

STATE OF IOWA  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS BOARD

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IN THE MATTER OF:	)	
	)	
STATE OF IOWA (BOARD OF REGENTS),	)	
Public Employer,	)	
	)	
UNITED ELECTRICAL, RADIO &	)	
MACHINE WORKERS OF AMERICA,	)	CASE NO. 100834
LOCAL 896 (COGS),	)	
Certified Employee Organization,	)	
	)	
RICHARD CHAMPION,	)	
Petitioner,	)	
	)	
and	)	
	)	
ROBERT WINTERTON AND	)	
MAHMOUD KHALIL,	)	
Intervenors.	)	

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**DECISION AND ORDER**

This matter is before us on an appeal filed by Richard Champion from a proposed decision and order issued by an administrative law judge (ALJ) of the Public Employment Relations Board (PERB or Board) on February 11, 2019. Champion filed a clarification of unit petition seeking clarification as to whether law research assistants who work for faculty members are within an existing bargaining unit of certain graduate and professional students employed by the University of Iowa (University). The ALJ concluded the position is not included in the unit.

United Electrical, Radio and Machine Workers of America, Local 896 (UE) represents this unit, but has expressed no position on the instant clarification

petition. The State of Iowa, Board of Regents (Board of Regents) resists the petition and contends that the bargaining unit language specifically excludes law research assistants who work for faculty members. The Board of Regents asserts the parties never intended this group of law research assistants to be included in the unit and accordingly have never treated them as included since PERB approved the parties' stipulated unit composition in 1994.

Before oral arguments, Intervenor Luke Cole withdrew from the case. Oral arguments were presented to the Board on June 25, 2019, by Richard Champion appearing *pro se*, Robert Winterton for both Intervenor, Mike Galloway and Ann Smisek for the State, and Mike Hansen for UE. Champion and the State filed briefs on appeal.

Pursuant to Iowa Code section 17A.15(3), on this appeal we possess all powers, which we would have possessed had we elected, pursuant to PERB rule 621—2.1 to preside at the evidentiary hearing in place of the ALJ. Based upon the entire record in this matter, and having given due consideration to the parties' arguments, we agree with the ALJ that the position is not included in the unit and issue the following:

**I. FACTUAL FINDINGS.**

The ALJ's Findings of Fact are fully supported by the record.

**A. Background.**

The State of Iowa, Board of Regents is a public employer within the meaning of Iowa Code section 20.3(10). The Board of Regents governs the State's public universities including the University of Iowa. UE is a certified employee

organization within the meaning of Iowa Code section 20.3(4) and represents the unit of graduate and professional students employed by the University of Iowa as research and teaching assistants. Champion and Intervenors Winterton and Mahmoud Khalil are students at the University's College of Law. They also hold 25 percent (quarter-time) appointments as law research assistants assigned to work for faculty members.

The composition of this bargaining unit was determined in January 1994 as a result of a stipulation between the petitioning organization, Campaign for Organizing Graduate Students (COGS), and the public employer, the State of Iowa, Board of Regents.<sup>1</sup> The unit composition has remained unchanged:

INCLUDED: All currently enrolled graduate and professional students with a 25% or more appointment (*i.e.* teaching at least one course and/or providing services for at least 10 hours a week) employed as: Teaching Assistants (FT19), Research Assistants (FR19), and Law Research Assistants (FL19) who provide services to the University in exchange for salary compensation.

EXCLUDED: 1. Research Assistants (FR 19 or FL19) whose appointments are (a) primarily a means of financial aid which do not require the individuals to provide services to the University, or (b) which are primarily intended as learning experiences which contribute to the students' progress toward their graduate or professional program of study or (c) for which the students receive academic credit. 2. Graduate students appointed on federal training grants or federal fellowships. 3. Graduate students appointed as Fellows (FT52), if they are not providing services as Teaching Assistants (FT19) or Research Assistants (FR19 or FL19) except as provided in paragraph 1 above. 4. Other graduate students holding any University appointments not specified in "Inclusions" above. 5. Employees included in any other bargaining unit. 6. Confidential or supervisory employees and all others excluded by the Act.

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<sup>1</sup> When the petition for determination of the bargaining unit was filed with PERB in 1993, COGS' organizing efforts were originally supported by the employee organization Service Employees International Union (SEIU). The bargaining unit stipulation was signed by SEIU, but SEIU was never certified as the bargaining unit's representative.

The unit remained unrepresented until May 6, 1996, when PERB certified UE as the unit's exclusive bargaining representative. The unit consists of approximately 2,300 graduate and professional students employed as teaching and research assistants.

### **B. Stipulation of Bargaining Unit Description.**

COGS began its organization effort in 1993 and engaged in considerable discussion with the University before the parties ultimately stipulated to the bargaining unit description. The stipulation was approved by PERB on January 31, 1994.

In drafting the unit description, the parties agreed that the unit would not include all teaching assistants and research assistants and certain criteria would apply for inclusion. For one, they agreed to include only graduate and professional students with at least a twenty-five percent (also referred to as quarter-time) appointment as either a teaching or research assistant. The other criterion related to the purpose or goal of the teaching or research assistant appointment. In their stipulation, the parties differentiated between the assistantships created to fulfill a business need of the University from those created to primarily benefit the student. Because they agreed that only those research assistants who were fulfilling a business need would be included, they adopted language in the unit description that includes only students "who provide services to the University." For the description of excluded positions, they agreed upon language that assistantships created for

the purpose of providing financial aid, or serving as a learning experience, or providing academic credit for the student are excluded from the unit.

### **C. Application of Stipulated Language.**

For an anticipated certification election in early 1994, the University sought to compile a list of eligible voters consisting of graduate and professional student employees included in the unit. The University requested its collegiate deans to identify spring 1994 research and teaching appointments who qualified for inclusion based on the stipulated unit description. The University explained the exclusions as follow:

3. Graduate students holding RA (FR1900 or FL1900) appointments primarily as a means of providing financial aid (exclusion 1a on attachment. These include those assistants appointed in law, the MSTP [combined MD/PhD] and the HHMI [Howard Hughes Medical Institute] programs or through student financial aid); those whose RA appointment is primarily intended as learning experiences which contribute to the progress in their graduate/professional program (exclusion 1b on attachment. This includes many students in the medical and basic biological sciences: Biochemistry, microbiology, internal med. Neurology, human nutrition, preventative med., pathology); and those RAs who receive academic credit for their work on the appointment (exclusion 1c. Included are several students supported as RAs from Graduate College Funds who are receiving academic credit for their work; for most of these, the RA is also intended as financial aid.)

A certification election was not ordered as anticipated and the unit remained unrepresented through May 1996.

In the fall of 1994, COGS requested a list of teaching and research assistants who qualified for unit inclusion for the 1994-95 academic year. The University compiled a list of quarter-time appointments and

asked its leadership to identify excluded positions, which were explained as appointments “where the position is primarily a means of financial aid or which no service is provided to the University, where the position is primarily a learning experience which contributes to the student’s progress toward their graduate or professional program of study, or where the students receive academic credit for the work of their position.” The list was presumably provided to COGS, but the unit remained unrepresented during the 1994-95 academic year.

In May 1995, the University sought to readily identify students included in the unit by assigning each a certain code at the time of appointment. In explaining the new classification system to its leadership, the University circulated an explanation of the unit composition, which stated in part:

**Appointment of Research Assistants (RAs) . . .**

The agreement anticipates that most Research Assistants [] with appointments with 25% or greater will be included in the Bargaining Unit. Those excluded under 1(a), 1(b), or 1(c), are intended to be a small fraction of the total Research Assistants with appointments of 25% or greater.

**Those covered under exclusion 1(a) . . .** The intended individuals are those holding appointments as Research Assistants primarily intended as financial aid (such as students in the combined MD/PhD (MSTP) program, students in the Howard Hughes Medical Institution (HHMI) program, students appointed through Student Financial Aid, and some students, including those in Law, from underrepresented groups such as minorities, women, etc. appointed as RAs primarily for financial aid purposes). Such students may be assigned to faculty advisors and have required duties, designed primarily to be of special benefit to the students in



helping them adjust to the academic environment of the University.

**Those covered under exclusion 1(b)** . . . The individuals excluded are those whose appointments are designed to provide special orientation or experience in research areas or methods, but from whom no specific research duties or results are required. Examples include primarily first year graduate students in some medical and basic biological science departments who are expected as RAs to perform "laboratory rotations" as a means of familiarizing them with research areas, research techniques, and possible research mentors. Although some of these students may produce research results of value, this is not the intent nor the universal expectation of students so appointed.

**Those appointed under exclusion 1(c)** . . . The intended individuals are the very small group who hold special research positions or who receive special research assignments (*i.e.*, types of positions or assignments which are not normally offered to graduate assistants) which carry academic credit, such as editorial positions on Iowa journals (*i.e.*, the Editor of the Law Review), etc.

#### **D. Voter Eligibility for the 1996 Certification Election.**

When COGS and the Board of Regents agreed to the unit composition in 1993, the University employed law research assistants who worked at the law school bookstore, library, and computer lab. These students were included in the unit because they provide a service that would have required the University to hire an employee otherwise. The University also employed law research assistants who worked for faculty members. These students were excluded from the unit based on one or more of the listed criteria.

In 1996, UE petitioned PERB to conduct a representation election for the stipulated unit of teaching and research assistants. The University's list of eligible voters did not include law research assistants who worked for faculty

members. UE did not object to the unit exclusion of these students. As a result of the election, UE was certified as the unit's exclusive representative on May 6, 1996.

#### **E. Treatment of Law Research Assistants since UE's Certification.**

UE and the Board of Regents have negotiated successive collective bargaining agreements since UE's certification. The parties have not treated law research assistants who work for faculty members as included in the unit or covered by the parties' bargaining agreement. On several occasions since 1996, UE questioned the unit status of certain appointments.

In August 1996, UE expressed concern about declining appointments and indicated that, for the college of law specifically, the University had removed 13 bargaining unit positions between the 1995-96 to the 1996-97 academic years. The University's October 3, 1996, response explained the parties' agreed-upon exclusions in part as follows:

. . . .

The professional schools, such as Law and Dentistry, present different cases for inclusion or exclusion from the bargaining unit as service is a required component of their academic programs. In at least one college (Dentistry), . . . Both colleges also used appointments as a means of financial aid for non-resident students.

. . . .

The College of Law has historically created graduate assistantships as a means of financial aid, especially for non-resident minority students with financial aid need. The College currently provides financial aid assistantships for students who work with professors on research, minorities who are accepted into the college, and students who work in non-academic types of positions (*e.g.* the library, etc.). Discussions between Mary Jo Small and Dean Hines



of the College of Law resulted in the following designations relative to the bargaining unit:

1. Those students who work in the non-academic types of positions (*e.g.* the library, bookstore, etc.) are to be included in the bargaining unit and are designated as FL1900 graduate assistants, paid consistent with the salary guidelines. A total of fourteen individuals have been appointed to these positions to date. Additional appointments may be made for 1996-1997.
2. Those students who assist professors with research as part of their learning experience are excluded from the bargaining unit under the 1B exclusion for the bargaining unit definition. This section of the unit definition specifically states that FL1900 Research Assistants whose appointments are primarily intended as learning experiences which contribute to the students' progress toward their graduate or professional program of study are excluded from the bargaining unit.
3. Minority students who are admitted to the College of Law receive assistance their first academic year exclusively as financial aid and are therefore excluded. During the second and third years these students assist professors with research as a part of their learning experience. As in number 2 above, these positions are excluded from the bargaining unit.

Thereafter, UE requested the status of specific student appointments for the 1995-96 and the 1996-97 academic years. In late 1996, the University provided UE with lists of 1997 research assistant appointments and their respective unit identity, *i.e.*, included or excluded. The students included in the unit were described as: Computer Support-Law Library, CLE Assistant – Bookstore; Book Store; CLE Assistant, Student Assistant to Alumni Director or Employed by IES. The University identified two students as excluded under the financial aid exclusion and fifteen as excluded under the learning experiences exclusion, twelve of whom were described as “student assistants” to faculty members.

In November 1996, the University informed UE about prior misclassifications it discovered and indicated it would correct those misclassifications for the 1996-97 academic year. Particularly significant to the instant proceeding, the University listed about a dozen “student assistants” who worked for faculty members, but who were “misclassified” as unit eligible. The University indicated these appointments would be classified as excluded from the unit for the 1996-97 academic year. Based on the record, UE did not disagree that “student assistants” who work for faculty members are unit eligible and are properly excluded from the unit.

In December 2001, UE filed a contract grievance alleging certain graduate employees at the college of law were not receiving the negotiated salary pursuant to the collective bargaining agreement. In response, the University referenced the parties’ prior agreement that research assistant positions created for the purpose of benefitting the student through financial aid, learning experiences, or academic credit are excluded from the unit. The University explained, in part:

In the application of [unit] definitions to graduate law assistants, the University took the following position: that graduate law assistants assigned to perform service in areas such as the book store, library or administrative functions in the law school were not considered exempt, but rather covered by the collective bargaining agreement with COGS. On the other hand, graduate law students who were assigned to assist faculty with research and/or writing activities were considered exempt as these activities were designed to be a learning experience consistent with agreed upon criteria. Also excluded from coverage were graduate law assistants who were receiving academic credit for their work activities in the law school. We believe the parties all clearly understood these provisions, and that their application resulted in the exclusion of

certain graduate assistants, including many of those at the College of Law. The College of Law did, however, include 10-12 appointments whose primary function was service.

The University's position and application of these terms at the law school have not changed since the original implementation of the bargaining unit. We continue to exclude those who receive academic credit and those assigned to assist individual faculty. The application of the unit exclusions reflects a common progression for law students recruited based upon the qualifications they bring to the college, and supported in their first year through fellowships. In the second year, these students may be financially supported through assignments to individual faculty, where they receive professional training outside the classroom setting. As third year students, they compete for assignments that provide academic credit or they may continue their training with individual faculty. While the first year students are admitted as fellows, the latter years they are appointed as law assistants exempt from the collective bargaining agreement. In contrast, those students whose work is primarily to provide service are clearly distinct, and are considered as being included under the terms of the contract.

The University further explained that some appointment reductions such as the creation of a professional bookstore manager position, which eliminated the need for law research assistants in the bookstore. The University acknowledged that it may have provided UE with incorrect data previously because of internal classification or coding errors rather than a substantive application of the agreed-upon exclusion criteria. The University denied its violation of the agreement and reiterated that it was administering the exclusion criteria consistent with the parties' original agreement. UE did not pursue the grievance further or seek to clarify the unit composition with PERB. UE and the University continued to discuss possible administrative procedures to remedy future misclassifications. In April 2002, the University proposed

that, at the beginning of each semester, it would provide UE with a written justification for any position excluded from the unit that had not been historically treated as such by the parties. There is no evidence that UE filed any further grievances regarding the application of the exclusion criteria.

As of fall 2017, the law school had approximately 470 students and 60 faculty members. For the 2017-18 academic year, there were 119 law research assistants assigned to work for faculty members. In the absence of these research assistantships, the University would not hire 119 employees to assist faculty members in the capacity of a law research assistant.

#### **F. Petitioner and Intervening Employees.**

At the time of the hearing before the ALJ, Petitioner Champion, and Intervenors Winterton, Cole and Khalil (Petitioner and Intervenors collectively referred to at times as “students”) were all nonresident law students at the University and also employed by the University as quarter-time law research assistants to faculty members. Upon their acceptance to the University’s law school, they were all guaranteed, but not required to accept, an appointment as a law research assistant in the second and third year of law school (subject to the below-discussion on their financial aid packages).

Along with the acceptance letters, the University provided information regarding the research assistant appointment offered. The purpose of the position was described as “primarily intended as learning experiences that contribute to the student’s progress toward a program of study.” The students

were informed the assistantship would provide an opportunity to enhance their legal education through professional training as legal employees, add experience to their resume, and provide mentoring and opportunity to form lasting professional relationships with law school faculty. The students were informed that no academic credit would be earned for their work.

Upon the acceptance, the students were awarded financial aid packages. They were provided scholarships to cover nonresident tuition costs for their first year of law school. In their second and third years, however, the students were informed their scholarship awards would only cover resident tuition costs. To make up the difference between nonresident and resident tuition rates, the students were guaranteed a research assistant position as part of their financial aid packages. This position qualified the students for resident tuition in the second and third year of law school pursuant to Board of Regents' policy. Thus, the amount of the financial aid the students received in the second and third year of law school was based on their acceptance of the research assistant position. By accepting their guaranteed assistantships, the students were assessed resident tuition. For the 2017-18 academic year, the yearly resident tuition was \$24,650 and the nonresident tuition was \$42,390. The students' guaranteed appointments provided them with a tuition reduction of about \$9,370 per semester of \$18,740 per academic year.

Available research assistant positions are advertised on the University's career website. Students can apply for positions with faculty members who teach in their legal area of interest. However, in instances where the University

guaranteed a position, but the student is unable to secure one, the University creates a position and pairs the student with a faculty member. In their positions as law research assistants, the students performed tasks such as conducting legal research on various topics, compiling research findings in legal memoranda, checking legal citations and assisting in preparation of presentations on legal topics. The specific work they performed was directed by their assigned faculty members.

For their work as quarter-time law research assistants, the students received a salary of \$1,087.50 per semester, paid monthly. They were expected to work ten hours weekly during the academic year and required to report their hours through the University's time-reporting system. In instances when a law research assistant does not meet the ten-hour weekly requirement, the student is still paid at the quarter-time appointment salary rate. Furthermore, as long as the student is classified as a quarter-time law research assistant, the student continues to qualify for the Board of Regents' resident tuition reduction. In instances when a quarter-time research assistant fails to work a minimum of ten hours a week, the University has the option to require the student to pay the additional tuition. However, the University has never exercised this option once the tuition reduction is granted.

During the 2016-17 academic year, Winterton, Cole and Khalil completed the required 300 hours (ten hours per week). Champion, however, only reported working 136 hours during that same academic year. Nevertheless, Champion continued to be treated as a quarter-time law research assistant for

the purposes of compensation and the tuition reduction. Just like the Intervenors who had completed the required hours, Champion received the same salary compensation and the tuition reduction to the resident tuition rate. The University did not require Champion to pay the difference between the nonresident and resident tuition. Champion was also employed as a quarter-time law research assistant during the 2017-18 academic year. The record does not reveal that Champion failed to meet the weekly hours requirement during the 2017-18 academic year.

## **II. CONCLUSIONS OF LAW.**

### **A. Champion's Standing to File Petition.**

As a preliminary matter, the ALJ correctly denied the Board of Regents' challenge to Champion's standing to file this unit clarification petition. The Board of Regents asserts Champion is not a party permitted to file such a petition pursuant to PERB rule 621—4.7. Specifically, the Board of Regents argues Champion did not work at least ten weekly hours during the 2016-17 academic year, as parenthetically expressed in the unit description, to meet the "threshold" requirement for unit inclusion. Thus, the State maintains Champion was not an "affected public employee" permitted to petition for unit clarification.

Based on the record, we agree with the ALJ's determination that unit eligibility is based upon the student's appointment rate, *i.e.*, twenty-five percent or more appointment, rather than actual hours the student worked thereafter. The parties have historically and appropriately determined a



student's inclusion at the beginning of the academic year based on the appointment rate. The parties would be unable to administer the collective bargaining agreement otherwise. As the ALJ noted, with a twenty-five percent or more appointment, students received their negotiated compensation and reduced tuition throughout the year regardless of hours worked.

A student's appointment rate is the controlling status, not hours, for determining unit inclusion and corresponding benefits. For these reasons, the ALJ correctly concluded Champion had standing under PERB rule 621—4.7 to file this unit clarification petition.

#### **B. Legal Principles of Unit Clarification.**

The purpose of a unit clarification proceeding is to discern what positions are “encompassed by the wording of the present bargaining unit description.” *Clay Cnty. & Int’l Union of Operating Engineers, Local 234*, 2011 PERB 8290 at 5 (quoting *Eastern Iowa Cmty. Coll. Higher Educ. Ass’n & Eastern Iowa Cmty. Coll. Dist.*, 1982 PERB 2110)). If the description unambiguously includes or excludes a position at issue, the inquiry ends. *Woodbury Cnty. & Commc’n Workers of Am., Local 7177 & AFSCME Iowa Council 61*, 2015 PERB 8792, 8794 & 8795 at 13; *Clay Cnty.*, 2011 PERB 8290 at 5. However, if the unit description is ambiguous with regard to the position’s status then examination of other probative factors is required. *Woodbury Cnty.*, 2015 PERB 8792, 8794 & 8795 at 13. PERB has set forth the following guidance with respect to probative factors:

. . . attention is turned to other factors which might be probative of whether the position falls within the determined unit, including such matters as whether it has traditionally been treated as such, whether similar positions or persons who perform similar duties are included in the unit, and like factors. But again, the focus is on those matters probative of whether the position is and has been in the bargaining unit, not whether it should be or should have been placed in the bargaining unit.

*Id.*

### **C. Analysis.**

In this case, the question presented by Champion's clarification petition is whether quarter-time law research assistants who work for faculty members are included within the bargaining unit. Our first task is to discern whether the unit description unambiguously includes or excludes this position. If the text of the description does not resolve the question, then we look to other probative factors.

The student's quarter-time or more appointment is an unambiguous requirement for unit inclusion and is not at issue in this case. However, the law research assistants' status is not resolved by an examination of the remaining bargaining unit description. We agree with the ALJ's determination that the unit description does not unambiguously include or exclude the law research assistants who work for faculty.

At first blush, a literal reading of the unit description that includes students who "provide services to the University in exchange for salary compensation" is seemingly unambiguous. However, what constitutes "services" that qualify is capable of differing interpretations as demonstrated by

the parties' dispute. The students assert they provide qualifying services for the law professors while the Board of Regents disagree and contend the students' services do not fulfill a business need of the University to constitute qualified services.

The parties also dispute the purpose of the students' appointments and whether the unit description excludes Champion, the Intervenors, and other law research assistants who work for faculty. Based on the listed exclusions, we are unable to discern whether the law research assistants are excluded without some additional inquiry or examination of their meaning and applicability to certain assignments. Overall, the description of the bargaining unit does not unambiguously include or exclude law research assistants who work for faculty and requires our examination of other probative factors.

Other probative factors resolve the ambiguities and support the Board of Regents' position that the law research assistants who work for faculty are excluded from the bargaining unit. First, both parties have treated these law research assistants as students who are excluded from the bargaining unit. Second, evidence establishes that the primary purpose of these appointments is to provide the students with learning opportunities or to provide the appointment as part of financial aid.

The parties have historically and unequivocally treated the law research assistants who work for faculty as students excluded from the bargaining unit. From the beginning of the unit determination in 1994, the parties agreed that law research assistants who worked at the library, bookstore, or computer lab

were unit eligible because they provided a service that would have required the University to hire an employee instead. They also agreed the law research assistants who worked for faculty were excluded based on one or more of the exceptions. The parties followed this same treatment of unit eligibility of law research assistants with the official voter list that was submitted to PERB in 1996. In subsequent communications, the University maintained this position without objection from UE. In 2001, the University reiterated its understanding and this same interpretation of the law research assistants in response to a grievance filed by UE. UE did not pursue the grievance alleging certain law students did not receive the negotiated salary. The parties have consistently treated the law research assistants who work for faculty as unit ineligible.

As the record establishes, another probative factor is that the primary purpose for these particular law research appointments is to provide a learning experience for the students or to provide the appointments as part of a structured financial aid package. The University addressed these two purposes and the unit exclusion of the law research assistants in its communication to UE on October 3, 1996. When Champion and the Intervenors were accepted to the University and offered research assistant positions, they were informed their appointments were “primarily intended as learning experiences.” Their financial aid packages were structured to enable the students to pay resident tuition based on their appointments. Champion and the Intervenors agreed they accepted their appointments in order to receive the tuition reduction,

which amounted to approximately \$18,740 for each in the 2017-18 academic year. The record demonstrates that the primary purpose of these law research appointments is to provide learning experiences and financial aid.<sup>2</sup> The parties had agreed that law research appointments for these two primary purposes are ineligible for unit inclusion.

We understand Champion and the Intervenors' arguments as to the benefit of service they provide to the University and the similarity of work they perform in comparison to other students in the unit. However, their arguments are relevant to a unit amendment proceeding and are misplaced in this unit clarification proceeding when the evidence overwhelmingly establishes their positions were historically, specifically, and unequivocally excluded from the unit.

The evidence does not support finding that the law research assistants who work for faculty have been traditionally treated by the parties as within the present bargaining unit. Nor is there evidence of any other factor indicative of their inclusion in the unit. Based on the record, the law research assistants who work for faculty are not and have not been in the presently constituted bargaining unit.

Accordingly, we hereby issue the following:

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<sup>2</sup> There may a few instances where the law research assistants who work for faculty receive academic credit.

**ORDER**

Richard Champion's petition for clarification of bargaining unit is  
DISMISSED.

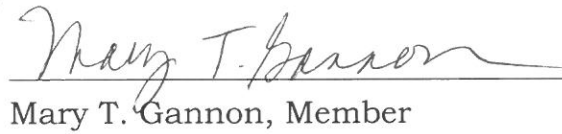
DATED at Des Moines, Iowa this 22nd day of April, 2020.

PUBLIC EMPLOYMENT RELATIONS BOARD



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Jamie K. Van Fossen, Member



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Mary T. Gannon, Member

Original filed EDMS.