union will each develop a list of issues to be discussed. This list shall be sent to the other party at least two (2) weeks prior to the scheduled meeting. Management and the Union will agree upon the time frames for the meeting and a~~

~~process to address the issues. Union employees on this Committee will be in pay status for these meetings.~~

~~If the Local Labor/Management Committee is unable to resolve any issue, the issue will be moved to the Statewide Labor/Management Committee. For the purpose of this Labor/Management Committee meeting, the President of AFSCME Iowa Council 61, or designee, and the Director of the Iowa Department of Administrative Services, or designee, will be part of the Statewide Labor/Management Committee. The Committee will address the issue(s) that were unresolved at the Local Labor/Management meeting. Management and the Union will agree upon the time frames for the meetings and the procedure to address unresolved issue(s). Union employees on this Committee will be in pay status for these meetings. The Local Union will pay for all transportation costs for Union members attending these meetings.~~

2. [Current contract language]

3. [Current contract language]

4. [Current contract language]

5. [Current contract language]

6. At Independence ~~and Clarinda Mental Health Institutes~~, whenever the Employer decides to realign the number of RTWs assigned to a shift, the positions where an employee is needed shall be offered to the most senior employee. If no senior employee volunteers for the offer, employee(s) shall be mandated in reverse seniority order. If further realignment is necessary, the Employer will offer the position by seniority within the classification on the shift where the realignment is determined to be needed. If no employee volunteers the least senior employee on the shift with excess assigned staff will be assigned. This process may be altered by mutual agreement. This will not be precedent setting or used as such in any forum.

[Paragraphs 7-10: Current contract language with renumbering to account for deleted paragraph]

APPENDIX K ATTENDANCE POLICY

[Current contract language]

APPENDIX L

DEPARTMENT OF ADMINISTRATIVE SERVICES

General Services Enterprise (DAS-GSE)

~~1. Definitions: For the purpose of this policy, the following definitions shall apply:~~

~~Payday: the day designated by DAS SAE for the distribution of pay warrants and direct deposit warrant stubs.~~

~~Paycheck: a pay warrant or direct deposit warrant stub received by the employee as payment for hours worked or paid leave granted.~~

~~2. Policy: It is the policy of DAS that all supervisors shall distribute paychecks on payday prior to each employee's regularly scheduled lunch break. If an employee is unavailable when the supervisor first attempts to deliver the paycheck, the supervisor will make an additional attempt to deliver the check prior to the employee's lunch break.~~

~~If the paycheck has not been delivered to the employee by the start of the employee's lunch period, it will be returned to the personnel office. The personnel office will retain the paycheck until the end of the employee's work shift at which time it will be mailed to the employee.~~

[Paragraphs 3-8: Current contract language with renumbering to account for deleted paragraphs]

APPENDIX M BOARD OF REGENTS (BOR)

A. Board of Regents Institutions

1. [Current contract language]
2. Pursuant to Article II, Section 4(D), each institution within the BOR will continue its practice regarding Employer and employee contributions to TIAA/~~CREF~~ or any qualified substitute retirement annuity during any Union leave without pay of thirty (30) calendar days or less.
3. Pursuant to Article IV, Section 2, grievances shall be submitted to the department head or their designee at Step 1 and to the following persons or their designee at Step 2:
 - a. Iowa Braille and Sight Saving School:
Superintendent
 - b. Iowa School for the Deaf: Superintendent
 - c. Iowa State University: ~~Associate~~ Vice President for University Human Resources ~~Services~~
 - d. University of Iowa: ~~Senior Associate Director, Human Resources~~, Director of Employee and Labor Relations. The University of Iowa reserves the right to remove Social Security numbers from grievances. University ID or Employee ID may be used in lieu of Social Security numbers.

e. University of Northern Iowa: ~~President~~Director of Human Resource Services.

[subparagraphs 4-15 current contract language]

16. The Employer, at all Universities, will purchase exterior covers for vests for Police Officers, ~~and~~ Police Sergeants and Community Outreach Specialists.

B. Iowa State University

1. Pursuant to Article VII, Section 2, Transfers, the policy at Iowa State University will be as follows: Job postings shall indicate the work unit, work schedule including days off, number of hours per week, flexible schedule if applicable, number of months worked per year, and any selective certification requirements. If the position has a rotating schedule, the frequency of rotation, scheduled hours of work and days off shall be clearly indicated on the job posting ~~and job line~~. All vacant positions will be posted and bid pursuant to the Agreement with the most senior qualified employee getting the job. The Employer agrees not to reassign employees to vacant positions prior to using the transfer procedure.

It is understood that the Employer has the right to determine positions to be posted. The Employer will not reassign to the old location. The start of the six (6) month limitation shall be the day following the closing date for the posting.

C. University of Iowa

[Current contract language]

D. University of Northern Iowa

1. Pursuant to Article VII, Section 2, Transfers, the policy at the University of Northern Iowa will be as follows:

a. Transfer locations for the University of Northern Iowa are those agreed upon by the representatives of Local 2659 and the University, as available at the offices of the local Union and University Human Resource Services representatives and posted at the University website. ~~Specific location— defined as department, except as follows:~~

~~• Within Physical Plant, Building Services, location is further defined as work site (building[s] and crew [assigned as needed]).~~

~~• Within Residence Services, location is further defined as work site by building or dining service unit.~~

~~• Within HPELS location is further defined for Storekeepers as East Gym, West Gym, and the WRC and any other future locations.~~

b. [Current contract language]

c. [Current contract language]

d. Days Off - permanently scheduled days off of Saturday and Sunday of each week unless otherwise noted. ~~Exceptions include, but are not limited to, the following:~~

- ~~Physical Plant/Building Services~~

- ~~Gallagher Bluedorn Performing Arts Center~~

- ~~Wellness Recreation Center~~ ◦ ~~McLeod Center~~

- ~~West Gym~~

- ~~UNI Dome~~

- ~~Power Plant~~

- ~~Public Safety~~

- ~~Dining Services~~

- ~~Broadcasting Service~~

e. ~~Library—location is further defined as:~~

- ~~Reference and Instructional Services~~

- ~~Access Services~~

- ~~Collection Management and Special Services~~

- ~~Library Information Technologies~~

- ~~Technical Services~~

2. Pursuant to Article IX, Section 11(D), Police Officers at the University of Northern Iowa shall be allowed to take vacation time in increments of one (1) day or more for special occasions when no trade in the work week can be arranged.

3. The University of Northern Iowa shall maintain its current policy regarding cold weather clothing for employees.

APPENDIX N

EDUCATION UNIT

[Current contract language]

**APPENDIX O
SECURITY UNIT**

[Current Contract Language]

**APPENDIX P
DEPARTMENT OF NATURAL RESOURCES**

[Current Contract language]

**APPENDIX Q
PROFESSIONAL FISCAL & STAFF BARGAINING UNIT**

1.
 - a. [Current contract language]
 - b. [Current contract language]
 - ~~c. The policies existing on January 1, 1987 relating to the establishment of work schedules shall be maintained for field staff employees.~~
 - ~~d.~~ c. [Current contract language]
 - ~~e.~~ d. [Current contract language]

[Paragraphs 2-6 current contract language]

**APPENDIX R
CLERICAL BARGAINING UNIT**

~~1. Pursuant to Article VIII, Section 3, Meal Periods, the Employer agrees to continue the practices in effect on January 1, 1989, on providing meal periods for all bargaining unit employees.~~

~~2~~1. Pursuant to Article VIII, Section 4, Paid Rest Periods, the Employer agrees to continue the practices in effect on January 1, 1989, on providing rest periods for all bargaining unit employees. The ~~e~~Employees who work at least one (1) hour beyond their regularly scheduled shift shall receive a fifteen (15) minute rest period.

~~3~~2. [Current contract language]

**APPENDIX S
COMMUNITY BASED CORRECTIONS BARGAINING UNIT**

[Current contract language]

**APPENDIX T
IOWA WORKFORCE DEVELOPMENT DEPARTMENT**

~~1. When an employee is awarded a bid for an open position, they will be moved to the position within thirty (30) calendar days unless the employee and the department mutually agree to a longer period in time.~~

~~2~~1. The current ~~fifteen (15)~~ service delivery areas ~~as of July 1, 2007~~, (see map) will be utilized by employees to determine their bumping order during the term of this agreement. [State also proposes updating map ~~to~~ on following page to reflect the current service delivery areas]

~~3. The Union and the Employer agree to continue Statewide Labor/Management Meetings according to the procedure used during the 2005-2007 Collective Bargaining Agreement.~~

~~4. In accordance with Article VIII, Section 2(A)(2), department approved Workforce Development training and conferences will be regarded as hours worked for the purpose of computing overtime pay.~~

~~5~~2. Employees, at their discretion, will be allowed to carry over forty (40) hours of compensatory time into the next contract year.

**APPENDIX U
RESERVED**

[The State proposes deletion of MOU 1, 2, and 4. MOU 3 is moved to DOC Appendix H.]

**APPENDIX V
IOWA VETERANS HOME**

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

7. The Employer agrees to reimburse employees of the maintenance department up to a maximum of one hundred dollars (\$100.00) for each employee not to exceed ~~twenty-four~~ twelve-hundred dollars ~~(\$2,400)~~ (\$1,200) per ~~fiscal year~~ the term of this contract to purchase cold weather protective clothing.

~~10. The parties will enter into a letter of agreement regarding the upgrade of the Clerks to Mail Clerk 1.~~

~~11~~10. [Current contract language]

**APPENDIX W
PATIENT CARE BARGAINING UNIT**

[Current contract language]

**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**

[The State accepts the Union's proposal to delete Appendix Y]

[Pay plans, Fiscal Year Calendars, Bargaining Team List and Index will be included at a later date]