

2021 - 2023

COLLECTIVE BARGAINING AGREEMENT

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



MASTER CONTRACT  
for the following bargaining units  
PUBLIC SAFETY

Effective: July 1, 2021 through June 30, 2023



**NOTE: The State reserves the right to add to, delete from, and/or otherwise modify this proposal during the course of these negotiations.**

## ARTICLE I AGREEMENT

This Agreement made and entered into this 1st day of July 2021, at Des Moines, Iowa, pursuant to the provisions of Chapter 20 of the Code of Iowa, by and between the State of Iowa (hereinafter referred to as the Employer) and the American Federation of State, County, and Municipal Employees, Iowa Public Employees Council 61, AFL-CIO (hereinafter referred to as the Union), and its appropriate affiliated locals, as representatives of employees employed by the State of Iowa, as set forth specifically in Appendix A.

## ARTICLE II RECOGNITION AND UNION SECURITY

### Section 1 Bargaining Units

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

B. Employees excluded from the bargaining unit are all employees of the State of Iowa who are managerial, supervisory or confidential, part-time or temporary employees who are scheduled less than seven hundred eighty (780) hours per fiscal year and who are scheduled for less than an average of fifteen (15) hours per week, and all other employees specifically excluded by the provisions of Chapter 20 of the Code of Iowa.

C. Employees who are scheduled for an average of less than twenty (20) hours per week, but more than fifteen (15) hours per week, will not be entitled to holiday, vacation, and insurance benefits. However, where permanent part-time employees are currently receiving prorated benefits, such benefits shall be continued. In order to comply with pay equity, all employees at their date of hire shall be paid in accordance with collectively bargained pay schedules.

D. The Employer shall notify the Union prior to adding or deleting public safety classes in the classification plans. The Union shall request a meeting within twenty (20) calendar days following receipt of the notice to review the proposed additions and/or deletions. If no meeting is requested, the Employer may proceed to implement the proposals. If the parties meet to review the additions and/or deletions, and if they are unable to reach agreement as to their inclusion or exclusion from the bargaining unit, they shall submit the disputed class additions and/or deletions to PERB for final resolution.

### Section 2 Union Leave

A. Elected constitutional officers of the Union and/or its affiliated locals/chapters shall, upon written request of the Union, 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, be granted a leave of absence without pay for the term of office, not to exceed two (2) years. Leaves of absence under this section shall not be granted if 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 days 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-Labor and Legal Services (DAS-LLS). Union leave with less than ten (10)

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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 DAS-LLS, 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. The Employer shall receive reimbursement from the Union within thirty (30) calendar days following receipt of the Employer's billing.

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

### **Section 3 Union Activity**

Bargaining unit employees, including Union officers and representatives, shall not conduct any Union activity or Union business on State time except as specifically authorized by the provisions of this Agreement.

## **ARTICLE III MANAGEMENT RIGHTS**

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

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign, and retain employees in positions within its agencies.
3. Suspend, discipline or discharge employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of its agencies.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the Employer by law.

## **ARTICLE IV GRIEVANCE PROCEDURE**

### **Section 1 Definition**

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

B. A grievance shall contain a statement of the grievance by indicating the issue(s) involved, the relief sought, the date the incident(s) or violation(s) took place, if known, and the specific Section or Sections of the Agreement involved. The grievance shall be presented to the Appointing Authority or his/her designee, on forms mutually agreed upon and furnished by the Union, and signed and dated by the Union. The grievance form will state the name of the employee(s) authorizing the filing of the grievance. An aggrieved employee shall have the right to a Union representative appointed by the Union. If a grievance form lacks any of the information required by this

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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 the grievance was returned to resubmit the original grievance with the required information.

C. Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the Employer.

D. The arbitration provisions of this Agreement may only be invoked with the approval of the Union and, in the case of an employee's grievance, only with the approval of the employee.

E. All grievances must be presented promptly and no later than fourteen (14) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance; however, under no circumstances shall a grievance be considered timely after six (6) months from the date of occurrence.

## **Section 2 Grievance Steps**

(Board of Regents, see Appendix D)

### **A. Step 1**

Within fourteen (14) calendar days of receipt of the written grievance from the employee or his/her Union representative, the Appointing Authority or his/her designee, will meet with the appropriate Union representative at a mutually agreed upon time and date (with or without the aggrieved employee) and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the Appointing Authority or his/her designee and returned to the employee and the Union representative within fourteen (14) calendar days from receipt of the written grievance submitted to the Appointing Authority. Settlements at this step will be non- precedent setting unless designated otherwise.

### **B. Step 2**

If dissatisfied with the Employer's answer in Step 1, to be considered further, the grievance must be appealed by e-mail to DAS Labor and Legal Services Coordinator at [hre-lrt-coordinator@iowa.gov](mailto:hre-lrt-coordinator@iowa.gov), within fourteen (14) calendar days from receipt of the answer in Step 1. Within forty-five (45) calendar days after the receipt of the appeal at Step 2, DAS-LLS, will meet with the appropriate Union representative (with or without the aggrieved employee) and attempt to reach resolution of the grievance. The parties will, where practicable and feasible, meet via a telephone or video conference. Within thirty (30) calendar days following this meeting, a written answer will be issued and attached to the grievance by DAS-LLS and returned to the grievant and the Union representative. Step 2 answers shall be sent by e-mail.

### **C. Step 3 – Arbitration**

Grievances which have not been settled under the foregoing procedure are eligible for arbitration. The issue as stated in Step 2 shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing. If an unresolved grievance is not arbitrated, it shall be considered terminated on the basis of the Step 2 answer without prejudice or precedent in the resolution of future grievances. For the purpose of selecting an impartial arbitrator, the parties will meet upon request and if unable to agree on an impartial arbitrator, the parties or party, acting jointly or separately, shall request PERB to submit a five (5) member panel of arbitrators. If the panel submitted by PERB is unacceptable to either party, the parties shall request a second panel of arbitrators from PERB. The AFSCME representative and the DAS-LLS representative will contact the arbitrator and set a date for the arbitration hearing. After the date for the arbitration hearing is established, the AFSCME representative and the DAS-LLS representative will schedule a meeting, not less than one (1) week prior to the grievance arbitration hearing date, to exchange all evidence relevant to the grievance that is available to them at that time through the exercise of reasonable diligence. If not provided at the pre-arbitration meeting, evidence cannot be offered at the arbitration hearing unless the party can prove that the evidence was not available to the party through the exercise of reasonable diligence.

Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one (1) arbitrator. On the grievances where agreement is not reached, a separate arbitrator shall be appointed for each grievance. The cost of the arbitrator and expenses of the hearing will be shared equally by the parties; however, the costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party, unless the parties mutually agree to share the entire cost. Except as explicitly provided in this Article, each of the parties shall bear the cost of their own witnesses, including any lost wages that

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may be incurred. The parties agree to share any cancellation fees for arbitration hearings canceled or postponed by mutual agreement. The party that is solely responsible for the cancellation or postponement of an arbitration hearing without the mutual consent of the other party shall pay the entire cancellation fee.

The arbitrator shall only have authority to determine the compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.

The decision of the arbitrator shall be final and binding on both parties to this Agreement provided any such decision does not exceed the arbitrator's jurisdiction or authority as set forth above.

### **Section 3 Time Limits**

Grievances not appealed within the designated time limits in any step of the grievance procedure may be denied by the Employer on the basis of timeliness. The Union reserves the right to submit such grievances to arbitration. The parties agree, however, that in grievances where timeliness is an issue, the grievance may be submitted by the Union to the next higher step through the date the grievance answer should have been issued in order to allow the parties to attempt to resolve it.

Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure may be appealed to the next step within fourteen (14) calendar days of the date the grievance answer should have been issued. In order to be considered timely, a grievance must be scheduled for an arbitration hearing no later than nine (9) months from the date the grievance was answered by the Employer at Step 2. The Union may, at its option, seek to schedule an arbitration hearing any time after the Step 2 was due in the event the Employer fails to timely provide the response. Authority to schedule a hearing rests with the arbitrator should the parties disagree. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

### **Section 4 Retroactivity**

Settlement of a grievance may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than six (6) months prior to the date of initiation of the written grievance in Step 1.

### **Section 5 Exclusive Procedure**

The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.

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

For informational purposes only, the Union shall provide DAS-LLS with a written list setting forth the names and jurisdictional areas of Union representatives. The Employer shall supply the Local Union with a list of Management representatives to contact on grievance matters.

### **Section 7 Exclusion of Probationary Employees**

Notwithstanding any provision(s) of this Agreement, the release of probationary employees shall not be subject to the grievance procedure.

### **Section 8 Exclusion of Grievant**

The aggrieved employee is entitled to be present at all steps of the grievance procedure. Should the employee be excused by either party, the grievance shall be processed in the absence of the aggrieved employee.

### **Section 9 Exchange of Information for Processing Grievances**

A. The Union and the Employer agree that it is incumbent upon the parties to share all information available regarding grievances involving the Union, employees, and the Employer.

B. Upon request from the Union representative, the Employer will provide that Union representative with written statements of witnesses, if they exist.

C. Upon request from the Employer's representative, the Union will provide the Employer's representative with statements of witnesses, if they exist.

D. Employees who receive witness statements must comply with the State's policy that witness statements and the information contained in the statements will not be disseminated to any person not directly involved with the processing of the grievance. Employees who violate the State's policy on dissemination will be subject to disciplinary action.

E. When a grievance is scheduled for arbitration, if the representative of either party desires to interview a witness prior to the arbitration hearing and the witness has been interviewed by the Employer or the Union in the course of a grievance investigation, the interview shall be conducted in the presence of a representative from DAS-LLS. Witnesses are not required to grant the interview, however, such interviews, when conducted, shall be limited to the witness, an AFSCME Iowa Council 61 staff representative or attorney, and the representative from DAS-LLS.

### **Section 10 Resolution of Timeliness Arbitrability Issues**

Where an issue exists as to the timeliness arbitrability of a particular grievance, the DAS-LLS representative shall give written notice to the Union. Following written notice, the timeliness dispute shall be submitted to an arbitrator, other than the arbitrator selected to determine the merits of the grievance, upon written submissions and by telephone hearing only.

Where the timeliness of a particular grievance is submitted to arbitration, the date for such arbitration shall be scheduled within thirty (30) days following the date that DAS-LLS provided notice to the Union, and a decision rendered within thirty (30) days following the date of the timeliness arbitrability hearing.

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

## **ARTICLE V SENIORITY**

### **Section 1 Definition**

A. Seniority means an employee's length of continuous service with the Employer in a permanent position since his/her date of hire. Any length of service in a temporary position shall be included in the computation of seniority if the employment was in a classification covered by this contract and contiguous to the appointment to a permanent position.

B. In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number, with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

C. An employee's continuous service record shall be broken by voluntary resignation, discharge (excluding layoff in accordance with Article VI) , or retirement. However, if an employee leaves work for any reason other than those listed above, the employee shall retain his/her original seniority date for a period equal to his/her length of employment up to a maximum of two (2) years. Any period of absence of more than two (2) years shall represent a break in continuous service.

D. Management will be required to apply seniority as defined above only as specifically provided in this Agreement and subject to any limitations set forth in any particular Article or Section of this Agreement.

E. An employee covered by a non-AFSCME collective bargaining agreement shall have no seniority upon entrance or return to a position covered by this Agreement.

### **Section 2 Seniority Lists**

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

B. Employees shall have ninety (90) days in which to appeal their seniority date after which time the seniority date shall be presumed correct.

### **Section 3 Retroactivity Prohibited**

Those employees in the bargaining unit employed prior to the effective date of this Agreement shall retain their current seniority date (date of hire or adjusted date of hire, if applicable) as established by DAS or the Board of Regents (BOR) prior to the effective date of this Agreement.

## **ARTICLE VI LAYOFF PROCEDURE**

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

The Union recognizes the right of Management to layoff or to reduce the hours of employment in accordance

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with the procedures set forth in this Article. Such procedures shall not apply to:

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

## **Section 2 General Layoff Procedures**

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

- A. Layoff shall be by classification and subtitle as set forth in the job specifications.
- B. Layoff shall be by organizational unit as defined Appendix B.
- C. An agency may not layoff permanent employees until they have eliminated all non-permanent employees within the layoff unit in the same classification in the following order: emergency, temporary, provisional, intermittent, trainee, and probationary. Employees in the layoff unit may volunteer for layoffs with the most senior volunteer(s) being accepted. Employees may volunteer only with the agreement of the President of AFSCME Iowa Council 61.
- D. The Employer shall notify the Union at least sixty (60) calendar days in advance of any anticipated layoff.
- E. Each employee affected by a reduction in force shall be notified in writing of layoff at least twenty (20) working days prior to the effective date of the layoff unless budgetary limitations require a lesser period of notice.
- F. Employees in the layoff unit shall be laid off in accordance with seniority and ability. Layoff shall be by seniority with the least senior employee being laid off first unless the least senior employee possesses special skills and ability required to meet the needs of the Employer, and that the senior employee must also possess the qualifications required for the position.
- G. The position occupied by the least senior employee in the classification subject to the layoff shall not be considered a vacancy pursuant to Article VII; therefore, this position shall not be posted for transfer.
- H. A permanent employee in a classification in which layoffs are to be effected may, in lieu of layoff, elect bumping to the next lower classification in the layoff unit in the same series as the classification in which layoffs are to be effected or, in the absence of a lower classification in the same series. The assignment in the classification will be at the Appointing Authority's discretion; however, such assignment shall not be permitted if the result would be to cause the bumping of a permanent employee with greater seniority. To exercise the right of bumping, in lieu of layoff, the employee must notify the Appointing Authority, in writing, of such election, which must be received or postmarked no later than five (5) calendar days after receiving notice of layoff. Any permanent employee displaced under these provisions shall have the right of election as provided herein.

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

Any employee who elects to bump in lieu of layoff shall have the right of recall to the classification he/ she formerly occupied, provided he/she meets the qualifications of the position, before any other person may be promoted to or a new employee hired for such classification by the Appointing Authority enforcing the layoff. Upon bumping, an employee shall retain his/her current rate of pay except that if such rate of pay is higher than the highest rate currently paid for the classification to which the employee bumps, his/her pay shall be reduced to that rate of pay. Additionally, if federal funds are involved, the employee upon bumping will receive the salary provided by the federal grant. In such an event, the Employer will make a good faith effort to obtain additional federal funds. Any employee laid off because of reduction in force shall be offered a position in the classification from which he/she was laid off provided he/she meets the minimum qualifications for the position, before a new employee may be hired for such position by the Appointing Authority enforcing the layoff, if such opening becomes available within two (2) years of such layoff because of a reduction in force. Employees who are covered

by another collective bargaining agreement cannot bump an employee covered by this Agreement.

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

1. Employees who exercised bumping rights shall be placed on the recall list for the class from which they were laid off.
2. Employees who are laid off or who make written notice to the Employer of their recovery from a long-term disability or injury shall be placed on the recall list for the class they held prior to layoff or disability. Employees who refuse to accept any reassignment in excess of twenty-five (25) miles of the original work site shall be placed on the recall list as described in numbers one (1) and two (2) above.
3. Failure to accept any position listed by the employee pursuant to number two (2) above when offered by certified mail within five (5) calendar days after notice of recall shall negate any further recall rights.
4. If a laid off employee accepts a temporary position, he/she shall remain on the recall list.

J. When a decision is made by the Employer to contract or subcontract work which would result in the layoff of bargaining unit members, the State agrees to a notification and discussion with the Union not less than sixty (60) days in advance of the implementation. For purposes of this paragraph only, employees laid off as a result of a decision to contract or subcontract work may identify specific counties to which the employee will accept recall. All other recall provisions of (I) above shall apply.

K. The determination of the layoff order is subject to the grievance procedure commencing at Step 2. The implementation of such layoff shall not be delayed pending the resolution of such grievances.

L. Whenever a permanent vacancy as defined in Article VII occurs, before a new or temporary employee is hired, employees shall be allowed to transfer or be recalled in the order set forth in Article VII. (Board of Regents, see Appendix D.)

## **ARTICLE VII TRANSFERS**

### **Section 1 Eligibility**

A. Employees must have been in their current classification for at least six (6) months in order to be eligible for transfers pursuant to this Article, but may not transfer more than twice during the life of the Agreement. Transfers to a position under the supervision of the employee's current supervisor will not be counted towards the limitation of two (2) transfers during the life of the Agreement. However, if an employee goes into a classification with a lower pay grade in lieu of layoff, the employee shall immediately be eligible for transfers pursuant to this Article. Additionally, an employee who is required to change shifts upon promotion shall be immediately eligible for transfer to a different shift within the employing unit.

B. Employees who desire to transfer to another position within the same classification, either between employing units of a State agency or between State agencies, shall file a written request as prescribed by the agency or, if between State agencies, with the appropriate departmental personnel office indicating that interest.

### **Section 2 Transfers Within Employing Units**

A. The Employer shall post all openings indicating the specific location, shift, work unit and days off. Specific location shall be defined as the work location. Specific shift shall be defined as the hours of work. Specific work unit shall be defined as the area inside of the organizational unit where the employee performs his/her work. Specific work unit can be defined as rotating post or relief post. Specific days off shall be the days off that are assigned to the position. A period of five (5) work days from the date of the announcement shall be allowed for interested employees to file a written request to be included in the group of applicants to be considered for that vacancy. At the close of the five (5) work day posting period, the Employer will review those requests from any employee in the same employing unit who is in the same classification as the vacancy. When an employee applies for a posted position and has not removed his/her name by the close of the posting, the employee must accept the job, if offered. The Employer shall offer the position to the most senior bargaining unit employee who has filed a transfer request. In the event an

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employee is the most senior bidder for more than one (1) position simultaneously, he/she shall immediately accept one (1) of the positions.

B. The Employer shall transfer the most senior employee who makes the transfer request for the open position provided he/she possesses the ability to perform the duties as assigned and meets any job related special or selective certification requirements. Such requirements shall be reflected on the posting. The Employer may deny transfers if the transfer would substantially impair the Employer's ability to maintain operational efficiency. The Employer is not obligated to retrain employees in order to qualify them for transfers under the provisions of this Article. Nothing within this Article should be construed to require the Employer to accept a transfer between Employing Units.

### **Section 3 Definition of Permanent Vacancy**

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

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

### **Section 4 Transfer Limitations**

A. The application of the procedures in this Article shall be limited to the original vacancy and the two (2) subsequent vacancies resulting from the filling of the original vacancy.

B. Employees may not t

C. Employees who decline two (2) transfer opportunities within a twelve (12) month period will have their names removed from the register for a period of six (6) months. It is the responsibility of the employee to resubmit a transfer request following the six (6) month period.

D. Employees transferring under the provisions of this Article shall not be eligible for payment of moving expenses by the Employer.

E. Employees transferring into federally funded positions will receive the salary provided by the federal grant.

F. In all employing units in which vacancy lists are maintained the local Union shall be allowed to inspect vacancy lists on a monthly basis.

G. Nothing in this Article shall be construed as a limitation on the Employer's ability to reassign employees to meet agency needs as determined by the Employer. Employees reassigned more than twenty-five (25) miles from the original work site will be provided a twenty (20) working day notice. Employees who refuse to accept such reassignment will be afforded the rights set forth in Article VI.

H. Transfers will be granted as follows:

1. Transfer within the employing unit pursuant to Section 2.
2. Recall within the employing unit to the class and status (full-time or part-time) from which laid off.
3. Promotion, demotion, reclassification within the employing unit (Employer's discretion).
4. Transfer within the employing unit of part-time employees to full-time positions or full-time employees to part-time positions.
5. Transfer between employing units (Employer's discretion).
6. Recall between employing units to the class from which laid off (Employer's discretion).
7. Promotion or demotion between employing units or between agencies (Employer's discretion).
8. Transfer between employing units of part-time employees to full-time positions or full-time employees to part-time positions (Employer's discretion).
9. Recall to a class other than one from which laid off (Employer's discretion).
10. New hire (Employer's discretion).

I. When a unit, office, or post within an employing unit goes out of existence and the affected employees are not

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

J. This definition shall apply anywhere the terms “special qualifications” or “selective certification requirements” are used in this Agreement. “Special qualifications” and “selective certification requirements” shall consist only of those legal requirements and job related knowledge, skills, abilities, or competencies that are:

1. Appropriate to the job classification of the position;
2. Necessary for successful performance of the essential duties of the position, and;
3. Of a nature and extent that an individual lacking such “special qualifications” could not acquire them and become proficient in them through reasonable orientation or other training of a limited duration. All “special qualifications” and “selective certification requirements” shall be announced in the job posting.

### **Section 5 Return from Military Service**

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

## **ARTICLE VIII HOURS OF WORK**

### **Section 1 Work Schedules**

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

B. The Employer shall provide fourteen (14) calendar days written notice to the Union and the affected employees prior to making permanent changes in work schedules. Written notice of the permanent changes in work schedules may be provided to the Union and the affected employees by electronic communication with a read receipt. The fourteen (14) calendar day notice will start on the date of the read receipt. Temporary work schedule changes shall not be made for the purpose of avoiding overtime except by voluntary agreement by the employee.

C. Any permanent schedule change made by the Employer that is grieved will not be implemented until Step 2 of the grievance procedure is exhausted. Such grievances shall begin with Step 2 of the grievance procedure.

D. Unless changed in accordance with section B above, current work schedules shall be retained.

### **Section 2 Overtime**

#### **A. Definitions**

##### **1. Overtime:**

Time that an employee works in excess of forty (40) hours per work period.

##### **2. Work Period:**

A regularly recurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods.

##### **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. Court appearances as defined in Article X, Section 4.
- c. Meal periods of less than thirty (30) minutes where an employee is not relieved of his/her post, station or duty.

#### **B. Overtime Compensation**

Overtime shall be compensated at a premium rate of one and one-half (1-1/2) the employee’s base hourly pay or

actual overtime hours worked, whichever is applicable. Payment shall be made in either cash or compensatory time as follows:

1. The decision to pay overtime in cash or compensatory time rests with the employee; however, the Employer reserves the right to require employees to take cash payment rather than earned compensatory time.
2. Compensatory time can only be accumulated to one hundred sixty (160) hours. Any hours over one hundred sixty (160) will be paid out in cash.
3. A request can be made by the employee for a payout in cash of any accumulated compensatory time. There must be at least a two (2) week notice to the personnel office. The money will be included in the pay check for the pay period during which the request is made.
4. Compensatory time may not be carried over into a new State fiscal year; however, the Employer may designate other than the State's fiscal year for purposes of utilization of compensatory time. For those work units where other than the State's fiscal year is utilized, the Employer will so notify the Union. Compensatory time due an employee at the end of the State's fiscal year, or other designated year where applicable, shall be paid out in cash. Compensatory time off shall be granted at the request of the employee with the approval of the Appointing Authority or his/her designee. Compensatory time off shall be granted at the convenience of the employee, whenever possible, consistent with the staffing needs of the agency.

#### C. Scheduling of Overtime

1. The Employer will, as far as practicable, distribute overtime on an equal basis among those included employees in that classification assigned to the work unit who normally perform the work involved.
2. Overtime opportunities shall be accumulated. Offered overtime not worked shall be considered time worked for purposes of overtime distribution.
3. Upon request, the Union may review overtime equalization records.

#### D. Pyramiding Prohibited

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

#### E. Employees Returning From Leaves of Absence

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

### **Section 3 Meal Periods**

A. All employees shall be granted an unpaid meal period of at least thirty (30) minutes in duration or, at the Employer's discretion, a paid meal period in those situations where qualified relief is not available. Where practicable, the Employer will attempt to schedule the meal period at approximately the middle of each shift.

B. During overtime work hours, the Employer shall schedule such additional unpaid meal periods as are reasonable.

### **Section 6 Shift Differential**

A. 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. Employees shall not be eligible for shift differential pursuant to this Section as a result of an extension of their regular work day into a shift differential period. For purposes of this Section, a regularly scheduled permanent shift is defined as those situations where an employee is assigned to the same shift for a period of time in excess of two (2) weeks [fourteen (14) calendar days]. Employees entitled to shift differential shall receive the applicable shift differential for all hours worked.

### **Section 7 Standby**

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The Employer will specifically designate those employees in writing who are to be in standby status. An employee who is in standby status is responsible for keeping the Employer aware of his/her whereabouts and shall be immediately accessible by telephone or radio. Further, any employee in standby status must be available to respond within one (1) hour. The Employer may establish reasonable reporting procedures for the implementation of this Section. An employee in standby status shall receive ten percent (10%) of his/her normal hourly rate for each hour in said status. Time spent actually working shall not be counted in determining hours spent in standby status for compensation purposes. Hours spent in standby status shall not be used in the calculation of overtime.

### **Section 8 Call-Back Time**

A. The Employer agrees that an employee called back for duty or called in on the employee's day off will be guaranteed a minimum of three (3) hours at the appropriate rate of pay. This provision shall not be construed so as to provide for additional compensation if the employee is recalled back for duty within the original three (3) hour period, except that an employee who is called back to work in excess of three (3) hours will be paid for actual time worked. To qualify for call-back compensation, the time worked cannot be contiguous to the beginning or end of an employee's scheduled work shift.

B. The provisions of Section 8(A) are not applicable to employees prescheduled for duty at least forty-eight (48) hours in advance.

### **Section 9 Travel Between Work Sites**

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

### **Section 10 Scheduling of Volunteer Emergency Personnel**

The Employer, upon request, shall attempt to reschedule employees who have served as volunteer firefighters, volunteer ambulance personnel or volunteer emergency medical technicians for a community during the preceding twenty-four (24) hours.

All employees of the State, other than employees employed temporarily for six (6) months or less or those employees considered essential personnel, who are volunteer firefighters or emergency medical service personnel shall be entitled to a leave of absence for the period of an emergency response without loss of status or efficiency rating, and without loss of pay during such leave of absence.

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

### **Section 1 Wages**

A. On the first day of the pay period that includes July 1, 2021, employees in the bargaining units covered by the Agreement shall receive a one-half percent (0.5%) across-the-board pay increase.

All employees eligible for negotiated within-range step increases and who have received an overall rating of at least "meets expectations" on their most recent performance evaluation shall receive automatic step increases in accordance with their eligibility date. The new rate of pay shall start on the first day of the pay period in which the employee's eligibility date occurs. The current procedure used in Regents will continue as it currently exists. The step increases shall be three percent (3%) within-grade increases in accordance with their eligibility date.

B. On the first day of the pay period that includes July 1, 2023, employees in the bargaining units covered by this Agreement shall receive a one-half percent (0.5%) across-the-board pay increase.

All employees eligible for negotiated within-range step increases and who have received an overall rating of at least "meets expectations" on their most recent performance evaluation shall receive automatic step increases in accordance with their eligibility date. The new rate of pay shall start on the first day of the pay period in which the employee's eligibility date occurs. The current procedure used in Regents will continue as it currently exists. The step increases shall be three percent (3.0%) within-grade increases in accordance with their eligibility date.

C. All Regents employees eligible for negotiated within-range increases and who have received an overall rating of at least "meets job expectations" on their most recent performance evaluation shall receive an automatic within-grade increase of three percent (3.0%) in accordance with their eligibility date. In addition, employees who are promoted, demoted, reclassified, assigned special duties, or lead workers will have their pay

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set based upon the administrative rules of the Regent Merit System with the value of a step equal to three percent (3.0%).

D. All employees in classifications recommended for a pay grade increase who are currently paid above the minimum of the class shall be placed at the same percent above the minimum of the new pay grade as the employee was receiving within the prior pay grade.

F. No person brought into an AFSCME bargaining unit by stipulation by the parties, action by PERB, or by operation of law shall suffer any loss of salary or salary potential as a result of inclusion in the AFSCME bargaining unit.

## **Section 2 Deferred Compensation**

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

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

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

B. The State will provide a program consistent with Internal Revenue Code, Section 129 regulations through which employees may elect to make a pre-tax reduction in wages which will be paid to an account from which allowable dependent care expenses will be reimbursed.

C. The State will provide a program consistent with Internal Revenue Code Section 125 regulations through which employees may elect to make a pre-tax reduction in wages which will be paid to an account from which allowable medical expenses will be reimbursed.

D. If an employee share of the health insurance surplus fund becomes available, the Employer agrees that the Union will determine the utilization of the employee share of the surplus in outlying years, subject to the limitations set by the various federal agencies regarding the use of such funds. These funds will be allocated on a plan year basis.

## **Section 4 State of Iowa Health Benefits**

### **A. Group Plans and Contributions**

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

#### **1. Iowa Choice**

##### **a. Single Plan**

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

##### **b. Family Plan**

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

#### **2. National Choice**

##### **a. Single Plan**

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

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National Choice total single plan premium. The State agrees to contribute the remaining portion for the National Choice single plan premium.

**b. Family Plan**

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

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

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

**Double-Spouse:**

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

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

**Section 5 Dental Benefits**

A. The State agrees to provide dental benefits to all eligible bargaining unit members consistent with current benefits. The State shall contribute the full cost of single coverage for a full-time employee.

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 double- spouse family coverage will be equal to two (2) single contributions. If both spouses are benefits-eligible part- time 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.

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

Iowa State University

Iowa State agrees to continue to provide group health benefits to all eligible bargaining unit members. Iowa State University employees will have health plan options of ISU HMO or ISU PPO at the same level of benefits under such plans as of January 1, 2021.

Effective January 1, 2021 Iowa State further agrees to contribute to the cost of health benefits in accordance with the following provisions:

1. ISU HMO

a. Single Plan

An Employee selecting the ISU HMO Single plan shall contribute \$20.00 a month toward the Plan. Iowa State agrees to contribute the remaining portion for the ISU HMO Single plan premium.

b. Employee plus Spouse/Partner

An Employee selection the ISU HMO Employee plus Spouse/Partner plan shall contribute \$103.00 a month toward the plan. Iowa State agrees to contribute the remaining portion for the ISU PPO Employee plus Spouse/Partner plan premium.

c. Employee plus Children

An Employee selecting the ISU HMO Employee plus Children plan shall contribute \$71 a month toward the plan. Iowa State agrees to contribute the remaining portion for the ISU PPO Employee plus Children plan premium.

d. Family Plan

An Employee selecting the ISU HMO Family plan shall contribute \$137.00 a month toward the plan. Iowa State agree to contribute the remaining portion for the ISU PPO Family plan premium.

e. Double Spouse

An Employee selecting the ISU HMO Double Spouse plan shall contribute \$60.00 a month toward the plan. Iowa State agree to contribute the remaining portion for the ISU PPO Double Spouse plan premium.

2. ISU PPO

a. Single Plan

An Employee selecting the ISU PPO Single plan shall contribute \$40.00 a month toward the plan shall contribute the remaining portion for the ISU PPO Single plan premium.

b. Employee plus Spouse/Partner

An Employee selecting the ISU PPO Employee plus Spouse/Partner plan shall contribute \$283.00 a month toward that plan. Iowa State agrees to contribute the remaining portion for the ISU PPO Employee plus Spouse/Partner plan premium.

c. Employee plus Children

An Employee selecting the ISU PPO Employee plus Children plan shall contribute \$193 a month toward the plan. Iowa State agrees to contribute the remaining portion for the ISU PPO Employee plus Children plan premium.

d. Family Plan

An Employee selecting the ISU PPO Family plan shall contribute \$364.00 a month toward the plan. Iowa State agrees to contribute the remaining portion for the ISU PPO Family plan premium.

e. Double Spouse

An Employee selecting the ISU HMO Double Spouse plan shall contribute \$254.00 a month toward the plan. Iowa State agree to contribute the remaining portion for the ISU PPO Double Spouse plan premium.

ISU Dental Benefits

D. Iowa State agrees to provide dental benefits to all eligible bargaining unit members consistent with current benefits as of January 1, 2021.

Iowa State Dental plans are as follows:

1. Basic Dental

a. Single

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An Employee selecting the Single plan shall contribute \$0.00 a month toward the Plan. Iowa State agrees to pay the entire portion for the Single Basic plan premium.

b. Employee plus Spouse/Partner

An Employee selecting the Employee plus Spouse/Partner Basic Plan shall contribute \$30 towards the Plan. Iowa State agrees to pay the remaining portion of the Employee plus Spouse/Partner Basic Plan premium.

c. Employee plus Children

An Employee selecting the Employee plus Children Basic Plan shall contribute \$37 towards the Plan. Iowa State agrees to pay the remaining portion of the Employee plus Children Basic Plan premium.

d. Family

An Employee selecting the Family Basic Plan shall contribute \$45 towards the Plan. Iowa State agrees to pay the remaining portion of the Family Basic Plan premium.

e. Double Spouse

An Employee selecting the Employee Double Spouse Basic Plan shall contribute \$23 towards the Plan. Iowa State agrees to pay the remaining portion of the Employee Double Spouse Plan premium.

2. Comprehensive Dental

a. Single

An Employee selecting the Single Comprehensive Plan shall contribute \$16 towards the Plan. Iowa State agrees to pay the remaining portion of the Single Comprehensive Plan premium.

b. Employee plus Spouse/Partner

An Employee selecting the Employee plus Spouse/Partner Comprehensive Plan shall contribute \$77 towards the Plan. Iowa State agrees to pay the remaining portion of the Employee Plus Spouse/Partner Comprehensive Plan premium.

c. Employee plus Children

An Employee selecting the Employee plus Children Comprehensive Plan shall contribute \$82 towards the Plan. Iowa State agrees to pay the remaining portion of the Employee Plus Children Comprehensive Plan premium.

d. Family

An Employee selecting the Family Comprehensive Plan shall contribute \$96 towards the Plan. Iowa State agrees to pay the remaining portion of the Family Comprehensive Plan premium.

e. Family Double Spouse

An Employee selecting the Family Double Spouse Comprehensive Plan shall contribute \$74 towards the Plan. Iowa State agrees to pay the remaining portion of the Family Double Spouse Comprehensive Plan premium.

University of Iowa

The University of Iowa agrees to continue to provide group health benefits to all eligible bargaining unit members. The University of Iowa employees will have health plan options of UISelect or UIChoice at the same level of benefits under such plans as of January 1, 2021.

The plans are as follows:

1. UISelect

a. Single

An Employee selecting the UISelect Single plan shall contribute \$0.00 a month toward the plan. The University of Iowa agrees to contribute the total portion for the UISelect Single plan premium.

b. Employee plus Spouse

An Employee selecting the UISelect Employee plus Spouse plan shall contribute \$285 a month toward the plan. The University of Iowa agrees to contribute the remaining portion for the UISelect Employee Plus Spouse plan.

c. Employee Plus Children

An Employee selecting the UISelect Employee plus Children plan shall contribute \$233 a month toward the plan. The University of Iowa agrees to contribute the remaining portion of the UISelect Employee Plus Children plan.

d. Family

An Employee selecting the UISelect Family plan shall contribute \$306 a month toward the plan. The University of Iowa agrees to contribute the remaining portion of the UISelect Family plan.

e. Double Spouse Family

An Employee selecting the UISelect Double Spouse Family plan shall contribute \$0.00 a month toward the plan. The University of Iowa agrees to contribute the full portion of the UISelect Double Spouse Family plan.

2. UIChoice

a. Single

An Employee selecting the UIChoice Single plan shall contribute \$72.00 a month toward the plan. The University of Iowa agrees to contribute the remaining portion for the UIChoice Single plan premium.

b. Employee plus Spouse

An Employee selecting the UIChoice Employee plus Spouse plan shall contribute \$342 a month toward the plan. The University of Iowa agrees to contribute the remaining portion for the UIChoice Employee Plus Spouse plan.

c. Employee Plus Children

An Employee selecting the UIChoice Employee plus Children plan shall contribute \$279 a month toward the plan. The University of Iowa agrees to contribute the remaining portion of the UIChoice Employee Plus Children plan.

d. Family

An Employee selecting the UIChoice Family plan shall contribute \$367 a month toward the plan. The University of Iowa agrees to contribute the remaining portion of the UIChoice Family plan.

e. Double Spouse Family

An Employee selecting the UIChoice Double Spouse Family plan shall contribute \$183.00 a month toward the plan. The University of Iowa agrees to contribute the full portion of the UISelect Double Spouse Family plan.

University of Iowa Dental Plan

1. Dental II Plan

a. Single

An Employee selecting the Single plan shall pay \$0.00 toward the plan. The University of Iowa agrees to contribute the full portion of the Single plan.

b. Employee Plus Spouse

An Employee selecting the Employee Plus Spouse plan shall pay \$19.00 toward the plan. The University of Iowa agrees to contribute the remaining portion of the Employee Plus Spouse Plan.

c. Employee Plus Children

An Employee selecting the Employee Plus Children plan shall pay \$20.00 toward the plan. The University of Iowa agrees to contribute the remaining portion of the Employee Plus Children Plan.

d. Family

An Employee selecting the Family plan shall pay \$27.00 toward the plan. The University of Iowa agrees to contribute the remaining portion of the Family Plan.

e. Double Spouse Family

An Employee selecting the Double Spouse plan shall pay \$0.00 toward the plan. The University of Iowa agrees to contribute the full portion of the Double Spouse Plan.

University of Northern Iowa

The University of Northern Iowa agrees to continue to provide group health benefits to all eligible bargaining unit members. The University of Northern Iowa employees will have health plan options of UNI PPO or UNI HMO at the same level of benefits under such plans as of January 1, 2021.

The plans are as follows:

1. UNI PPO

a. Single

An Employee selecting the UNI PPO Single plan shall contribute \$21.45 a month toward the plan. The University of Northern Iowa agrees to contribute the remaining portion for the UNI PPO Single plan premium.

b. Family

An Employee selecting the UNI PPO Family plan shall contribute \$364.80 a month toward the plan. The University of Northern Iowa agrees to contribute the remaining portion for the UNI PPO Family plan.

c. Shared Family (Double Spouse)

An Employee selecting the UNI PPO Shared Family plan shall contribute \$182.40 a month toward the plan. The University of Northern Iowa agrees to contribute the remaining portion of the UNI PPO Shared Family plan.

2. UNI HMO

a. Single

An Employee selecting the UNI HMO Single plan shall contribute \$0.00 a month toward the plan. The University of Northern Iowa agrees to contribute the total portion for the UNI PPO Single plan premium.

b. Family

An Employee selecting the UNI HMO Family plan shall contribute \$192.60 a month toward the plan. The University of Northern Iowa agrees to contribute the remaining portion for the UNI HMO Family plan.

c. Shared Family (Double Spouse)

An Employee selecting the UNI HMO Shared Family plan shall contribute \$20.10 a month toward the plan. The University of Northern Iowa agrees to contribute the remaining portion of the UNI HMO Shared Family plan.

University of Northern Iowa Dental Plan

1. Dental Plan 2

a. Single

An Employee selecting the Single plan shall pay \$6.00 toward the plan. The University of Iowa agrees to contribute the remaining portion of the Single plan.

b. Family

An Employee selecting the Family plan shall pay \$54.75 toward the plan. The University of Iowa agrees to contribute the remaining portion of the Family plan.

c. Shared Family

An Employee selecting the Shared Family plan shall pay \$46.50 toward the plan. The University of Iowa agrees to contribute the remaining portion of the Family plan.

**Section 6 Workers' Compensation Benefits**

A. Workers' compensation insurance has primary responsibility for workers' compensation injuries. The Employer shall ensure that medical expenses of injured workers are paid to the extent coverable under group medical benefits, as set forth in this Article. During the pendency of Workers' Compensation appeal proceedings for workers' compensation benefits, the Employer, or its insurance carrier, if any, shall continue to possess all rights of subrogation as provided by law arising from the payment of such expenses.

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

**Section 7 Life Insurance**

A. The Employer agrees that all bargaining unit employees shall be eligible to participate in the State employees' group life insurance program administered by DAS. (For BOR, see Appendix D)

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

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

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

Age	Basic	AD & D
Under 65	\$20,000	\$20,000
Age 65-69	\$13,200	\$13,200
Age 70-74	\$8,300	\$8,300
Age 75 and over	\$5,700	\$5,700

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

Age	Maximum Supplemental Life Insurance	Maximum Supplemental AD & D
Under 65	\$100,000	\$100,000
Age 65-69	\$66,000	\$66,000
Age 70-74	\$41,500	\$41,500
Age 75- 79	\$28,500	\$28,500
Age 80 & over	\$20,000	\$20,000

4. The supplemental life insurance will be available in increments equal to one-twentieth (1/20) of the maximum amount available. Employees may elect the number of increments desired. Supplemental life insurance will not require medical underwriting provided that employees make application within thirty (30) calendar days of their date of employment. Coverage increases or decreases after the first thirty (30) days of employment must be made

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

5. Upon an employee's termination from State employment, the group life insurance policy may be converted to an individual policy of life insurance at the appropriate rates.

**Section 8 Disability Insurance**

The State agrees to continue the existing disability insurance programs within the various State departments and institutions for the duration of the Agreement. The maximum benefit for General Government employees shall be three thousand dollars (\$3,000). The LTD benefit will be sixty percent (60%) of covered monthly salary regardless of length of service [sixty percent (60%) of up to sixty thousand dollars (\$60,000) annual salary]. The State further agrees to continue to pay the entire cost for such disability insurance.

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

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

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

1. Full-Time Employees

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

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

b. Annual leave may be accumulated to twice the annual entitlement. If, on June 1st, an employee has a balance of one hundred sixty (160) or more hours of accrued annual leave, the Employer may, with the written approval of the employee, pay the employee for up to forty (40) hours of the accrued annual leave. This amount will be paid on a separate pay warrant on the pay day which represents the last pay period of the fiscal year. Decisions regarding these payments will be made by each department director and BOR institution president 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.

2. Permanent Part-Time Employees

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

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

D. In scheduling vacation (annual leave), choice of time and amounts shall be governed by seniority as defined in Article V, provided employees submit their vacation requests at least sixty (60) calendar days prior to the requested time off. When vacation requests are not submitted sixty (60) days in advance, vacations will be granted on a first come-first served basis. Vacation requests will be answered within five (5) working days from the date of receipt unless such requests are submitted more than sixty (60) days in advance. If a denied request is for a full shift or more and the requested time later becomes available, the Employer will offer it, by seniority, to the employees who had requested such time off sixty (60) days in advance and had been denied. 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.

### **Section 12 Holidays**

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

#### 1. Scheduled Holidays:

**New Year's Day**, January 1

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

**Memorial Day**, the last Monday in May

**Independence Day**, July 4

**Labor Day**, the first Monday in September

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

**Thanksgiving Day**, the fourth Thursday in November

**Friday after Thanksgiving Christmas Day**, December 25

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

#### B. Holiday Pay

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

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

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

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

#### C. Holiday Premium Pay

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

In the event compensatory time off is granted, it shall be scheduled at the request of the employee with the approval of the Employer. Such time shall be paid to the employee if not used by the end of the fiscal year.

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

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

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

#### **Section 14 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. 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.

B. The Employer agrees to comply with 91A of the Code of Iowa.

## **ARTICLE X LEAVES OF ABSENCE**

### **Section 1 Eligibility**

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

### **Section 2 Request Procedure**

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

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

B. Requests for leaves of absence exceeding one (1) month shall be granted or denied within fifteen (15) working days. The Employer will provide the reason for denial in writing.

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

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

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

#### **Parental Leave**

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

1. The employee shall, whenever possible, submit written notification to the employee's immediate supervisor at least four (4) weeks prior to the employee's anticipated departure stating the probable duration of the leave. Such leaves shall be granted for a period of time up to but not to exceed three (3) months.

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

3. Unless an eligible employee uses accrued leave to cover the absence in accordance with the permitted use of

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such leave, all periods of parental leave shall be leaves of absence without pay.

A. Military Leave

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

B. Unpaid Educational Leave

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

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

C. Medical Leave of Absence

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

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

D. Family and Medical Leave

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

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

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

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

H. When, in order to be qualified for a position, an employee is required to possess a license or certificate and the employee in that position has that license or certificate temporarily revoked or suspended, the Employer may, at the Employer's sole discretion, reassign that employee to perform other duties for which the employee is otherwise qualified for the duration of the suspension or revocation or, in the alternative, place that employee on an unpaid leave of absence. The parties agree that the provisions of this Section may be grieved, but not appealed to arbitration under Article IV of this Agreement. This provision does not affect in any way the Employer's right to discharge an employee or the right of the employee to grieve the discharge in accordance with any applicable grievance procedure.

I. Catastrophic Illness Contributions

Employees may donate accrued annual leave, compensatory leave or holiday leave time to benefit another State employee suffering from a catastrophic illness. Leave shall be donated in no less than one (1) hour increments. The contributing employee must identify the specific amount of leave donated and the name of

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the recipient of the donated leave on forms provided by the Employer for this purpose. Leave donated to another State employee pursuant to this provision shall be credited to the recipient's sick leave account.

#### **Section 4 Paid Leaves of Absence**

##### **A. Voting Leave**

1. Any person entitled to vote in a general election is entitled to time off from work with pay on any general election day for a period not to exceed three (3) hours in length. Application for time off for voting should be made to the employee's supervisor prior to election day. The time to be taken off may be designated by the supervisor.

2. Time off for voting may be granted only if the employee's working hours do not allow a three (3) hour period outside of working hours during polling hours.

##### **B. Jury Duty**

1. An employee on jury duty will be continued on the payroll and be paid his/her straight time hourly rate for his/her normally scheduled hours of work. Upon return from jury duty, the employee shall present evidence of the amount received for such jury duty and remit that amount to the Employer, less any travel or personal expenses paid for the jury service. Time spent in court and reasonable travel time shall be deducted from an employee's scheduled work hours for the day in question and shall be considered time worked. Employees on the second or third shift, as defined in Article VIII, shall be temporarily rescheduled to the day shift for the duration of their jury service.

2. The employee summoned as a juror shall notify his/her Employer immediately by memorandum attaching a copy of the summons. The employee shall be responsible for all subsequent notifications when obligated to report for jury duty.

3. An employee who reports for jury duty and is dismissed, shall promptly report to work for the remainder of the employee's working day, provided there are at least two (2) hours remaining in the scheduled work day.

##### **C. Court Appearance**

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

##### **D. Paid Educational Leave**

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

## **ARTICLE XI MISCELLANEOUS**

### **Section 1 Work Rules**

For all topics related to mandatory topics of bargaining as established in Section 20.9(1) of the Code of Iowa, the Employer agrees to establish reasonable work rules. The Union reserves the right to grieve the application or reasonableness of any work rule related to a mandatory topic of bargaining so established. These work rules shall not conflict with any of the provisions of this Agreement. Newly established work rules related to a mandatory topic of bargaining or amendments to existing work rules related to a mandatory topic of bargaining shall be reduced to writing and furnished to the Union at least fourteen (14) calendar days prior to the effective date of the rule. For purposes of this Article, work rules are defined as and limited to: "Rules promulgated by the Employer within its discretion which relate to a mandatory topic of bargaining as established by Section 20.9 of the Code of Iowa."

### **Section 2 Training**

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

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denied opportunity for training based solely on the shift the employee works. Training shall be offered by seniority to those employees who have not had the course, in compliance with operational efficiency.

### **Section 3 Performance Evaluation**

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

### **Section 4 Employee Assistance Program**

A. The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the employee's efficient and productive performance of job duties and responsibilities. Therefore, the Employer will provide an Employee Assistance Program (EAP) in order to aid such employees and their families. The Employer and the Union will encourage employees to seek professional assistance when necessary.

B. The EAP is confidential. Any information shared with the EAP will not be released to anyone without written consent of the employee.

C. An employee's participation in the EAP is separate from the disciplinary process and will not protect the employee from disciplinary action due to poor job performance or rule infraction. Likewise, an employee's participation in the EAP will not jeopardize the employee's career. While State policy is to offer assistance to employees, disciplinary action may result if an employee's job performance continues to be adversely affected.

### **Section 5 Labor/Management Meetings**

A. The Employer and the Union agree to establish monthly Labor/Management meetings when requested by the appropriate Local/Chapter. The request to meet must be made no less than two (2) weeks in advance. The parties will agree to a date the meeting will be held. Each party may submit agenda items to the other no later than one (1) week prior to the meeting. The meeting will last no longer than two (2) hours, but may be extended by mutual agreement. Up to six (6) representatives from the Union and up to an equal number of Management will attend the meetings. The purpose of the meetings shall be to afford both Labor and Management a forum in which to communicate on health and safety matters that may be of interest to both parties. The meetings are established as a communication vehicle only and shall not have authority to bind either the Union or Management with respect to any of the items discussed. Union representatives will be in pay status for all time spent in Labor/Management meetings. The Employer is not responsible for any travel expenses or other expenses incurred by employees for the purpose of complying with the provisions of this Article, except as provided by statewide Labor/Management meetings.

B. The Employer and the Union agree to establish quarterly meetings on a statewide level when requested by the Union for discussion of health and safety matters and other issues which were unresolved at the Local/Chapter level and which affect employees in AFSCME bargaining units. Agenda items shall be exchanged at least two (2) weeks prior to the meeting. One (1) Union representative from each Local/Chapter and up to an equal number from Management will attend the meetings in pay status.

## **ARTICLE XII HEALTH AND SAFETY**

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

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

### **Section 2 Buildings/Structures**

A. The Employer shall provide and maintain all State owned and State employee occupied buildings, grounds, and equipment in accordance with directions of the applicable federal and State agencies.

B. Where no policy exists for handling bomb threats in State owned or leased buildings, the Employer shall develop such policies.

### **Section 3 Protective Clothing**

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

#### **Section 4 Uniforms**

A. Where employees are required by the Employer to wear uniforms, the Employer shall, at no cost to the employee, provide and maintain them for such employees. For the purposes of this Agreement, uniforms are defined as identically styled clothing and/or footwear uniquely related to the workplace and not appropriate for personal or other outside use.

B. The Employer shall, in good faith, endeavor to replace damaged or misfit uniforms in an expeditious manner.

D. The Union will be notified in writing at least fourteen (14) calendar days in advance of any new requirements or changes in existing requirements regarding uniforms.

#### **Section 5 Employer Owned Vehicles**

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

#### **Section 6 Compliance Limitations**

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

#### **Section 7 Health and Safety Committees**

The Employer and Local Union/Chapter may create Health and Safety Committees. The Employer shall designate the number of bargaining unit representative(s) who will serve on the committee (which shall not be less than one (1) representative). The Union shall have the right to designate which bargaining unit employee(s) shall serve as representative(s). Bargaining unit representative(s) shall serve on the committee for a designated term. This provision shall also apply to any newly created health and safety committee which will include bargaining unit employees. The parties agree that attempts to resolve health and safety concerns should first be made at the local level. Therefore, these matters should be discussed with local Labor/Management committees pursuant to Article XI, Section 5. Should the parties be unable to come to mutual agreement at the local level or if it is a statewide issue, either party may refer the issue to the next statewide Labor/Management meeting pursuant to Article XI, Section 5. An additional two (2) hour limit will be set aside at the statewide Labor/Management meeting to address any issues referred pursuant to this section. For health and safety issues discussed at statewide Labor/Management meeting that are not resolved at that meeting, a joint report summarizing the various positions of the parties will be issued no later than two (2) weeks prior to the next statewide Labor/ Management committee meeting. This joint report shall be shared with the department director, the DAS director, and the President of AFSCME Iowa Council 61.

#### **Section 12 Health and Safety Complaint Procedure**

If practical, the Employer will provide safe, secure, healthful working conditions for all employees. The Employer agrees to comply with the federal Occupation Safety and Health Act (OSHA) and all other applicable federal, State, or local laws and regulations, and departmental safety rules and regulations. Nothing in this Agreement will imply the Union has assumed legal responsibility for the health and safety of employees. This Section does not affect the rights of individual employees or the Union to file complaints with IOSHA.

### **ARTICLE XIV GENERAL**

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

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

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

## **Section 2 Retention of Benefits**

- A. The Employer agrees, that prior to making any change in a written agency-wide policy which is a mandatory subject of bargaining and not otherwise covered by this Agreement, to meet and confer with the Union in an attempt to reach an agreement. In the event the parties are unable to reach an agreement, the matter will be submitted to arbitration pursuant to Article IV of this Agreement. The sole issue to be considered by the arbitrator is whether the proposed change represents a deterioration of an existing benefit. If the arbitrator determines that the proposed change does represent a deterioration of an existing benefit, the Employer shall not make the change.
- B. For the purpose of this Section, the term “agency” means the Iowa Department of Transportation or the institutions within the BOR.
- C. In the event the parties are unable to agree as to whether a policy is a mandatory subject of bargaining, the question will be submitted to PERB.

## **Section 3 Savings Clause**

- A. In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by operation of law or by any tribunal of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.
- B. In the event the parties fail to agree on the provisions of the substitute in fifteen (15) days following the start of negotiations, the parties shall request a list of five (5) arbitrators from PERB. The first strike shall be decided by a coin toss and the parties shall alternately strike until there is one (1) name remaining who shall become the arbitrator. Either party may request a second list of arbitrators from the PERB if they so desire. The arbitrator shall decide between Management’s and the Union’s final offer as to which is the most appropriate substitute. The decision of the arbitrator shall be final and binding on both parties.
- C. Should any provision of this Agreement jeopardize the receipt by the State of any federal grant-in-aid funds or other federal allotment of money, the provision shall be deemed invalid. However, such invalidation shall not invalidate the remaining portions hereof and they should remain in full force and effect. The parties shall immediately renegotiate the invalid provision or, in the absence of an agreement, submit the dispute to arbitration in accordance with the procedure set forth above.
- D. The parties disavow the Polk County District Court’s decision in the matter of AFSCME vs. State of Iowa, Docket Number CE 37-21870 issued by Judge Rodney Ryan on February 6, 1992 regarding the savings clause. The parties agree that decision is not precedent setting and shall have no effect for the duration of this Agreement.

## **TERMINATION OF AGREEMENT**

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

## **APPENDIX A PAYGRADES AND CLASSIFICATION**

**PAYGRADES AND CLASSIFICATIONS**

Public Safety

xxx

**Department of Transportation**

<u>Class Code</u>	<u>Pay Grade</u>	<u>Class Title</u>	<u>Barg. Unit</u>
86340	27	Motor Vehicle Investigator	Xxx
86360	25	Motor Vehicle Officer	Xxx
86361	27	Motor Vehicle Sergeant	Xxx

All Department of Transportation Classes listed above receive premium overtime.

The minimum and maximum annual salaries for the above referenced pay grades are as follows:

		<b>Min</b>	<b>Max</b>
25	Annual	\$46,302.36	\$69,213.14
	Bi-Weekly	\$1,780.86	\$2,662.04
	Hourly	\$22.26	\$33.28
27	Annual	\$50,148.70	\$76,027.85
	Bi-Weekly	\$1,928.80	\$2,924.15
	Hourly	\$24.11	\$36.55

For purposes of this Agreement, the above referenced pay grades are from DAS FY21 pay plan 014 AFSCME and include a 0.5% increase effective July 1, 2021.

**REGENTS**

<u>Class Code</u>	<u>Pay Grade</u>	<u>Class Title</u>	<u>Barg. Unit</u>
7541	317	Community Outreach Specialist	Xxx
7512	314	Police Officer I	Xxx
7513	315	Police Officer II	Xxx
7514	316	Police Officer III	Xxx
7521	317	Police Sergeant	Xxx

The minimum and maximum annual salaries for the above referenced pay grades are as follows:

		<b>Min</b>	<b>Max</b>
14	Annual	\$48,128.40	\$78,153.84

	Monthly	\$4,010.70	
	Hourly	\$23.05	
15	Annual	\$50,279.04	\$71,534.88
	Monthly	\$4,189.92	
	Hourly	\$24.08	
16	Annual	\$52,554.96	\$74,729.52
	Monthly	\$4,379.58	
	Hourly	\$25.17	
17	Annual	\$54,914.40	\$78,153.84
	Monthly	\$4,576.20	
	Hourly	\$26.30	

## **APPENDIX B ORGANIZATIONAL AND EMPLOYING UNITS**

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

1. Regents:  
Institutions
2. Transportation:  
Motor Vehicle Enforcement Office of the Motor Vehicle Division  
Bureau of Investigation & Identity Protection

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

### **1. Health Benefits Plans**

#### **a. New Employees**

New employees may enroll in single or family coverage within thirty (30) calendar days of their date of employment. Employees and dependents not enrolled during this period will not be allowed to be covered on the plan until the next open health enrollment and change period unless there is a qualified life event that would allow for enrollment and change.

#### **b. Open Enrollment and Change Period**

In either the months of October or November of each year, there will be a thirty (30) calendar day open enrollment and change period when employees may select any health plan offered for which the employee may be eligible and add or remove dependents on their plan.

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c. Changes During a Plan Year

Following a qualified event, at any time during the year, employees may make health insurance changes consistent with the event without a preexisting condition(s) waiting period, provided that timely action is taken and that only dependents allowed by the event are added to or removed from coverage. A change may be made if action is taken within thirty (30) calendar days (sixty (60) days in the case of birth or adoption) of any of the following events:

Marriage;

Death of a spouse or dependent;

Adoption of a child, addition of stepchildren or foster children to the family;

Employee or spouse reaches age 65;

Spouse or dependents who have lost coverage. Employee, spouse or dependent becomes eligible for Medicare, or;

Divorce, annulment, legal separation, or dissolution of marriage, or;

Dependent no longer eligible

Dependent resumes full-time student status

At the time of the birth of a biological child, the health insurance carrier will add this newborn to the existing family health contract when information becomes available from any valid source that this birth occurred, e.g., hospital or professional claims submission, or an enrollment form. The effective date of enrollment will be the date of birth.

If a single health contract is in effect at the time of the birth of a biological child, the enrollee must take timely action to enroll the newborn and change to a family health contract within sixty (60) days of the date of this birth. The effective date of the family health contract will be the first day of the month in which the biological child was born. Appropriate deductions for payment of the family contract will be taken retroactively to reflect the change to a family contract.

If the single health contract holder does not take timely action to enroll in family coverage within sixty (60) days of the birth of the biological child, the child will not be able to be added until the next open health enrollment and change period unless the child would be eligible and affected due to another qualified life event.

2. Dental Benefits Plan

a. New Employees

New employees may enroll in single or family coverage within thirty (30) calendar days of their date of employment.

b. Enrollment and Change Period

There will be no annual enrollment and change period for dental benefits. There will, however, be a one time, thirty (30) day special open enrollment period for dental insurance which will be held during October in the first year of this agreement at which time<sup>30</sup> employees may enroll in single or family coverage and may add dependents to existing contracts.

c. Changes During a Plan Year

Following a qualified event, at any time during the year, employees enrolled in the dental plan may make dental insurance changes consistent with the event provided that timely action is taken and that only dependents directly affected by the event are added to or removed from coverage. A change may be made if action is taken within thirty (30) calendar days [sixty (60) days in the case of birth or adoption] of any of the following events, and provided that only those dependents directly affected by the event are added to coverage:

Marriage;

Death of a spouse or dependent;

Adoption of a child, addition of stepchildren or foster children to the family;

Employee or spouse reaches age 65;

Spouse involuntarily loses coverage through another employer (i.e., discharge, layoff, plant closing or company closing). Proof of loss shall be the Involuntary Loss of Coverage Statement signed and dated by the previous employer (which all employers are required by federal law to provide upon request);

Employee, spouse or dependent becomes eligible for Medicare;

Divorce, annulment, legal separation, or dissolution of marriage, or;

Dependent no longer eligible

Dependent resumes full-time student status

Birth. Timely action must be taken in order to add a newborn to an existing single or family dental contract. If a single dental contract is in effect at the time of the birth of a biological child and the employee wishes to add the newborn to their dental contract, the employee must enroll in a family dental contract within sixty (60) days of the date of this birth. The effective date of the family dental contract will be the first day of the month in which the biological child was born. Appropriate employee deductions for payment of the family contract will be taken retroactively to reflect the change to a family contract. Other family members not affected by the birth are not eligible to be added because of this event.

If the single dental contract holder does not enroll in family coverage within sixty (60) days of the birth of the biological child, there is no further opportunity to add this child unless the child would be eligible and affected due to another qualified life event.

## APPENDIX D BOARD OF REGENTS (BOR)

### A. Board of Regents Institutions

1. 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:

Iowa State University: Associate Vice President for Human Resource Services

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.

University of Northern Iowa: Human Resources Services Director

2. Pursuant to Article IV, Section 2, the Grievance process is as directed in Iowa Administrative Code 3.129(8A).
3. Pursuant to Article VI, the Regent institutions layoff process is detailed in Iowa Administrative Code 3.104(4)
4. Pursuant to Article VI, the Employer agrees if an employee is provided advanced notice of the potential for elimination of the position currently held, the Union and local shall receive a copy of the notice.
5. Pursuant to Article VII, Section 6 – Transfer Limitations, paragraph H, transfers will be granted as follows:
  1. Transfer within the employing unit (full-time or part-time) pursuant to Section 2 of Article VII.
  2. Recall within the employing unit to the class and status (full-time or part-time) from which laid off.
  3. Promotion, demotion, reclassification within the employing unit (Employer's discretion).
  4. Recall between <sup>31</sup>employing units to the class from which laid off.
  5. Promotion or demotion between employing units or between agencies (Employer's discretion).
6. Recall to class other than one from which laid off.
7. New Hire (Employer's discretion).
8. When an employee is terminated during the probationary period following a promotion, the employee shall 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.
9. The Employer and the local Unions shall establish a procedure for providing copies of all job postings to the local Unions.
10. Bargaining unit employees of BOR Institutions will participate in the employing institution's life and disability insurance programs.
11. Pursuant to Article V, Section 2 (Seniority Lists), the Regents Institutions shall prepare and distribute seniority list electronically. The lists shall be updated semiannually and contain each employee's name, classification and seniority date. An electronic copy of the seniority list shall be furnished to the Union and local union at the time of distribution. Additionally, sixty (60) hard copies, or less by mutual agreement, will be provided, per campus, for the local union(s) to post at their discretion.
12. The Employer, at all Universities, will purchase exterior covers for vests for Police Officers and Police Sergeants.

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13. University Police Officers, at all Universities, who are required to prepare for or make court appearances during their off duty time will receive the greater of two (2) hours or actual time spent for each non-consecutive activity. The time spent in any of the above activities shall count for the purpose of computing overtime pay.

**B. Iowa State University**

1. Vacancy announcements will be posted for vacant Police Officer I and II positions.
2. Iowa State University Department of Public Safety shall implement procedures governing specialized assignments, the internal announcement of openings, and the specification of selection criteria related to these assignments.

**C. University of Iowa**

Pursuant to Article VII, the transfer procedures for bargaining unit employees at the University of Iowa will be as follows: The Employer will announce internal vacancies in writing to all eligible employees. Interested employees shall apply for the announced vacancy in writing within the timeframe specified in Article VII, Section 2 above. Notwithstanding the above, the University of Iowa reserves the right of job assignment and all other rights as found under the Management Rights Article of this Agreement.

**D. University of Northern Iowa**

Pursuant to Article VII, the policy at the University of Northern Iowa will be as follows: Job postings shall indicate the work unit (department), work schedule including days off, shift rotation, number of hours per week, and number of months worked per year. Bargaining unit employees may apply for transfer to a job posting by submitting a completed Transfer Form to Human Resource Services by the application deadline.