

II. INTRODUCTION

The undersigned was selected by mutual agreement of the parties to conduct an impasse arbitration hearing under the statutory impasse procedures of the Iowa Public Employment Relations Act, Sections 20.19 and 20.22. The hearing was held Thursday, February 26, 2015 at the Airport Holiday Inn, 6111 Fleur Drive, Des Moines, Iowa. The hearing was formally opened at 9:45 a.m. and closed at 4:15 p.m. after both parties' presentation of evidence and oral argument. The parties agreed that this opinion and award be delivered by electronic mail at 9:00 a.m., on Saturday, March 14, 2015.

III. BACKGROUND

AFSCME Iowa Council 61 (hereafter also referred to as "Union" or "Council 61") is a public employee union representing approximately 18,000 state employees. Negotiations between Council 61 and The State of Iowa (hereafter also referred to as "Employer" or "State") for a new two-year contract for 2015-2017 were successful except for wages and health insurance. (Union Opening Statement).

The parties agree that there are two impasse subject categories presented to the arbitrator: wages, and health insurance. And the parties agree that the arbitrator's authority is limited to selecting from one or the other final offers, by impasse subject category, and that it is the statutory duty of the arbitrator to select the more reasonable final offers.

Section 22, Paragraph 7 of the Iowa Public Employment Relations Act directs that the arbitrator shall consider, in addition to any other relevant factors, the following:

1. Past collective bargaining contracts between the parties including the bargaining that led up to such contracts.

2. Comparison of wages, hours and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.
3. The interests and welfare of the public, the ability of the public employer to finance economic adjustments and the effect of such adjustments on the normal standard of services.
4. The power of the public employer to levy taxes and appropriate funds for the conduct of its operations.

The undersigned arbitrator has taken into consideration the above criteria in arriving at this award.

IV. ANALYSIS AND OPINION OF ARBITRATOR

Two years ago, these parties submitted health insurance as the sole impasse subject for final offer arbitration before Arbitrator Marvin Hill. His award, dated March 5, 2013, was referenced repeatedly by both parties during this hearing and has been instrumental in guiding the parties during negotiations regarding their successor 2015-2017 contract. (Union Ex. #E; State Ex. #3). In that proceeding, the parties agreed to a wage freeze for two years and presented health insurance as the only impasse subject for final offer arbitration. In summary, the State's final offer to Arbitrator Hill was to increase employee contributions toward monthly premiums for singles, families and double spouses and to implement a wellness program with an incentive for employees participating in that wellness program to lower the cost of their monthly health insurance premium.¹ The Union's final offer to Arbitrator Hill was to make no changes to health insurance. Arbitrator Hill awarded the Union's final offer on health insurance, that there be no changes to health insurance ("status quo"), for the 2013-2015 contract term.

¹ Please refer to Hill Arbitration Award, 2013, for more specific details.

In November of 2014, the parties exchanged offers for their successor 2015-2017 contract. On November 10, 2014, the Union initially proposed two percent (2.0%) across-the-board increases on July 1, 2015; January 1, 2016; July 1, 2016 and January 1, 2017 with no changes to step increases and no changes to health insurance (“status quo”). (State Ex. #5; Union Ex. #F). On November 24, 2014, the State initially proposed one percent (1.0%) across-the-board increases on July 1, 2015 and July 1, 2016 with step increases of two percent (2.0%), down from four and one-half percent (4.5%) within-grade step increases. (State Ex. #1; Union Ex. #G). On health insurance, the State’s initial offer was for employees to pay twenty percent (20%) of the cost of their monthly premiums and the implementation of a wellness program that would provide monthly “dollar reductions” applied to the employees who meet the requirements of the wellness program.

Not to oversimplify, but the parties’ initial offers on health insurance were very similar to their positions in the Hill Arbitration while their initial offers on wages were increased from zero percent (0.0%), which had been agreed to by the parties two years ago, to the State offering a two percent (2.0%) increase and the Union proposing an eight percent (8.0%) increase (over two years).²

Subsequent bargaining between the parties has resulted in significant progress toward mutual agreement. To this end, Appendix “A” is the parties’ 2015-2017 successor tentative agreement which, at the direction of the parties, the arbitrator incorporates as part of a “stipulated award” in this proceeding.

² This is a simplification of the parties’ initial offers regarding the two subjects that remain at impasse at this arbitration. However, specific details, as well as the many other differences between the initial offers are not necessary to be discussed.

The parties have agreed to health insurance plan design changes which will result in employees paying more for their health care and reducing the cost of health care insurance to the State. As explained *infra*, these plan design changes agreed to by the parties will result in several millions of dollars of savings for the State over the next two years. These savings to the State will be the consequence of increased costs paid by the employees which reflect a breakthrough in bargaining for the parties and not an insignificant change in the parties' past bargaining history over health insurance.

Increases to employee contributions toward health insurance premiums and implementation of a wellness program are at the heart of the health insurance impasse. The Union is proposing to change its past bargaining history and is offering that employees begin to pay twenty dollars (\$20.00) a month toward any plan and coverage level selected. The Union is offering no proposal on a wellness program. (State Ex. #6; Union Ex. #H). The State is proposing that employees contribute ten percent (10%) toward the premiums of any plan effective January 1, 2016 and fifteen percent (15%) toward their premiums effective January 1, 2017. With the State to provide a wellness program and employees who meet the requirements of the wellness program would receive a sixty-one dollar (\$61.00) monthly reduction applied to their portion of the health insurance premium cost in the first plan year and a seventy-five dollar (\$75.00) monthly reduction to their portion of the health insurance premium cost in the second plan year. (State Ex. #2; Union Ex. #I).

The State's final offer on wages at this arbitration is two and one-half percent (2.5%) across-the-board on July 1, 2015; two and one-quarter percent (2.25%) across-the-board on July 1, 2016; one and one-quarter percent (1.25%) across-the-board on January

1, 2017, and with no reduction to current step increases. The Union's final offer on wages at this arbitration is two percent (2.0%) across-the-board on July 1, 2015; one percent (1.0%) across-the-board on January 1, 2016; two percent (2.0%) across-the-board on July 1, 2016 and one percent (1.0%) across-the-board on January 1, 2017. (State Ex. #2 and #6; Union Ex. #H and #I).

It is apparent that this impasse is not due, directly, to the parties' final offers on wages. Over the two years of the contract term, they are each proposing six percent (6.0%) across-the-board increases and no other changes to wages. Only the incremental timing of the increases differs. The Union offered an exhibit that calculated the actual percentage and dollar differences between the two final wage offers for an employee earning a \$40,000 base salary as 6.131% (Union final wage offer) versus 6.116% (State final wage offer) or \$5.95 difference between the two final wage offers over the term of the two-year contract. (Union Ex. #J).

The State's testimony and exhibits to support its position that its final offers are more reasonable than the Union's final offers are similar to those submitted to Arbitrator Hill, updated in time. The Union also supports its position that its final offers are more reasonable than the State's final offers with testimony and exhibits that are similar to those submitted to Arbitrator Hill, updated in time. (State Ex. #9 and #10; Union Ex. #K). To summarize, the State tends to focus on the percentage amount that employees pay toward health insurance premiums and includes states that do not collectively bargain health benefits whereas the Union tends to emphasize the dollar amount that employees and employers pay toward health insurance and focuses on states that collectively bargain. External comparability does not automatically resolve the arbitrator's selection

of the more reasonable final offers. As to internal comparability, the State has addressed some of Arbitrator Hill's observations and non-bargaining employees do now contribute twenty-percent (20%) toward their health insurance premiums with an offset to their monthly premiums if they participate in a wellness program. State Exhibit #17 explains the current wellness program for those employees choosing to participate to receive the wellness incentive payments. Non-bargaining employees (and the SPOC unit) received one-percent (1.0%) wage payments, not added to the base, on July 1, 2013; January 1, 2014; July 1, 2014 and January 1, 2015. (State Ex. #22). However, similar to external comparability, internal comparability does not definitively resolve the arbitrator's selection of the more reasonable final offers.

The parties are in virtual agreement on the costing of their final offers. As discussed *supra*, the difference in the wage final offers is not significant. The projected savings to the state from the agreed health insurance plan design changes is approximately \$15.7 million over the successor two-year contract. The projected savings to the State from the Union's offer that employees currently paying less than \$20 per month for any health insurance plan will pay a minimum of \$20 monthly is projected to save approximately \$7.8 million over the successor two-year contract for a total projected savings of \$23.5 million. (Union Ex. #K, p. 78). The State's proposed 10% and 15% employee contributions (minus wellness incentives) is projected to save the State an additional \$23,976,778 over the next two years (State Ex. #21). The State is not advancing an inability to pay argument regarding the final offers.

State Exhibit #18 reports increased costs to employees of its 10% and 15% premium contributions final offer and State Exhibit #19 offers an attempt to "summarize"

hundreds of pages of data regarding the dollar impact of its health insurance proposal on the “average” employee. State Exhibit #20 reports the dollar impact of its premium proposal (90-10 in year one and 85-15 in year two) on an employee with family health insurance and single health insurance (assuming 100% wellness participation).

Union Exhibit #K, p. 86, submits an end of contract comparison of the Union’s final offers (wages and health insurance) with the State’s final offers (wages and health insurance) for Blue Access Enrollees (where most employees are enrolled for health insurance). This exhibit projects that the end of contract result for an employee with single health insurance earning \$40,000 at the start of the two-year contract (immediately before the July 1, 2015 across-the-board increase) would experience an end of contract increase of \$1,841 under the Union’s final offers and an end of contract increase of \$1,785 (\$56 less) under the State’s final offers. And that an employee with family health insurance earning \$40,000 at the start of the two-year contract would experience an end of contract increase of \$1,343 under the Union’s final offers and an end of contract loss of \$310 (\$1,653 less) under the State’s final offers.

When evaluating the reasonableness of each party’s final offers, a significant difference from the parties’ impasse two years ago is that the Union has agreed to several plan design changes during the current negotiations and is proposing to increase employee contributions toward employee health insurance premiums, rather than maintaining the status quo on health insurance.

The Union’s agreement to plan design changes for health insurance is a significant change from past bargaining history and the Union’s final offer to increase employee contributions toward the cost of their health insurance premiums is significant

when considering the reasonableness of the parties' final offers.³ While the State's wellness program proposal has more detail than when it was presented as part of its final offer to Arbitrator Hill, there is still too little experience with the wellness program for a neutral to award this as part of a final offer on health insurance over the Union's objections. This is especially true given the Union's agreement to plan design changes and its final offer that employees begin to pay twenty dollars (\$20.00) per month toward the cost of their health insurance premiums, which is a significant change from its past bargaining history on health insurance. There is reason to believe that future bargaining will result in the design of a wellness program that is agreeable to both parties.

The undersigned arbitrator subscribes to the proposition that the relevant literature indicates that arbitrators attempt to issue awards that reflect the position the parties would have reached if left to their own impasse devices.⁴ To that end, the undersigned arbitrator selects the Union's final offer on health insurance and the State's final offer on wages as the more reasonable final offers by impasse subject category.

³ As mentioned earlier, Arbitrator Hill's award, two years ago, offered much guidance to the parties regarding the parties' "burdens" in Iowa arbitration and the focus of an arbitrator in an impasse dispute.

⁴ Hill Arbitration Award, 2013, p. 23.

V. AWARD

For the reasons set forth above, the undersigned arbitrator hereby awards the Union's final offer on health insurance and the State's final offer on wages.

Dated this 14th day of March
2015, Evanston, Illinois.

Respectfully submitted,


Curtiss K. Behrens
Arbitrator

CERTIFICATE OF SERVICE

I certify that on the 14th day of March, 2015, I served the foregoing Opinion and Award by Arbitrator upon each of the parties by electronic transmittal to the representatives below at the noted e-mail addresses on or about 9:00 a.m., March 14, 2015.

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I further certify that on the 14th day of March, 2015, I submitted this Opinion and Award by Arbitrator for filing by mailing it to the Iowa Public Employment Relations Board (PERB), 510 East 12th Street, Suite 1 B, Des Moines, Iowa 50319.

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PUBLIC EMPLOYMENT
RELATIONS BOARD


Curtiss K. Behrens
Arbitrator

“APPENDIX A”

SUCCESSOR COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE STATE OF IOWA (EMPLOYER)

AND

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

MASTER SUCCESSOR CONTRACT FOR THE
FOLLOWING BARGAINING UNITS:

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

EFFECTIVE JULY 1, 2015 THROUGH JUNE 30, 2017

(ADOPTED AS PART OF A STIPULATED AWARD)

AFSCME Iowa Council 61
MASTER AGREEMENT / ARBITRATOR SUPPLEMENTAL
FEBRUARY 14, 2015

2015~~{2013}~~ - 2017~~{2015}~~

COLLECTIVE
BARGAINING
AGREEMENT

BETWEEN

THE STATE OF IOWA

AND

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

MASTER CONTRACT
for the following bargaining units

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

Effective: July 1, 2015~~{2013}~~ through June 30, 2017~~{2015}~~

ARTICLE I
AGREEMENT

This Agreement made and entered into this 1st day of July 2015 ~~{2013}~~, 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. Current Contract Language
- 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, {temporary employees who are employed for four (4) months or less per year,} and all other employees specifically excluded by the provisions of Chapter 20 of the Code of Iowa.
- C. Current Contract Language
- D. Current Contract Language

Section 2 Dues Deduction

- A. Current Contract Language
- B. Current Contract Language
- C. Current Contract Language
- D. Current Contract Language
- E. Current Contract Language

F. The Employer shall submit to the Union, with each remittance of deductions, a list of all employees having such deductions, including all information presently provided by each department and agency. On a monthly basis, and at no cost to the Union, the Employer shall provide the Union with information ~~a computer tape or diskette, whichever is mutually agreeable, which~~, in an electronic format agreeable to both parties, which shows each bargaining unit employee's name, home address, home number in the public domain, payroll number, work location, work number (if available), pay grade, step, and hourly wage rate, as well as a header tape with insurance information, and any other information mutually agreed to. Each time the ten (10) digit payroll header file is changed, but no less than annually, the Employer shall provide the Union with a list showing the header codes and code key. ~~For those employee groups, such as employees of Community Based Corrections, Iowa School for the Deaf, and Iowa Braille and Sight Saving School, where a computer tape is not available on a monthly basis, the Employer will, at no cost to the Union, provide the Union with a diskette showing the above information.~~

G. Current Contract Language

H. Current Contract Language

Section 3 Bulletin Boards

Current Contract Language

Section 4 Union Leave

Current Contract Language

Section 5 Union Conventions and Conferences

Current Contract Language

Section 6 Union Activity

Current Contract Language

Section 7 Discrimination

Current Contract Language

Section 8 Union Activity Protection

Current Contract Language

Section 9 Union Visitation

Current Contract Language

Section 10 No Reprisal
Current Contract Language

Section 11 Electronic Communication
Current Contract Language

Section 12 New Employee Orientation
Current Contract Language

**ARTICLE III
MANAGEMENT RIGHTS**

Current Contract Language

**ARTICLE IV
GRIEVANCE PROCEDURE**

Section 1 Definition

A. Current Contract Language

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

C. Current Contract Language

D. Current Contract Language

E. Current Contract Language

Section 2 Grievance Steps

Current Contract Language

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 ~~to~~ 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. In order to be considered timely, a discharge grievance must be scheduled for an arbitration hearing no later than one hundred twenty (120) days 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. In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.

Section 4 Retroactivity

Current Contract Language

Section 5 Exclusive Procedure

Current Contract Language

Section 6 Names of Stewards and Management Representatives

Current Contract Language

Section 7 Representation

Current Contract Language

Section 8 Processing Grievances

Current Contract Language

Section 9 Discipline and Discharge

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

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

(See Appendix K for discipline related to attendance)

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

The Employer shall provide written notification to affected employees prior to beginning an investigation into allegations of child abuse pursuant to Chapter 235A of the Code of Iowa and allegations of dependent adult abuse pursuant to Chapter 235B of the Code of Iowa and at the conclusion of such investigation.

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

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

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

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

Section 10 Exclusion of Probationary Employees
Current Contract Language

Section 11 Exclusion of Grievant
Current Contract Language

Section 12 Exchange of Information for Processing Grievances
Current Contract Language

Section 13 Resolution of Timeliness Arbitrability Issues
Current Contract Language

Section 14 Grievance Resolution Improvement Process (GRIP)
Current Contract Language

**ARTICLE V
SENIORITY**

Current Contract Language

ARTICLE VI
LAYOFF PROCEDURE

Section 1 Application of Layoff

The Union recognizes the right of Management to layoff or to reduce the hours of employment in accordance with the procedures set forth in this Article. Such procedures shall not apply to:

- A. Temporary layoff of ~~fless than~~ 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 ~~working~~ days, the parties shall meet and agree upon temporary layoff procedures. During all temporary layoffs the Employer agrees that ~~the~~ 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 M); and/or
- B. Current Contract Language
- C. Employees with an academic year appointment at institutions and schools, during recesses in the academic year and/or summer; and/or
- D. Current Contract Language

Section 2 General Layoff Procedures

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

- A. Current Contract Language
- B. Current Contract Language
- 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 layoff with the most senior volunteer(s) being accepted. Employees may volunteer only with the agreement of the President of AFSCME Iowa Council.
- D. Current Contract Language
- E. Current Contract Language
- F. Current Contract Language
- G. Current Contract Language
- H. Current Contract Language

I. Current Contract Language

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 designate up to twenty-five (25) other classes for purposes of recall, provided he/she meets the qualifications and/or passes the applicable DAS-HRE merit or BOR merit test, and identifies specific counties to which the employee will accept recall. All other recall provisions of (I) above shall apply.

K. [J.] Current Contract Language

L. [K.] Current Contract Language

~~{Section 3 Temporary Layoff Procedures~~

~~A. When the Employer determines that a temporary layoff must be implemented, the Employer will determine the total number of days. The temporary layoff shall not exceed ninety (90) consecutive calendar days [thirty (30) calendar days for Professional Fiscal & Staff (PFS) (Appendix Q) and Blue Collar bargaining unit] per employee, per State fiscal year and shall not carry contiguously into the following fiscal year.~~

~~B. Employees will be temporarily laid off by seniority within the entire classification series and temporary layoff unit as follows:~~

~~DOC: Institutions, Central Offices, and IPI (Plants)~~

~~CBC: Districts~~

~~DOT: Ames/Des Moines Complex and Districts (but not more than fifty percent (50%) of any work unit).~~

~~DHS: Institutions, Central Office, Service Areas~~

~~IVH~~

~~IWD: (see Appendix T)~~

~~DAS: Statewide~~

~~All other State Agencies: Divisions, Districts or Regions and Institutions.~~

~~No more senior employee may be subject to the temporary layoff until the preceding less senior employee (within the classification series and temporary layoff unit) is scheduled for the maximum number of temporary layoff days. Employees shall receive a minimum of fourteen (14) calendar days' notice of temporary layoff.~~

~~C. No more than thirty percent (30%) of the employees in the temporary layoff unit may be temporarily laid off in any fiscal year.~~

~~D. 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. No more senior employee (except volunteers) may be subject to the temporary layoff until the preceding less senior employee (within the classification series and temporary layoff unit) is scheduled for ninety (90) consecutive days.~~

~~E. 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.~~

~~F. This section does not apply to Regents. For Regents, see Appendix M.]~~

ARTICLE VII TRANSFERS

Current Contract Language

ARTICLE VIII HOURS OF WORK

Section 1 Work Schedules

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

A. Current Contract Language

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

C. Current Contract Language

D. Current Contract Language

Section 2 Overtime
Current Contract Language

Section 3 Meal Periods
Current Contract Language

Section 4 Rest Periods
Current Contract Language

Section 5 Wash-Up Time
Current Contract Language

Section 6 Shift Differential
Current Contract Language

Section 7 Standby
Current Contract Language

Section 8 Call-Back Time
Current Contract Language

Section 9 Travel Between Work Sites
Current Contract Language

Section 10 Scheduling of Volunteer Emergency
Current Contract Language

Section 11 Volunteer Firefighters
Current Contract Language

Section 12 Med Passer Differential
Current Contract Language

ARTICLE IX
WAGES AND FRINGE BENEFITS

Section 1 Wages
Arbitration Hearing 2/26/2015 and 2/27/2015

Section 2 Deferred Compensation
Current Contract Language

Section 3 Selected IRS Pre-Tax Benefits
Current Contract Language

Section 4 Health Benefits
Arbitration Hearing 2/26/2015 and 2/27/2015

Section 5 Dental Benefits
Current Contract Language

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 ~~{Industrial Commission}~~ 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. Current Contract Language

Section 7 Life Insurance
Current Contract Language

Section 8 Disability Insurance
Current Contract Language

Section 9 School Year Employees
Current Contract Language

Section 10 Sick Leave
Current Contract Language

Section 11 Paid Annual Leave of Absence (Vacation)
Current Contract Language

Section 12 Holidays
Current Contract Language

Section 13 Travel and Lodging
Current Contract Language

Section 14 Payday
Current Contract Language

**ARTICLE X
LEAVES OF ABSENCE**

Section 1 Eligibility

Current Contract Language

Section 2 Request Procedure

Current Contract Language

Section 3 Leaves of Absence Without Pay

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

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

(Community Based Corrections, see Appendix S)

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

I. Catastrophic Illness Contributions

Employees may donate accrued annual leave, compensatory leave or holiday leave time to benefit another State employee suffering from a catastrophic illness. Leave shall be donated in no less than one (1) hour increments. The contributing employee must identify the specific amount of leave donated and the name of the recipient of the donated leave on forms provided by the Employer for this purpose. Leave donated to another State employee pursuant to this provision shall be ~~irrevocably~~ credited to the recipient's sick leave account.

Section 4 Paid Leaves of Absence
Current Contract Language

**ARTICLE XI
MISCELLANEOUS**

Section 1 Work Rules
Current Contract Language

Section 2 Access to Personnel
Current Contract Language

Section 3 Special Expenses
Current Contract Language

Section 4 Payment of Employee Moving Expenses
Current Contract Language

Section 5 Tuition and Related Reimbursements
Current Contract Language

Section 6 Severe Weather/Emergency Closings
Current Contract Language

Section 7 Training
Current Contract Language

Section 8 Identification Cards
All employees shall receive identification cards~~[,]~~ which will be unique[,] in appearance[,] and for employees['] only. The Employer will replace at no cost all identification cards that wear out, and will replace one (1) identification card a year at no cost that is lost by the employee.

Section 9 Time Sheets
Current Contract Language

Section 10 Retention of Disabled Employees
Current Contract Language

Section 11 Performance Evaluation
Current Contract Language

~~{Section 12 Contracting and Job Security}~~
Moved to Article VI

Section 12~~{13}~~ Work Areas
Current Contract Language

Section 13~~{14}~~ Employee Assistance Program
Current Contract Language

Section 14~~{15}~~ Labor/Management Meetings
Current Contract Language

**ARTICLE XII
HEALTH AND SAFETY**

Current Contract Language

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

**ARTICLE XIV
GENERAL**

Current Contract Language

TERMINATION OF AGREEMENT

The terms and conditions of this Agreement shall continue in full force and effect commencing on July 1, 2015 ~~{2013}~~, and terminating on June 30, 2017 ~~{2015}~~, unless the parties mutually agree in writing to extend any or all of the terms of this Agreement. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled.

Negotiations for a new Agreement shall commence on or before November 30, 2016 ~~{2014}~~. In the event the parties fail to reach an agreement by January 1, 2017 ~~{2015}~~, mediation shall be requested. In the event the parties are still at impasse on February 1, 2017 ~~{2015}~~, the dispute shall be submitted to final and binding arbitration. In the event the dispute is submitted to arbitration, the arbitrator's decision shall be rendered by no later than March 15, 2017 ~~{2015}~~. The parties may mutually agree to eliminate or modify any of the above impasse procedures.

APPENDIX A PAYGRADES AND CLASSIFICATION
PAYGRADES AND CLASSIFICATIONS

Current Contract Language with the addition of Current Education
Bargaining Unit Paygrades

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: Current Contract Language
2. Human Services: Current Contract Language
3. Transportation:
Districts
Ames/Des Moines Complex (including the Motor Vehicle
Enforcement Office of the Motor Vehicle Division and the
Bureau of Investigation & Identity Protection of the
Motor Vehicle Division).
- ~~4. Department of Administrative Services:
Information Technology Enterprise
All Other Enterprises considered together as one
organizational/employing unit
Information Technology Enterprise
All Other Enterprises considered together as one
organizational/employing unit
Core/Finance
Human Resources Enterprise
General Services Enterprise
State Accounting Enterprise
Central Procurement Enterprise & Fleet Services~~
- ~~4~~5. Iowa Workforce Development: Current Contract Language
- ~~5~~5. Corrections: Current Contract Language
- ~~6~~7. Community Based Corrections: Current contract language
- ~~8. Rebuild Iowa Office one organizational/employing unit Public
Health:
Bureau/Center
Office of the Director or Division Director (Direct Report)
Division of Tobacco Use Prevention and Control
Iowa Board of Medicine
Iowa Board of Nursing
Iowa Board of Pharmacy
Iowa Dental Board~~

~~Iowa Office of the State Medical Examiner}~~

~~{9. Department of Education:~~

~~Bureau}~~

~~{10. DIA:~~

~~State Public Defender:~~

~~Central Administration~~

~~Appellate Defender~~

~~Local Public Defender Offices~~

~~Racing and Gaming:~~

~~Central Administration~~

~~Facility~~

~~All other divisions by division}~~

~~{7. Vocational Rehabilitation - Disability Determination Services:~~

~~Central Office}~~

~~7{9}~~. All other State agencies: Current Contract Language

APPENDIX B2 COMMUNITY BASED CORRECTIONS

Current Contract Language

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 ~~{sixty (60)}~~ 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. Current Contract Language

c. Current Contract Language

d. 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 ~~{a new application is submitted}~~ and that only dependents allowed by the event are added to or removed from coverage. A change may be made if action is taken ~~{a new application is submitted}~~ 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

When an employee accepts a job with the Employer in another part of the state where the employee's plan is not available, the employee will be allowed to change to another plan.

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 ~~{submit an application form to the carrier to}~~ 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 ~~{submit the application for}~~ 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.

~~{e. The DAS HRE Chief Operating Officer may conduct or research health benefit related projects of limited duration and scope designed to improve the quality, access or affordability of the health benefit program for State employees. This provision includes, but is not limited to, development and implementation of a joint purchasing project among other public and private sector health benefit purchasers.}~~

2. Dental Benefits Plan

a. New Employees

New employees may enroll in single or family coverage within ~~{sixty (60)}~~ thirty (30) calendar days of their date of employment.

b. PROMISE Employees

Current Contract Language

c. Enrollment and Change Period

Current Contract Language

d. 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 ~~{application is made}~~ 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 ~~{an application is submitted}~~ 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 ~~{enrollee}~~ must enroll in ~~{submit an application form to change to}~~ 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 ~~{submit the application for}~~ 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 C-1
HEALTH BENEFITS
REVIEW COMMITTEE**

During the term of this Agreement, a health benefits review committee shall be formed. The committee shall be comprised of seven (7) Union representatives appointed by the President of AFSCME Iowa Council 61, and seven (7) employees representing the Employer appointed by the Chief Operating Officer of DAS-HRE in consultation with the State Court Administrator. The Employer's representatives shall elect one (1) co-chair and the Union's representatives shall elect one (1) co-chair.

The committee will focus its efforts on three main issues: quality (defined as appropriate utilization and communication), employee education and cost containment.

The committee shall meet once every six (6) months ~~each quarter~~ during the term of the Agreement to discuss agenda items defined by the co-chairs in advance of the committee meeting. Each committee meeting shall last no longer than two (2) hours. Union representatives participating in the meetings shall be in pay status for travel time and the time spent in such meetings. Attendance at such meetings shall not make an employee eligible for overtime pay if attendance occurs on the employee's day off, or starts before or extends beyond the employee's scheduled work day. Participants shall be reimbursed for mileage and meal expenses by AFSCME Iowa Council 61.

**APPENDIX D
DENTAL BENEFIT COVERAGE**

Current Contract Language

**APPENDIX E
RELOCATION REIMBURSEMENT**

Current Contract Language

**APPENDIX F
AIRPORT FIREFIGHTERS**

Current Contract Language

**APPENDIX G
DEPARTMENT OF PUBLIC DEFENSE**

Current Contract Language

**APPENDIX H
DEPARTMENT OF CORRECTIONS**

1. Current contract language
2. Current contract language
3. Current contract language
4. Current contract language
5. Current contract language
6. Current contract language

7. Effective July 1, 2015 ~~{2009}~~, the Employer will reimburse employees up to one hundred and fifty ~~{seventy-five}~~ dollars (\$150.00) ~~{(\$75.00) per fiscal year of}~~ during the life of this Agreement for the cost for the ~~{initial}~~ purchase/~~{and or}~~ replacement of shoes/boots for employees that are required to wear a particular color or style of shoes/boots.

8. Current contract language

9. Current contract language

10. Notwithstanding the language in Article III (Management Rights), {T} the parties agree that {a pilot of} shifts with no unpaid break for a meal period shall continue ~~{at continue}~~ for all Registered Nurses, Licensed Practical Nurses and Nursing Unit Coordinators at the following institutions:

Anamosa State Penitentiary

Iowa Medical and Classification Center

Iowa State Penitentiary

Mount Pleasant Correctional Facility

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

Clarinda Correctional Facility

Iowa Correctional Institute for Women

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

Fort Dodge Correctional Facility

Newton Correctional Facility

North Central Correctional Facility

~~{at the Mt. Pleasant Correctional Facility and Iowa State Penitentiary. (The Anamosa pilot will continue as described in the Patient Care Appendix.) This pilot will begin on the first day of the first pay period for fiscal year 2010 and end on the last day of the last pay period of fiscal year 2010. This pilot may be extended beyond the term of this current Agreement only through agreement by both parties}~~. The State may make administrative adjustments to their start and finish times to implement staggered shifts as needed.

~~{11. Pursuant to Article IX, Section 11, annual leave may be accumulated to three (3) times the annual entitlement provided Iowa Code Chapter 70A 1(2) (b) is amended. This provision expires June 30, 2015.}~~

APPENDIX I
DEPARTMENT OF TRANSPORTATION

1. Current Contract Language
2. Current Contract Language
3. Current Contract Language
4. Pursuant to Article VIII, Section 2, Overtime, for "equalization of overtime" purposes, if the employee has not notified the Employer in writing that he/she will not be available for overtime, and if the Employer is not able to contact the employee and they can verify by phone record or other documentation that reflects the attempted contact, then the employee will be recorded as having declined to work overtime.
5. Current Contract Language
6. The Employer agrees to provide reimbursement of one hundred ~~{seventy-five}~~ dollars (\$100.00 ~~{75}~~) per the term of this contract for cold weather protective clothing for employees whose job assignments require them to regularly work outside during the cold weather months. If the clothing is required to meet the ANSI safety standards or Iowa Department of Transportation Policy and Procedures, this requirement must be met.

The cold weather gear eligible for this reimbursement includes:

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

The employees eligible for this reimbursement include:

Highway Technician Associate (Equipment Operators)
Highway Technician
Equipment Operator Senior
Highway Technician Senior
Garage Operations Assistant
Construction Technician
Construction Technician Senior
Survey Party Chief
Construction Technician Assistant
Asst. Survey Party Chief
Soils Party Chief
Bridge Inspector 1
Bridge Inspector 2
Asst. Soils Party Chief
Mechanic

Maintenance Worker 2

Electrician

Electrical Maintenance Specialist

Transport Driver

Locksmith

Communication Technician 1

Communication Technician 2

Communication Technician 3

Anyone who performs winter operations as a shared worker.

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

7. Current Contract Language
8. Motor Vehicle Officers and Motor Vehicle Sergeants with at least twenty-two ~~{five}~~ (22 ~~{25}~~) years of seniority, but not more than fifty percent (50%) of the crew, by classification, will not be required to work the late shift (shift 3). If it becomes necessary to assign employees to work the late shift, they will be assigned in reverse seniority order.
9. Employees in the Highway Division will be eligible for work differential under the following parameters.
 - A. Current contract language
 - B. Those employees who are not in the Construction Technician series, Materials Technician/Fabricators series, Highway Technicians or Highway Technician Seniors will be eligible for work differential when performing the following duties:
 - * Construction Inspection
 - * Materials Inspection
 - * Survey duties related to a specific construction project
 - * District Land Survey operations.

Eligible employees will be paid a work differential of six and one-half percent (6.5%) of the top pay of a Highway Technician Associate for hours actually worked performing the duties specified above. ~~{This will be for a full shift on any day they perform work eligible for the differential regardless of whether or not the work is performed for their full shift.}~~

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

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

10. The parties agree ~~{to a pilot project for the life of the agreement}~~ to allow employees at their discretion to accumulate up to two hundred (200) hours of compensatory time. Any hours over two hundred (200) will be paid in cash. Employees at their discretion will be allowed to carry over forty (40) hours to the next year. The year for purposes of utilization of compensatory time shall end on either March 31 or September 30, whichever the employee elects for the duration of this agreement. ~~{The pilot will sunset on June 30, 2013 and is non-precedent setting and cannot be used in any impasse procedures between the parties regarding earning, using, or payment for compensatory time. If the pilot is not continued in the next contract, the limits will revert to one hundred sixty (160) hours maximum accumulation with a forty (40) hour carry over.}~~

11. Current Contract Language

12. Pursuant to Article XI, Section 15, Motor Vehicle Enforcement and the Bureau of Investigation & Identity Protection employees who must travel more than twenty (20) miles will be reimbursed for mileage expenses only.

13. Upon retirement from Motor Vehicle Enforcement or the Bureau of Investigation & Identity Protection, the Department will issue the retired officer identification pursuant to the Law Enforcement Officers Safety Act of 2004.

14. For vacancies posted after July 1, 2009, the residency requirement for Motor Vehicle Officers will be posted by county. The residency requirement for Sergeants, Motor Carrier Investigators, and the Investigators within the Bureau of Investigation & Identity Protection ~~{Investigators}~~ and Hazardous Materials Specialists will be a twenty (20) air mile radius of the location designated by the Employer.
15. Current Contract Language

APPENDIX J
DEPARTMENT OF HUMAN SERVICES

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

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

A Local Labor/Management Committee will be created and shall hold the first meeting no later than October 1, 2015, consisting of three (3) ~~{one (1)}~~ med passers ~~{from each facility,}~~ chosen by the Local Union and three (3) ~~{one (1)}~~ Management representatives, who are ~~{is directly}~~ involved in med passing. ~~{The Committee will also include the President of AFSCME Iowa Council 61, or their designee and the Director of the Iowa Department of Administrative, or their designee.}~~ This ~~{The}~~ Committee shall ~~{be required to}~~ address ~~{all}~~ the issues, problems and concerns with ~~{the}~~ med passing procedures. Management and the Union will each develop a list of issues to be discussed. This list shall be sent to the other party at least two (2) weeks prior to the scheduled meeting. Management and the Union will agree upon the time frames for the meetings~~{, procedure to investigate issues}~~ and a process to address the issues ~~{discovered through this process}~~. Union employees on this Committee will be in pay status for these meetings. ~~{The Local Union will pay for all transportations costs,~~

~~for the Union's Committee, associated with attending these meetings.]~~

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

2. Current contract language
3. Current contract language
4. The parties agree to continue to work together to reduce client-related incidents while also protecting the rights of clients. The State-level Health and Safety Committee established pursuant to Article XII, Section 11 will meet to discuss violent client situations and aggregate data. The Committee[s] will bring forth ideas [for exploration and development of procedures] that support the reduction of incidents involving violent clients. These discussions will continue at the local Labor/Management Meetings or at the Statewide DHS Labor/Management Meetings pursuant to Article XI, Section 15. The parties agree to use a professional facilitator to conduct the meetings, as necessary. The facilitator shall be selected by mutual agreement.
5. The AFSCME Iowa Council 61 President will be provided a [detailed] report[,] within fifteen calendar (15) days[,] [notified] of critical incidents resulting in injury to staff by clients requiring medical attention off grounds. This report will contain the following information:

Name of the employee;
Date and time of the incident;
Facility, shift and work location; and
Description of the incident

6. Current contract language
7. Current contract language

8. The Employer agrees to provide a reimbursement of one hundred dollars (\$100) per the term of this contract for cold weather protective clothing for employees whose job assignments require them to regularly work outside during the cold weather months. The cold weather gear eligible for this reimbursement includes:

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

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

- Woodward 20 15
- Independence 27 23
- Toledo 7
- Cherokee 26 28
- Eldora 19
- Glenwood 28

9. Current Contract Language

~~{10. Per the State's Violence Free Workplace Policy, the Employer is committed to provide work places that are free from violence, harassment, and mobbing. The Employer and the Union shall jointly devise a plan for the State to educate bargaining unit employees on the Violence Free Workplace Policy. The plan shall be completed by September 1, 2015.~~

~~The Employer and the Union will mutually agree to a joint training program which will train both Management and Union employees on how to provide the training. The trainers for the Union will be selected by the Union.~~

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

10. By Agreement between the individual DHS Institutions and the Local Union, through Labor Management Committees, the parties will explore the possibility of scheduling shifts without the thirty (30) minute meal period.

APPENDIX K
ATTENDANCE POLICY

~~{This document constitutes a letter of understanding between AFSCME Iowa Council 61 and the Employer regarding attendance policies. The parties agree that attendance policies that are currently in place will remain intact unless within ninety (90) days of July 1, 2013, DAS notifies the President of AFSCME Iowa Council 61 of a change in an attendance policy at an agency. AFSCME Iowa Council 61 recognizes management's right to change attendance policies, and even to institute a no fault policy, but all attendance policies must be reasonable and the Union has the right to grieve the reasonableness of an attendance policy. If the Union grieves any modifications to an existing attendance policy or a newly created attendance policy, this grievance will be appealed directly to Step 2 of the grievance procedure. Upon receipt of the Step 2 answer, if the Union appeals the grievance to arbitration, the Arbitration hearing will be held within thirty (30) days. The Arbitrator shall provide the parties an answer within fifteen (15) days of the close of the Arbitration Hearing. The modified attendance policy or a newly created attendance policy will not be implemented until after receipt of the Arbitrator's answer to the Union's grievance.}~~

Policies which may be developed during the term of this Agreement will be done with Union input.

APPENDIX L
DEPARTMENT OF ADMINISTRATIVE SERVICES
~~{GENERAL SERVICES ENTERPRISE (DAS GSE)}~~

General Services Enterprise (DAS-GSE)

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

~~{5. Bulletin Boards in the Capitol Complex—In general, all Union postings should be placed on Union bulletin boards located in buildings throughout the Capitol Complex. Union officials who are responsible for postings are also responsible for removing the postings. A tack board should be used. No posting should be taped, glued, or fastened by any method on painted wall surfaces. Posting should not extend above the top of a wall panel. No postings should occur in elevators, on the grounds, or within the building stairways, rest rooms, or tunnels.}~~

~~{6}~~5. The Employer will designate September 30 as the date the employees have to utilize compensatory time or be paid out in cash.

~~[7]~~6. Staff at ~~{Fleet/}~~Mail currently provided uniforms through a vendor contract will continue to be provided appropriate work clothing that is laundered and maintained by the vendor and/or employer, or the employee may choose to launder their own garment without compensation from the employer.

7. DAS-GSE employees not within ~~{Fleet/}~~Mail will be responsible for the laundering of their own uniform. Uniforms shall be shirts and pants as agreed to by the Union and Management and shall be replaced once a year or as needed. ~~{Uniforms will not be provided to new employees until they complete their probationary period.}~~

8. Uniforms will not be provided to new employees until they complete their probationary period.

Centralized Procurement Enterprise (DAS-CPE)

Staff at DAS-CPE Fleet currently provided uniforms through a vendor contract will continue to be provided appropriate work clothing that is laundered and maintained by the vendor. Uniforms shall be shirts and pants as agreed to by the Union and Management and shall be replaced once a year or as needed.

APPENDIX M
BOARD OF REGENTS (BOR)

A. Board of Regents Institutions

1. On a monthly basis, the Employer will provide the local Unions with a list of all employees considered to be confidential. The list shall include each employee's name, classification, seniority date, appointment percentage ~~{FTE}~~ and work location.

The Employer will furnish the data fields specified in Article II, Section 2(F), monthly to both AFSCME Iowa Council 61 and the Regents local Unions ~~{on standard microcomputer disk}~~ at no cost to the Union.

2. Current Contract Language
3. Current Contract Language
4. Current Contract Language
5. Current Contract Language
6. Current Contract Language
7. Current Contract Language
8. Current Contract Language
9. Current Contract Language
10. Current Contract Language
11. Bargaining unit employees of BOR Institutions will participate in the employing institution's life and disability insurance programs as negotiated for the term of the 2015~~{13}~~ - 2017~~{15}~~ collective bargaining agreement.

12. Pursuant to Article XII, Section 2, Buildings/ Structures/Steam Tunnels, the Employer and the Union, at local Labor/Management meetings, will establish policies and procedures for safe operation and protocol for work in steam tunnels and ~~for~~ permit-required confined spaces.

13. Current Contract Language

14. Current Contract Language

15. Pursuant to Article V, Section 2 (Seniority Lists), the Regents Institutions shall prepare and distribute seniority lists 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.

16. The Employer, at all Universities, will purchase exterior covers for vest.

17. 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. ~~in court. This will also include any prep time, deposition(s), phone hearing(s), pre-trial conference(s) or any court activity. This will include any required activities related to preparation for a court appearance.~~ The time spent in any of the above activities shall count for the purpose of computing overtime pay.

~~[18. Per the State's Violence-Free Workplace Policy, the Employer is committed to provide work places that are free from violence, harassment, and mobbing. The Employer and the Union shall jointly devise a plan for the State to educate bargaining unit employees on the Violence-Free Workplace Policy. The plan shall be completed by September 1, 2015. The Employer and the Union will mutually agree to a joint training program which will train both Management and Union employees on how to provide the training. The trainers for the Union will be selected by the Union.~~

~~The Employer and the Union will mutually agree to a joint training program which will train both Management and Union employees on how to provide the training. The trainers for the Union will be selected by the Union.~~

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

B. Iowa State University
Current Contract Language

C. University of Iowa

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

After completing the Application for Transfer in person and the electronic merit application, all bargaining unit employees may apply for a contract transfer through their online application in the "Quick Apply" section or by phoning the Employment Services office and stating their name, University Employee ID, and the job into which they wish to transfer. Once the application is active, updating of information on the application for transfer may be done in person or by phone.

It is understood and agreed that "vacancies" eligible for the contract transfer procedure shall be designated as open within the "locations" listed here.

Transfers shall be made between locations, except for "shift" transfers and regular days off, which may be made within a single location.

A shift transfer shall be allowed when there is a minimum difference of two (2) hours between the employee's present starting time and the starting time of the posted vacancy.

Transfers to change regularly scheduled days off shall be allowed when there is a difference in the employee's regular days off and the work schedule of the posted vacancy. Examples include:

- rotating days off to weekends off;
- Monday through Friday schedule to a Tuesday through Saturday schedule;
- a rotation working every sixth weekend to one requiring every third weekend;
- a schedule that provides days off in a defined rotation to a similar rotation with different days off;

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 signed by AFSCME Iowa Council 61 and its affiliate AFSCME Local 12.

Transfer locations for the University of Iowa are those agreed upon by the representatives of Local 12 and the University, as available at the offices of the local union and University Human Resource representatives and posted at the University website.

The University of Iowa will provide Local 12 with the employee ID utilized by the University for all employees.

~~{2. The parties affirm their interest in resolving interpersonal conflict and disputes informally to promote civility in the workplace. Therefore, AFSCME Local 12 and the University of Iowa will develop procedures to utilize the University's Mediation Service through the local Labor/Management committee. The committee will then develop joint communications to inform employees about the service and encourage its use. Upon request, the timeliness for any related contract grievance may be mutually extended.~~

~~3.]~~

2.~~{3}~~ Current Contract Language

D. University of Northern Iowa
Current Contract Language

APPENDIX N
EDUCATION ~~{RESERVED}~~

1. Withdrawn 1/23/2015

2. Withdrawn 1/23/2015

3. Withdrawn 1/23/2015

~~4. [Per the State's Violence Free Workplace Policy, the Employer is committed to provide work places that are free from violence, harassment, and mobbing. The Employer and the Union shall jointly devise a plan for the State to educate bargaining unit employees on the Violence Free Workplace Policy. The plan shall be completed by September 1, 2015. The Employer and the Union will mutually agree to a joint training program which will train both Management and Union employees on how to provide the training. The trainers for the Union will be selected by the Union.]~~

~~The Employer and the Union will mutually agree to a joint training program which will train both Management and Union employees on how to provide the training. The trainers for the Union will be selected by the Union.~~

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

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

6. Withdrawn 1/23/2015

STATE OF IOWA PROPOSALS
APPENDIX N
EDUCATION UNIT

1. Withdrawn - Use Language in Article IV, Section 2 in the Main Body of the Master Contract
2. Withdrawn - Use Language in Article IV, Section 14 in the Main Body of the Master Contract
3. Withdrawn - Use Language in Article V in the Main Body of the Master Contract
4. Withdrawn - Use Language in Article VI, Section 2 in the Main Body of the Master Contract
5. Withdrawn - Use Language in Article VII in the Main Body of the Master Contract. Develop a side letter concerning Section 6, paragraph J

APPENDIX O
SECURITY BARGAINING UNIT

Current Contract Language

APPENDIX P
DEPARTMENT OF NATURAL RESOURCES

Current Contract Language

APPENDIX Q
PROFESSIONAL FISCAL & STAFF BARGAINING UNIT

Current Contract Language

APPENDIX R
CLERICAL BARGAINING UNIT

1. Current Contract Language

2. Current Contract Language

~~{3. Per the State's Violence Free Workplace Policy, the Employer is committed to provide work places that are free from violence, harassment, and mobbing. The Employer and the Union shall jointly devise a plan for the State to educate clerical bargaining unit employees on the Violence Free Workplace Policy at each Regent's institution and General Government agency. The plan shall be completed by September 1, 2009.~~

~~Employees are encouraged to explore appropriate remedies within the work unit. If a situation is unresolved within the work unit, employees may contact the DAS HRE or the applicable Regents Institution to seek resolution. The Employer will provide a phone number and the name of the office responsible for investigation of such complaints.~~

~~Grievances may be filed according to Article IV of this Agreement.]~~
3{4}. Current Contract Language

APPENDIX S
COMMUNITY BASED CORRECTIONS BARGAINING UNIT

1. Current Contract Language

2. Current Contract Language

3. Current Contract Language

4. Current Contract Language

5. Current Contract Language

6. Current Contract Language

7. Current Contract Language

8. Current Contract Language

9. Current Contract Language

10. Current Contract Language

11. Current Contract Language

12. Current Contract Language

- 13. Current Contract Language
- 14. Current Contract Language
- 15. Current Contract Language
- 16. Current Contract Language
- 17. Current Contract Language
- 18. ~~{19}~~ Current Contract Language

APPENDIX T
IOWA WORKFORCE
DEVELOPMENT DEPARTMENT

1. Current Contract Language
2. ~~{The Employer and Union agree to the following: Each time the State determines a need to lay off employees, or to reduce hours, in accordance with Article VI, or when a work unit or office goes out of existence and the affected employee(s) are not laid off, the employees will be informed if any of the following options exist for them to bump another employee. Affected employees will be required to prioritize their bumping selection on the approved form and return to management within seven (7) calendar days.~~

~~OPTIONS WITHIN THE SAME CLASSIFICATION~~

- ~~• Least senior employee in the same class in the same office.~~
- ~~• Least senior employee in the same class in the service delivery area.~~
- ~~• Least senior in the same class statewide.~~

~~LOWER CLASS WITHIN THE SAME SERIES~~

- ~~• Least senior employee in the lower class in the series in the office.~~
- ~~• Least senior employee in the lower class in the series in the service delivery area.~~
- ~~• Least senior employee in the lower class in the series statewide.~~

~~PREVIOUSLY HELD/SAME PAY GRADE DIFFERENT CLASSIFICATION~~

- ~~• Same pay grade, previously held classification in the office.~~
- ~~• Same pay grade, previously held classification in the service delivery area.~~
- ~~• Same pay grade, previously held classification statewide.~~

~~PREVIOUSLY HELD LOWER CLASSIFICATION~~

- ~~• Lower previously held class in the office.~~
- ~~• Lower previously held class in the service delivery area.~~
- ~~• Lower previously held class statewide.~~

~~If the employee refuses to make a selection or there are no available options, the employee will be laid off.~~

~~The employee must meet the selective requirements of the position to which they select to bump.} The current fifteen (15) service delivery areas as of July 1, 2007, (see map) will be utilized by employees to determine their bumping order during the term of this agreement.~~

3. Current Contract Language

4. Current Contract Language

~~[5. Per the State's Violence Free Workplace Policy, the Employer is committed to provide work places that are free from violence, harassment, and mobbing. The Employer and the Union shall jointly devise a plan for the State to educate bargaining unit employees on the Violence Free Workplace Policy. The plan shall be completed by September 1, 2015. The Employer and the Union will mutually agree to a joint training program which will train both Management and Union employees on how to provide the training. The trainers for the Union will be selected by the Union.~~

~~The Employer and the Union will mutually agree to a joint training program which will train both Management and Union employees on how to provide the training. The trainers for the Union will be selected by the Union.~~

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

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

ADD IWD STATE MAP

APPENDIX U
MEMORANDUM OF UNDERSTANDING {#1}
{Upward Mobility}

~~{Joint committee(s) of an equal number of labor and management representatives will be formed to study and report its recommendations regarding potential pilot projects concerning Upward Mobility.~~

~~The work of this committee will begin when either labor or management identify potential grant funding for training staff that could result in upward mobility for existing staff. Pilot projects will be non-precedent setting.~~

MEMORANDUM OF UNDERSTANDING #1{2}
Recruitment for Health Care Professionals

Current Contract Language

MEMORANDUM OF UNDERSTANDING {#3}
{Reducing Patient on Staff Violence}

~~Representatives of AFSCME International and AFSCME Iowa Council 61 shall meet separately with representatives of DHS, IVH, and the University of Iowa Hospitals (Psychiatric Unit) to discuss and, where appropriate, attempt to agree on practices to reduce incidents of patient on staff violence. Nothing herein shall be interpreted in a manner that interferes with the Employer's ultimate responsibility to develop and implement appropriate work procedures.~~

MEMORANDUM OF UNDERSTANDING #2{4}
Minimizing Mandatory Overtime

Current Contract Language

MEMORANDUM OF UNDERSTANDING #3{5}
Second Shift Differential ASP and ISP

Current Contract Language

MEMORANDUM OF UNDERSTANDING #4{6}
Job Evaluation

Current Contract Language

~~{MEMORANDUM OF UNDERSTANDING #7}
{DAS GSE Clothing and Uniforms~~

- ~~A. The parties mutually agree to participate in a one (1) year year pilot program for improving the overall appearance for the Custodial Uniforms within DAS. This pilot program will be for the Capitol Building Custodians. This program can be extended past the one (1) year term if mutually agreed to by the Union and Management.~~
- ~~B. The parties mutually agree that positions assigned to work as DAS GSE Construction Project Managers who are currently classified as Executive Officers covered by the contract that require substantial customer contact and/or interaction shall be provided business casual clothing at a cost similar to other DAS GSE contract covered employees and as mutually agreed to by the Union and Management. This process shall be considered a one (1) year pilot program. This program can be extended past the one year term if mutually agreed to by the Union and Management.}]~~

APPENDIX V
IOWA VETERANS HOME

Current Contract Language

APPENDIX W
PATIENT CARE BARGAINING UNIT

1. Pursuant to Article XI, Section 5, Tuition Reimbursement, the Employer will schedule in-service training sessions at least four (4) times per fiscal year. The Department of Corrections, Department of Human Services and the Iowa Veterans Home will provide sixteen ~~{two eight}~~ (16 ~~{8}~~) hours ~~{days}~~ of work time ~~{paid leave}~~ for job related professional development approved by Management for registered nurses during the term of the Collective Bargaining Agreement.

2a. Current Contract Language

2b. Current Contract Language

2c. Current Contract Language

~~{3. [The Anamosa State Penitentiary will continue the pilot program in which registered nurses are scheduled to work a straight eight (8) hour shift with no unpaid break for a meal period ending June 30, 2015.]~~

3{4}. Current Contract Language

4{5}. Current Contract Language

5{6}. No Patient Care Bargaining Unit employee shall be responsible for the determination, approval or scheduling of overtime, due to call ins. [Overtime shall be determined, approved, and mandated by management.]

6{7}. Current Contract Language

{8. No Bargaining Unit employee will be responsible for taking call in's, finding coverage due to staffing shortages or calling off duty employees regarding scheduling of volunteer or mandated overtime.}

{9. A pilot program will be developed and implemented at the Woodward Resource Center which will create eight (8) hour schedule with a paid meal period for Registered Nurses, who are scheduled to work on the AM and PM shift. This pilot program will expire on June 30, 2017.}

APPENDIX X

DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

1. Employees, at their discretion, will be allowed to carry over forty {twenty} (40 {20}) hours of compensatory time to the next year.

The year for the purpose of utilization of compensatory time shall end on September 30.

Pay Plans Arbitration Hearing 2/26/2015 and 2/27/2015