

With respect to Section 2, we have repeatedly held that proposals requiring the employer's payment of a wage enhancement as a form of deferred compensation for services rendered by an employee are within the section 20.9 topic of "wages." See, e.g., *Michelstetter & Henry Cnty. & Pub. Prof'l and Maint. Emps., Local 2003*, 2010 PERB 8242 at 4-5.

Section 3, Selected IRS Pre-Tax Benefits, requires the employer to make available tax shelter programs to employees for health, dental, and life insurance as well as dependent care. It also allows the employees to determine the utilization of health insurance surplus fund. Section 3 of the proposal is not a base wage proposal and is not an excluded subject. Thus, it is a permissive subject of bargaining.

PROPOSAL 11: Article IX (Wages and Fringe Benefits)

Section 4 Health Benefits

A. Group Plans and Contributions

The State agrees to continue to provide group health benefits to all eligible bargaining unit members. Employees will have health plan options of Program 3 Plus, Iowa Select, a PPO with a fifty dollar (\$50) emergency room co-payment, without consideration of any other deductible, as well as such managed care organization plans as offered annually by the State with the benefits at the same level as provided under such plans during the 2015 - 2017 Master Agreement. Program 3 Plus and Iowa Select will include a three (3) tier drug card program in which there is a separate \$500/\$1,000 drug card out-of-pocket maximum and a \$5/\$15/\$30 (generic/ brand name formulary/brand name nonformulary respective) co-payment. Program 3 Plus and Iowa Select will include a mail order prescription provision where two co-payments will be paid for a ninety (90) day supply for maintenance drugs determined by the carrier. If a generic equivalent is appropriate and available and the member chooses a brand name drug, the member is responsible for the co-payment plus any difference between the maximum allowable fee for the generic drug and the maximum allowable fee for the brand name drug, even if the provider has specified that the brand name drug must be taken. The deductible carry over provision for both Plan 3 Plus and Iowa Select will be eliminated. A fifteen dollar (\$15.00) standard office visit co-pay will be included in both Program 3 Plus and Iowa Select. This co-pay applies once per date of service and applies to the exam only, deductible and coinsurance do not follow the co-pay for the exam. Coinsurance would apply to other off ice services and the co-pay will

count towards out-of-pocket maximums. The employee may elect to purchase coverage in accordance with the provisions of Appendix C (Health Benefits Plan section).

After positively enrolling for plan year 2016, a bargaining unit member does not need to re-enroll for future plan years. If the member does not make any changes, the member's coverages will remain the same and carry over to the next plan year.

Effective January 1, 2018, the State further agrees to contribute to the cost of health benefits in accordance with the following provisions:

1. Single Plans:

In each year of this Agreement, the Employee shall contribute fifty dollars (\$50.00) a month toward any plan and coverage level selected. The State agrees to contribute the remaining portion of the premium for the single plan and coverage level selected.

2. Family Plans:

In each year of this Agreement, the State's monthly contribution to all family plans shall be eighty-five percent (85%) of the Iowa Select total family premium. Employees may apply this dollar amount to the plan of their choice.

In each year of this Agreement, the Employee shall contribute a minimum of fifty dollars (\$50.00) a month toward any plan and coverage level selected, if the eighty-five percent (85%) of the Iowa Select does not require the employee to make an additional contribution.

Family plans will be available to Domestic Partners, provided they meet requirements set forth by the State and its carriers. The State will pay the State's contribution toward family premium. Any forms or affidavits will not be made part of this contract. Should the monthly premium for any family health plan option be reduced during this Agreement, the State and the employees will contribute the same percentages of total monthly premium paid in the prior year. The State's contribution for a MCO not previously offered will be the State's contribution to Iowa Select.

3. Double-Spouse:

When a husband and wife are employed by the State, at the option of the couple, one family plan may be elected. The husband and wife shall contribute a total of seventy-five dollars (\$75.00) per month toward the family plan and coverage level selected. The State agrees to contribute the remaining portion of the premium for the family plan and coverage level selected.

When a husband and wife are employed by the State and one spouse is a full-time employee and one spouse is a benefits-eligible part-time employee, at the option of the couple, one family plan may be elected. The husband and wife shall contribute a total of seventy-five dollars (\$75.00) per month toward the family plan and coverage level selected. The State agrees to contribute the remaining portion of the premium for the family plan and coverage level selected. If both spouses are benefits-eligible part-time employees, the State's share of the premium for each employee will be one-half (1/2) of the State's share of the full-time double-spouse family premium. There will be no seventy-five dollars (\$75.00) per month contribution, unless the contribution paid by the husband and wife is less than seventy-five dollars (\$75.00) per month. If the husband and wife contribution is less than seventy-five dollars (\$75.00), the husband and wife joint contribution will be increased to a total of seventy-five dollars (\$75.00).

When a husband and wife are employed by the State, and one spouse is a non-Regents employee and the other spouse is a non-merit Regents employee, at the option of the couple, one family plan may be selected. The family plan selected shall come from those plans administered by the Department of Administrative Services. The husband and wife shall contribute a total of seventy-five [twenty] dollars (\$75.00 [20.00]) per month toward the family plan and coverage level selected. The State agrees to contribute the remaining portion of the premium for the family plan and coverage level selected.

B. Cost Containment

Plan 3 Plus and Iowa Select, a redesigned PPO, will include a cost containment program requiring precertification of all non-emergency inpatient admissions, post-certification of emergency inpatient admissions, continued inpatient stay review, individual case management, and payment reductions for program non-compliance. Outpatient mental health and substance abuse care will require precertification or payment reductions will occur for program noncompliance. Additionally, there will be a \$25,000 lifetime maximum per couple for infertility benefits, use of a mental health network is required or benefit reduction will occur, and diabetic education is a covered benefit.

C. Second Opinions

Second opinions for elective surgery remain voluntary. (Enrollment Periods, Other Enrollment Changes, and Movement Among Plans, see Appendix C)

Section 5 Dental Benefits

A. The State agrees to provide dental benefits to all eligible bargaining unit members as set forth in Appendix D. The State shall contribute the full cost of single coverage for a full-time employee. The employee may elect to purchase family coverage in accordance with the provisions of Appendix C (Dental Benefits Plan section). If a full-time employee elects a family plan, the State shall contribute fifty percent (50%) of the family premium. Family plans will be available to Domestic Partners, provided they meet requirements set forth by the State and its carriers. The State will pay the State's contribution toward family premium. Any forms or affidavits will not be made part of this contract.

B. When a husband and wife are employed full-time by the State, or one (1) spouse is a full-time employee and one (1) spouse is a benefits-eligible part-time employee, at the option of the couple, one (1) family plan may be elected. The State's contribution to double spouse family coverage will be equal to two (2) single contributions. If both spouses are benefits-eligible part time employees, the State shall contribute the cost equal to a single plan.

C. When a husband and wife are employed by the State and one (1) spouse is a non-Regents employee and the other spouse is a non-merit Regents employee, at the option of the couple, one (1) family plan may be selected. The family plan selected shall come from those plans administered by DAS-HRE. (Enrollment periods and other enrollment changes, see Appendix C, Dental Benefits Plan section.)

Section 6 Workers' Compensation Benefits

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

possess all rights of subrogation as provided by law arising from the payment of such expenses.

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

Section 7 Life Insurance

A. The Employer agrees that all bargaining unit employees shall be eligible to participate in the State employees' group life insurance program administered by DAS-HRE. (BOR, see Appendix M) B. Provisions of the group life insurance program are as follows:

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

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

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

3. Each full-time employee will have the option of purchasing supplemental life insurance coverage plus an equal amount of group accidental death and dismemberment coverage (to be paid by the employee) through payroll deduction as provided in the following schedule which goes into effect January 1, 2010:

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

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

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

Section 8 Disability Insurance

(BOR, see Appendix M)

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

Section 9 School Year Employees

The Employer shall contribute the Employer's share of the single and/or family coverage for all insurance plans during recesses in the academic year and/or summer for employees who are regularly employed on a school year basis for less than twelve (12) months out of a year.

RULING: This proposal is a prohibited subject of bargaining except for Section 6 (underlined) which is a permissive subject of bargaining.

Proposal 11, Article IX (Wages and Fringe Benefits), Sections 4 through 9, is an excluded subject of bargaining as "insurance" except for the underlined portion (Section 6, Workers' Compensation Benefits), which is a permissive section 20.9 subject.

With that one underlined exception, the proposal requires the employer to provide and contribute to various forms of insurance: health, dental, life, and disability. These provisions fall squarely within the excluded subject "insurance." Section 6, Workers' Compensation Benefits, requires the employer to ensure medical expenses are paid for injured workers; recognizes subrogation during these proceedings; and provides that employees are not required to utilize their accrued leave prior to application for workers compensation. These provisions are not excluded as "insurance" or any other section 20.9 excluded subject and instead, are permissive subjects of bargaining.

PROPOSAL 12: Article IX (Wages and Fringe Benefits)

Section 10 Sick Leave

A. Accrual

Regents employees

1. All permanent Regents bargaining unit employees of the State shall accrue sick leave at the rate of one and a half (1-1/2) days for each full month of service. Sick leave shall not accrue during any absence without pay.

2. The Employer and the Union will strive to develop a program in which employees may, at their sole discretion, select additional benefit options in return for reducing their sick leave accrual.

Non-Regents Employees

1. All permanent bargaining unit employees of the State shall accrue sick leave at a rate for each full month of service which is based upon the amount of sick leave balance according to the chart in Article IX, Section 10(F) below.

2. The Employer and the Union will strive to develop a program in which employees may, at their sole discretion, select additional benefit options in return for reducing their sick leave accrual. (Airport Firefighters, see Appendix F)

B. Utilization of Sick Leave

1. Employees may use accrued sick leave for personal illness (both physical and mental), bodily injuries, medically related disabilities resulting from pregnancy and childbirth, or exposure to contagious disease: (a) which require the employee's confinement; or (b) which render the employee unable to perform assigned duties; or (c) where performance of assigned duties would jeopardize the employee's health or recovery. The Appointing Authority may require a medical certificate or other appropriate verification for absences covered by this Section. It is not the Employer's intent nor will the above language be construed in such a way as to constitute harassment of employees. This language is intended as a vehicle by which the Employer may scrutinize habitual sick leave usage or in those cases where sick leave abuse is suspected. Employees will be permitted to use compensatory time off and/or annual leave in lieu of sick leave when they so request. When a holiday falls while an employee is on paid sick leave, the employee's sick leave account shall not be charged for the holiday period.

2. Where death occurs in the immediate family of the employee, accrued sick leave may be used, not to exceed three (3) scheduled work days for each such occurrence. Immediate family is defined as, and limited to, the employee's spouse, children, grandchildren, foster children, stepchildren, legal wards, parents, grandparents, foster parents, stepparents, brothers, foster brothers, stepbrothers, sons-in-law, brothers-in-law, sisters, foster sisters, stepsisters, daughters-in-law, sisters-in-law, aunts, uncles, nieces, nephews, first cousins, corresponding relatives of the employee's spouse, and other persons who are members of the employee's household.

3. When an employee is a pallbearer or funeral attendant in a funeral service for someone who is not a member of the employee's immediate family (as defined in paragraph 2 above), accrued sick leave shall be used not to exceed one (1) working day for each such occurrence.

4. Employees may use accrued sick leave for personal medical or dental appointments which cannot be scheduled at times other than during working hours.

5. Employees may use accrued sick leave for care of and necessary attention of ill or injured members of the immediate family (as defined in paragraph 2 above), or for the birth of their child. Use of sick leave for this purpose is limited to forty (40) hours per year. Employees may carry over up to forty (40) hours of unused family care leave to the next fiscal year, for a maximum utilization of eighty (80) hours in the next fiscal year.

6. Employees may use accrued sick leave during adoption. Such leave shall not exceed forty (40) hours. 7. Sick leave shall not be used for any reasons not specifically set forth above.

C. Sick Leave Accounts

The accrued sick leave shall be placed in an employee's sick leave account.

D. Cancellation of Sick Leave

Separation from state service shall cancel all unused accumulated sick leave. However, when an employee is laid off, any unused accumulated sick leave shall be restored, provided the employee is re-employed by any agency of the State within two (2) years.

RULING: This proposal is a permissive subject of bargaining.

Proposal 12, Section 10 of Article IX, establishes the method of determining sick leave accrual, when employees may use sick leave, and circumstances under which the leave will be paid or unpaid. We have previously found similar predominant characteristics to fall within the section 20.9 topic "leaves of absences." *See, e.g., Black Hawk Cnty.*, 2006 PERB 7219 at 9-12. Our determination was based on a narrow and restrictive interpretation of the section 20.9 subjects to the proposals at hand in the *Black Hawk Cnty* case. *See id.* at 1. Likewise, we determined the aspects of the sick leave proposal in this case are matters within the scope of "leaves of absence." In paragraphs C and D, the predominant characteristics of the proposal are record keeping and cancellation or restoration of the sick leave. These aspects are part and parcel of "leaves of absence" and a permissive subject as well.

PROPOSAL 13: Article IX (Wages and Fringe Benefits)

(Section 10 Sick Leave, continued)

E. Payment of Sick Leave Upon Retirement for Regents Employees
Upon retirement, Regents employees shall receive cash payment of accumulated unused sick leave not to exceed a total of two thousand dollars (\$2,000), payable during the pay period preceding the employee's retirement.

RULING: This proposal is a prohibited subject of bargaining.

We determined Proposal 13 to be an excluded subject of bargaining as “supplemental pay.” Unlike the previous sick leave proposal, Proposal 13, paragraph E, does not provide for a form of sick leave in exchange for services rendered or in contemplation of the employee's return to work. Rather, the proposal requires the State to compensate employees for unused leave up to a maximum stated amount at the time of retirement. Previously, we have rejected assertions that these one-time payments or reimbursement for unused sick leave proposals were prohibited as “retirement systems” and instead we found them to be permissive. *See, e.g., Prof'l Staff Ass'n of AEA 12 v. Iowa Pub. Emp't Rel. Bd.*, 373 N.W.2d 516, 519 (Iowa App. 1985) (proposals for reimbursement of unused sick leave at termination and for severance pay were permissive topics of bargaining); *Taylor Cnty. & Pub. Prof'l and Maint. Emps., Local 2003*, 2002 PERB 6490 at 1-3 (proposal for conversion of unused sick leave into a one-time payment of money upon separation of employment is a permissive subject of bargaining); *Des Moines Cnty. & AFSCME/Iowa Council 61, Local 2205*, 2000 PERB 6197 at 5-6. Thus, we did not determine this proposal to be excluded as a “retirement system.”

Proposal 13 falls within the section 20.3(12) definition of “supplemental pay” and is therefore an excluded subject of bargaining for non-public-safety units. The compensation required under the provisions is (1) “a payment of moneys or other thing of value;” (2) that “is related to the employment relationship;” and (3) “that is in addition to compensation received pursuant to any other permitted subject of negotiation specified in section 20.9.” The required payment meets the first two requirements. It also meets the third requirement because it is not payment for services so as to fall within the scope of the permissive subject “wages.” Thus, the proposal comes within the definition of “supplemental pay” and is an excluded subject of bargaining as a result.

PROPOSAL 14: Article IX (Wages and Fringe Benefits)

(Section 10 Sick Leave, continued)

F. Payment of Sick Leave Upon Retirement and Accrual for Non-Regents Employees

Employees will receive the following sick leave provisions. All nontemporary, non-Regents employees working a full-time schedule shall accrue sick leave in accordance with the following:

<u>Sick Leave Balance</u>	<u>Rate of Accrual</u>	<u>Conversion Rate</u>
Zero to 750 hours	18 days per year	60% of value
Over 750 hours to 1500 hours	12 days per year	80% of value
Over 1500 hours	6 days per year	100% of value

Sick leave accrual for nontemporary bargaining unit employees who work part-time shall be prorated based on the number of hours worked in the pay period. Sick leave shall not accrue during periods of absence without pay.

RULING: This proposal is a permissive subject of bargaining except for the underlined portion of its title, which is prohibited.

The predominant characteristic of this proposal, except for the underlined portion of its title, is the method of determining sick leave accrual. For the reasons expressed above for Proposal 12, it is therefore a permissive subject of

bargaining as “leaves of absence.” The underlined portion of the title is excluded for the same reasons we concluded Proposal 13 was an excluded subject as “supplemental pay.”

PROPOSAL 15: Article IX (Wages and Fringe Benefits)

(Section 10 Sick Leave, continued)

Payment of Sick Leave Upon Retirement (portion of Sections F & G)

Upon retirement, employees shall receive cash payment for accumulated, unused sick leave converted at the employee’s current hourly rate. Initially, the employee will receive two thousand dollars (\$2,000) payable with the final pay period that includes the employee’s retirement date. The remaining converted balance of the accrued sick leave balance shall be converted as follows: Upon a bona fide retirement, employees will convert the remainder, after payment of the two thousand dollars (\$2,000) addressed in the preceding paragraph, of the unused sick leave balance to a bank for purposes of purchasing health insurance after retirement. The Sick Leave Balance for Conversion Rate purposes will be the employee’s balance before payment of the two thousand dollars (\$2,000) addressed above and will be converted according to the following schedule:

<u>Sick Leave Balance</u>	<u>Rate of Accrual</u>	<u>Conversion Rate</u>
Zero to 750 hours	18 days per year	60% of value
Over 750 hours to 1500 hours	12 days per year	80% of value
Over 1500 hours	6 days per year	100% of value

The Employer will continue to pay the Employer’s share of the health insurance premium each month until the converted value of the employee’s sick leave balance is exhausted or until the employee is eligible for Medicare, whichever comes first. The retired employee may stay with the same health insurance program as when employed or switch “down” at any time without underwriting.

The converted value of the sick leave can only be applied to the Employer’s share of health insurance payments. It has no cash value and it is not transferable to another use or to an heir.

The State agrees that with regards to employees in positions designated by IPERS as Protection Occupation positions who have reached retirement eligibility and have separated from employment with the State, but who have not yet begun to receive IPERS retirement benefits, it will work with the Union to establish terms for their use of this benefit.

G. Rights Upon Return to State Employment

If a retired employee who is utilizing this benefit returns to permanent State employment, all remaining benefits eligibility in the sick leave conversion program will be forfeited.

RULING: This proposal is a prohibited subject of bargaining.

Proposal 15 would require the State to do several things if incorporated into the collective bargaining agreement. First, it would require the State to reimburse the employee for unused sick leave upon retirement. This portion of the proposal falls within the scope of “supplemental pay” and is an excluded subject for the same reasons why Proposal 13 is an excluded subject as “supplemental pay.”

Second, the latter part of the proposal would require the employer to continue to provide health insurance to the retired employee through use of the remaining unused sick leave. We determined the predominant characteristic of this second part falls within the scope of “retirement systems” excluded by section 20.9. In *City of Mason City*, the Court determined a similar provision requiring the continuation of health benefits was a subject the legislature intended to exclude from negotiations as “retirement systems.” *City of Mason City v. Pub. Emp’t Rel. Bd.*, 316 N.W.2d 851, 854 (Iowa 1982). The Court found the legislative intent behind this section 20.9 subject was to exclude “any proposal that directly augments or supplements the benefits a public employee would receive under a retirement system under other provisions of the Code.” *Id.* Thus, PERB has held proposals that augment or supplement statutory retirement benefits are excluded subjects of bargaining. See, e.g., *City of Fort Dodge & Fort Dodge Firefighters’ Ass’n*, 1983 PERB 2415 at 4 (proposal that departed employees be allowed to remain on an employer’s plan at their own expense until Medicare-eligible); *City of Des Moines & Des Moines Police*

Bargaining Unit Ass'n, 1985 PERB 2920, *aff'd Des Moines Police Bargaining Unit Ass'n v. Iowa Pub. Emp't Rel.Bd.*, 423 N.W.2d 885 (Iowa App. 1988) (proposal that employer contribute to trust fund to be used to provide post-retirement insurance benefits).

PROPOSAL 16: Article IX (Wages and Fringe Benefits)

(Section 10 Sick Leave, continued)

H. Conversion Rights

1. All bargaining unit employees who have accumulated a minimum of thirty (30) days (240 hours) in their sick leave account and who do not use sick leave for a full calendar month may elect to have onehalf (1/2) day (4 hours) added to their accrued vacation account in lieu of the accrual of sick leave.

2. In the case of eligible permanent part-time employees, such conversion rights shall be prorated.

3. Employees who have made an election pursuant to this subsection will be allowed to accumulate up to an additional twelve (12) days (96 hours) beyond twice their annual vacation and unscheduled holiday entitlement. (Community Based Corrections, see Appendix S)

Section 11 Paid Annual Leave of Absence (Vacation)

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

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

1. Full-Time Employees

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

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

b. Annual leave may be accumulated to twice the annual entitlement. If, on June 1st, an employee has a balance of one hundred sixty (160) or more hours of accrued annual leave, the Employer may, with the written approval of the employee, pay the employee for up to forty (40) hours of the accrued annual leave. This amount will be paid on a separate pay warrant on the pay day which represents the last pay period of the fiscal

year. Decisions regarding these payments will be made by each department director and BOR institution president or superintendent. Eligibility for these payments is not subject to the grievance procedure provided in Article IV. An employee may, however, grieve whether or not such payments were made without the employee's approval. (Department of Corrections, see Appendix H)

2. School Year Employees

Employees who are regularly employed on a school year basis for less than twelve (12) months out of a year shall be granted pro rata annual leave consistent with paragraph 1(a) above.

3. Permanent Part-Time Employees

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

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

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

Once vacation periods have been scheduled, the Employer shall make no changes in employee vacation schedules except to meet emergencies. In the event the Employer finds it necessary to cancel a scheduled vacation, the affected employee may reschedule his/her vacation during the remainder of the calendar year or extend the scheduling of his/her vacation into the ensuing calendar year, as he/she desires, providing it does not affect other employees' vacation periods.

Every attempt will be made to grant employees vacation at the requested time. Grievances regarding the denial of vacation shall begin with the Step 2 of the grievance procedure. The time frame at Step 2 of the grievance procedure will be thirty (30) days. Any disputes resulting from scheduled vacation priorities will be resolved by the local Union. If an employee is under the care of an attending physician while on his/ her paid vacation, that portion of the paid vacation may be rescheduled upon satisfactory proof to the Employer of said care being provided.

Section 12 Holidays

A. The Employer agrees to provide eleven (11) paid holidays per year. There shall be nine (9) scheduled holidays as set forth below and two (2) unscheduled holidays. Field staff personnel shall receive an additional four (4) unscheduled holidays. Unscheduled holidays shall be accrued on a pay period basis and added to the employee's accrued vacation account and shall be taken in accordance with the procedures set forth in Section 11 Paid Annual Leave of Absence (Vacation) in this Article.

1. Scheduled Holidays:

New Year's Day, January 1

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

Memorial Day, the last Monday in May

Independence Day, July 4

Labor Day, the first Monday in September

Veterans Day, November 11 (or other holiday designated annually by the BOR for BOR employees) Thanksgiving Day, the fourth Thursday in November

Friday after Thanksgiving

Christmas Day, December 25

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

B. Holiday Pay

When a holiday falls on an employee's regularly scheduled work day, the employee will receive holiday pay equal to their regularly scheduled work day, except that no full-time employee shall receive less than eight (8) hours. When the holiday falls on a scheduled day off (rest day) the employee will receive eight (8) hours compensation which may be in cash or compensatory time at the employee's discretion. When an employee is required to work on a holiday, the employee will receive holiday pay equal to their regularly scheduled work day, except that no full-time employee shall receive less than eight (8) hours. The holiday pay may be in cash or compensatory time at the employee's discretion. When compensatory time off is to be granted, it shall be taken at the request of the employee with the approval of the Appointing Authority. Such time shall be paid to the employee if not used within the subsequent twelve (12) month period. (Department of Corrections, see Appendix H)

C. Holiday Premium Pay

When an employee is required by the Employer to work a holiday listed in Section 12(A) above, the Employer agrees to provide holiday premium pay at the rate of time and one-half (1-1/2) the employee's regular rate in addition to their normal holiday pay for all hours worked between the hours of 12:00 a.m. and 11:59 p.m. and for all hours worked on a regularly scheduled shift for which at least half (1/2) of the scheduled hours fall on a holiday. At the discretion of the employee, such premium compensation shall be either in cash or compensatory time. However, in accordance with the Fair Labor Standards Act, the employee must receive cash payment for all hours worked on the holiday. In the event compensatory time off is granted, it shall be scheduled at the request of the employee with the approval of the Employer. Such time shall be paid to the employee if not used by the end of the fiscal year. (Department of Corrections, see Appendix H)

D. Employees working a compressed work week will not have their schedule changed during a work week that includes a holiday. This shall not apply in those situations where the Employer provides written notice at the time the employee accepts a compressed work week that such schedule changes will occur during any work week that includes a holiday. (Department of Corrections, see Appendix H)

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

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

G. Employees shall not be eligible for holiday pay during a layoff or any period of leave of absence without pay. (Department of Transportation, see Appendix I).

RULING: This proposal is a permissive subject of bargaining.

Proposal 16 addresses all permissive subjects of bargaining. We previously determined sick leave conversion rights, as those set out in Section 10, paragraph H of this proposal, are a mandatorily negotiable subject as “leaves of absence.” See, e.g., *Black Hawk Cnty.*, 2006 PERB 7218 at 11; *Black Hawk Cnty., Local 2003*, 2006 PERB 7029 at 2. For non-public-safety units, proposals setting forth sick leave conversions are now permissive subjects of bargaining. Section 11, the “Paid Annual Leave of Absence (Vacation),” sets forth vacation accrual and scheduling. We have previously determined that both the amount of vacation earned and the scheduling of vacations falls squarely within the section 20.9 topic “vacations.” See, e.g., *State of Iowa & AFSCME*, 1991 PERB 4393 & 4394 at 19-20, *aff’d & rev’d State of Iowa. v. Iowa Pub. Emp’t Rel. Bd.*, 508 N.W.2d 668 (Iowa 1993) (affirmed in part and reversed in part). This topic is now a permissive subject of bargaining for non-public-safety units.

The first part of Section 12, paragraph A, specifies holidays and whether employees will be paid or not for designated holidays. Paragraphs F and G address eligibility for holiday pay. We previously determined proposals specifying certain days as non-working holidays and those specifying whether employees will be paid for such days are mandatory subjects of bargaining under the section 20.9 topic “holidays.” *State of Iowa & State Police Officers Council*,

1997 PERB 5666 at 5. This topic is now a permissive subject of bargaining for non-public-safety units. Thus, paragraphs A, F, and G are a permissive subject as “holidays.” Section 12, in paragraphs B, C, and E, also sets forth the amount of holiday pay, holiday premium pay, and how an employee will be paid. Proposals addressing how much employees are to be paid when they are required to work holidays fall within “wages.” *Id.* at 5. This is now a permissive subject of bargaining for non-public-safety units. Therefore, these three paragraphs of the proposal are a permissive subject as “wages.” The final paragraph D addresses the effect of the holidays on employees’ work schedules and is a permissive subject of bargaining as “hours.”

PROPOSAL 17: Article IX (Wages and Fringe Benefits)

Section 13 Travel and Lodging

A. Mileage

The Employer agrees to reimburse any employee who is authorized and required to use his or her personal vehicle in the performance of the employee’s work for the State at the rate established by the Iowa Department of Administrative Services policy, beginning at the employee’s office. When an employee attempts to obtain a State vehicle for approved business travel and one is not available for the employee’s use, the employee will be reimbursed for the use of his or her personal vehicle at the rate established by the Iowa Department of Administrative Services policy. The Employer and the employee may mutually agree to alternative arrangements to having the employee report to the office each day. However, an employee of the Department of Revenue or the Department of Human Services shall be reimbursed beginning at his or her point of departure unless he or she reports to the office. In that event, the office shall be considered the point of departure.

B. Lodging and Meals

Employees shall be reimbursed for actual expenses incurred, at the rate established by the Iowa Department of Administrative Services policy per day for meals plus reasonable room expenses while in the performance of their official duties. The Employer reserves the right to establish reasonable reporting procedures.

C. Out-of-state travel, meals, and lodging reimbursement will be in accordance with the rate established by the Iowa Department of Administrative Services policy.

D. Advance Travel Request

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

E. Thirty (30) days prior to the implementation of any change to the reimbursement rate for mileage, meals or lodging, the State will notify the President of AFSCME Iowa Council 61 and provide information regarding the change.

F. Permanent Travel Advance

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

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

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

3. The advance travel allowance shall be deducted from the employee's last paycheck upon separation from State service. Additionally, the Employer reserves the right to regularly review an employee's monthly travel expenses and should the employee fail to meet the above requirements, the advance travel allowance shall be withdrawn and deducted from the employee's next paycheck. (Parking Fees for Community Based Corrections, see Appendix S; Motor Vehicle Enforcement, see Appendix I)

RULING: This proposal is a prohibited subject of bargaining except for the underlined paragraph E, which is permissive.

This proposal requires the State to reimburse employees for mileage, meals, lodging, and other travel expenses. Except for the underlined portion, this proposal falls within the scope of "supplemental pay" as defined by Iowa Code section 20.3(12) and is an excluded subject of bargaining. The reimbursement of the associated travel expenditures is not pay in exchange for services rendered and thus, does not fit within the scope of "wages" or other permitted subjects. See our discussion on "supplemental pay for Proposal 9. Rather, the reimbursement is "payment of moneys or other thing of value that is in addition to compensation received pursuant to any other permitted subject of

negotiation specified in section 20.9 and is related to the employment relationship.”

The underlined portion of the proposal requires the State to notify AFSCME of any change to the State’s reimbursement policy. This underlined portion is neither mandatorily negotiable nor excluded and is therefore, a permissive subject of bargaining.

PROPOSAL 18: Article IX (Wages and Fringe Benefits)

Section 14 Payday

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

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

C. The Employer will not require bargaining unit employees employed before July 1, 2009, to direct deposit their paychecks. The Employer agrees to comply with 91A of the Code of Iowa.

RULING: This proposal is a mandatory subject of bargaining.

Proposal 18 is a mandatory subject of bargaining. Bargaining as to the subject of “wages” encompasses all of the fundamental aspects of wage payment, such as the time and place thereof. *Waterloo Cmty. Sch. Dist. v. PERB*, 650 N.W.2d 627, 634 (Iowa 2002). The same reasoning applies equally to the payment of “base wages.” *Greene Cnty.*, 2017 PERB 100828 at 11; *United Elec., Radio & Mach. Workers of Am. & State of IA and Bd. of Regents*, 2017 PERB 100825 at 9-10, *aff’d United Elec., Radio & Mach. Workers of Am. v. Iowa Pub.*

Emp't Rel. Bd., 928 N.W.2d 201 (Iowa 2019). Therefore, a proposal specifying the manner in which an employee receives bases wages is also a mandatory subject of bargaining. *Muscatine Cmty. Sch. Dist. & AFSCME*, 2018 PERB 100835 at 8-9.

PROPOSAL 19: Article X (Leaves of Absence)

Section 1 Eligibility

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

Section 2 Request Procedure

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

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

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

Section 3 Leaves of Absence Without Pay

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

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

A. Parental Leave

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

1. The employee shall, whenever possible, submit written notification to the employee's immediate supervisor at least four (4) weeks prior to the employee's anticipated departure stating the probable duration of the leave. Such leaves shall be granted for a period of time up to but not to exceed three (3) months. An additional three (3) months of parental leave without pay shall be granted unless the absence of the employee would cause a substantial hardship on the operating efficiency of the employing unit. Upon request of the employee, parental leaves without pay may be extended for increments of thirty (30) days, not to exceed six (6) months. In no case shall the total period of leave exceed twelve (12) months.

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

3. Except as provided under Article IX, Section 10 of this Agreement, Sick Leave, all periods of parental leave shall be leaves of absence without pay.

B. Military Leave

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

C. Unpaid Educational Leave

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

1. The Employer agrees that at any one time up to fifteen (15) employees per bargaining unit may be granted an unpaid educational leave of absence not to exceed one (1) year in duration. Selection of employees shall be on the basis of seniority and operational efficiency of the agency.

2. To be eligible for unpaid educational leave, an employee must have completed at least three (3) years of service. The Employer will not be required to permit more than two (2) employees to be on unpaid educational leave simultaneously from the same work unit. The work unit is defined as the unit utilized for the distribution of overtime pursuant to Article VIII. (Professional Fiscal & Staff, see Appendix Q; Community Based Corrections, see Appendix S)

D. Medical Leave of Absence

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

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

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

E. Family and Medical Leave

Employees who are on a leave of absence which is Family and Medical Leave Act qualified may, at their discretion by written notice to their supervisor, decline to utilize up to two (2) weeks (eighty (80) hours) of paid annual leave (vacation) in each year of this Agreement.

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

1. The employee shall have the right to be returned to his/her position or one of like nature in the same organizational unit. (Community Based Corrections, see Appendix S)

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

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

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

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 credited to the recipient's sick leave account.

Section 4 Paid Leaves of Absence

A. Voting Leave

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

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

B. Jury Duty

1. An employee on jury duty will be continued on the payroll and be paid his/her straight time hourly rate for his/her normally scheduled hours of work. Upon return from jury duty, the employee shall present evidence of the amount received for such jury duty and remit that amount to the Employer, less any travel or personal expenses paid for the jury service. Time spent in court and reasonable travel time shall be deducted from an employee's scheduled work hours for the day in question and shall be considered time worked. Employees on the second or third shift, as defined in Article VIII, Section 6, shall be temporarily rescheduled to the day shift for the duration of their jury service.

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

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

C. Court Appearance

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

D. Paid Educational Leave

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

RULING: This proposal is a permissive subject of bargaining.

This proposal sets forth the eligibility criteria for leaves of absence, the request procedure, and the circumstances under which a leave of absence will be paid or unpaid. We have previously determined the topic "leaves of absence" to include such factors as when an employee may be absent, how often these absences are allowed, whether a leave of absence is with or without pay, conditions on the use of the leave of absence and conditions under which an employee may return to work from a leave of absence. *UE Local 893/Iowa United Prof's & State of Iowa*, 2016 ALJ 100053 & 100056 at 7-8 (citations omitted). As such, the proposal is a permissive subject of bargaining as "leaves of absence."

PROPOSAL 22: Article XI (Miscellaneous)

Section 3 Special Expenses

Upon direction and approval of the Employer, employees shall be reimbursed for registration fees, conference fees, banquet tickets, and other authorized expenses that are incurred in the performance of his/her duties as a State employee.

Section 4 Payment of Employee Moving Expenses

Employees who are reassigned at the direction of the Employer shall be reimbursed for relocation and related expenses in accordance with the Relocation and Reimbursement Policy published by DAS-HRE. See Appendix E for full text of the policy.

Section 5 Tuition and Related Reimbursements

Subject to the availability of funds, the Employer shall establish an educational assistance program to provide employees with one (1) year of full-time employment an opportunity to enhance their job performance and/or career development. The plan shall provide for Employer participation in the cost of tuition expenses based upon successful completion of individual job related and/or career development courses. Employees shall be allowed to use these funds for professional development approved by Management, or other required training approved by Management. Employees should not be denied opportunity for participation in the educational assistance program based solely on the shift the employee works. (Department of Human Services, see Appendix J; Community Based Corrections, see Appendix S)

RULING: This proposal is a prohibited subject of bargaining.

Sections 3 and 4 of Proposal 22 require the State to reimburse employees for special work-related expenses and moving expenses. Section 5 requires the State to provide educational assistance and fund professional development for employees. All three sections of the proposal are “a payment of money or other thing of value” and “related to the employment relationship.” Because the payment or other thing of value in each is not in exchange for services rendered, it does not fall within the permitted subject of “wages.” As a result, they are in addition to the permitted subjects of section 20.9 and constitute “supplemental pay,” which is an excluded subject of bargaining. See our discussion on Proposal 9.

Section 6 Severe Weather/Emergency Closings

A. When the Employer closes a State facility, all employees, including probationary employees, may use earned compensatory time, vacation or leave of absence without pay as they may elect. Employees may, with the approval of their Appointing Authority, also elect to work their regularly scheduled hours even though the State facility is closed to the general public. Employees will also be permitted to make up lost time within the same work week with the approval of their immediate supervisor.

When the facility is not closed, all employees, including probationary employees, who are unable to report to work may use earned compensatory time, vacation, or leave of absence without pay as they may elect.

B. If the proper Management authority, who may consult with other knowledgeable persons, declares that an inclement weather situation or other emergency exists, the following shall apply:

1. If the employee reports within one-half ($\frac{1}{2}$) hour of his/her regularly scheduled reporting time, the employee will be assumed to have reported on time.

2. If the employee reports after one-half ($\frac{1}{2}$) hour of his/her regularly scheduled reporting time, the employee shall be credited with having worked the first one-half ($\frac{1}{2}$) hour of the day plus all hours actually worked. Employees may elect to charge any additional lost time pursuant to 6(A) above. (Department of Human Services, see Appendix J; Iowa Veterans Home, see Appendix V)

Section 7 Training

The Employer agrees to make a good faith effort, contingent upon the availability of adequate funding, to provide employees with such training as is necessary, as determined by the Employer, to carry out the duties of their assigned positions or to enhance State job opportunities. Employees shall be allowed to use these funds for professional development approved by Management, or other required training approved by Management. Employees should not be denied opportunity for training based solely on the shift the employee works. Training shall be offered by seniority to those employees who have not had the course, in compliance with operational efficiency. (Department of Corrections Patient Care, see Appendix W)

Section 11 Performance Evaluation

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

RULING: This proposal is a permissive subject of bargaining except for Section 11 (underlined), which is prohibited.

We determined Sections 6 and 7 to be permissive subjects of bargaining and Section 11 (underlined) to be an excluded subject of bargaining. Although Section 6 relates to “overtime,” “vacations,” “leaves of absence” and “hours,” the predominant characteristic is the employees’ right to choose to work or not work

and get paid or make up the time when there is inclement weather. This matter is neither mandatorily negotiable nor excluded and is therefore a permissive subject of bargaining. Section 7 requires the State's good faith effort to provide training and it gives employees permission to utilize available professional development funds. Section 7 is also a permissive subject of bargaining.

Section 11 sets forth the criteria of "fair and impartial" for employee performance evaluations. The subject "evaluation procedures" includes substantive criteria. See *Saydel Educ. Ass'n v. Pub. Emp't Rel. Bd.*, 333 N.W.2d 486 (Iowa 1983); *Aplington Cmty. Sch. Dist. v. Pub. Emp't Rel. Bd.*, 392 N.W.2d 495 (Iowa 1986); and *Northeast Cmty. Sch. Dist.*, 408 N.W.2d 46 (Iowa 1987). See also *West Liberty Cmty. Sch. Dist. & West Liberty Educ. Ass'n*, 2000 PERB 6067 at 3, *aff'd West Liberty Cmty. Sch. Dist. v. Iowa Pub. Emp't Rel.Bd.*, Case No. EQCV012716 (Muscatine County Dist. Ct. 2001); *Iowa State Educ. Ass'n & Iowa Ass'n of Sch. Bds.*, 1999 PERB 6002 at 5, *aff'd Iowa Ass'n of Sch. Bds. v. Iowa Pub. Emp't Rel.Bd.*, Case No. AA3417 (Polk County Dist. Ct. 1999). Consequently, we determined the criteria, "fair and impartial," fall within the scope of the topic "evaluation procedures." Thus, Section 11 is an excluded subject of bargaining.

PROPOSAL 24: Article XII (Health and Safety)

Section 1 Tools and Equipment

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

Section 2 Buildings/Structures/Steam Tunnels

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

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

C. Procedures for confined space entry and for working in steam tunnels will be developed at Statewide Labor/Management Cooperative Team meetings. Protocols for working in steam tunnels will include, but not be limited to, a "buddy system" and the availability of protective clothing and breathing apparatus. (Board of Regents, see Appendix M)

Section 3 Protective Clothing

The Employer shall furnish protective clothing and equipment in accordance with the applicable federal and State regulations. (Department of Transportation, see Appendix I; Board of Regents, see Appendix M; Security Unit, see Appendix O; DAS-GSE, see Appendix L; Department of Public Defense, see Appendix G)

Section 4 Uniforms

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

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

C. Where pins are currently permitted, employees shall be allowed to wear up to two (2) Union pins on their uniforms/smocks.

D. The Union will be notified in writing at least fourteen (14) calendar days in advance of any new requirements or changes in existing requirements regarding uniforms/smocks. (Department of Natural Resources, see Appendix P; DAS-GSE, see Appendix U)

Section 5 Safety Shoes and Safety Glasses

A. Where the Employer requires employees to wear safety shoes, the Employer will furnish such shoes beginning with the first day of employment. These employees may, at the employee's discretion, be provided with a sum of money equal to the Employer's cost of the shoes toward the cost of buying safety boots.

B. Safety glasses (including prescription lenses when required) or safety goggles shall be provided for employees who are required to wear them. Employees may, in lieu of receiving safety glasses or safety goggles of the style and choice of the Employer, receive an allowance equivalent to the Employer's cost toward the purchase of safety glasses or safety goggles in a style chosen by the employee. Safety glasses or safety goggles purchased by the employee must meet or exceed the Employer's safety standards. (Department of Public Defense, see Appendix G; DAS-GSE, see Appendix L)

Section 6 Damage to Personal Items

A. The Employer agrees that bargaining unit employees may submit to the Employer requests for reimbursement for any personal items damaged in the performance of assigned duties up to a maximum of three hundred dollars (\$300) per occurrence, subject to legislative approval if necessary.

B. The Employer agrees that bargaining unit employees may submit requests to the State Appeal Board for claims denied by the Employer or which are in excess of three hundred dollars (\$300). Such requests will be

granted or denied in accordance with the applicable law. If the State Appeal Board requires that requests be submitted on special forms, the Employer will make such forms available to the employees. The employee's immediate supervisor may, at his/her discretion, certify that personal items were lost or damaged in the performance of the employee's assigned duty. The Employer shall provide priority processing for claims submitted pursuant to this section. (Community Based Corrections, see Appendix S)

Section 7 Employer Owned Vehicles

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

Section 8 Compliance Limitations

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

Section 9 Video Display Terminals

A. Where practical and feasible, the Employer will maintain standards for computers/word processing equipment (hereinafter referred to as VDTs).

B. In addition to the relief provided by means of the rest periods and meal periods set forth in Article VIII of this Agreement, employees shall be entitled to a five (5) minute pause from work for every hour of intensive VDT use. Individual departments, in consultation with the VDT users, will establish the pattern of usage for the additional pauses described above. The local Union and Management will facilitate the establishment of such patterns. However, in lieu of the additional breaks, the Employer may provide an alternative work assignment. Intensive VDT use is defined as: (1) use which requires continuous and sustained attention and concentration on the VDT screen, and; (2) use which occurs in situations where this type of task cannot be organized so as to provide for natural breaks or variations. The parties agree that the pause time must be used as described above and may not be accumulated nor used in conjunction with rest periods and meal periods as set forth in Article VIII.

C. The characteristics of the equipment being used, the area in which it is installed, the work to be performed and the needs of the user all contribute to the appropriateness of the work environment for VDT users. The Employer will make a good faith effort to provide appropriate work settings for VDT users, consistent with the availability of existing resources. Design guidelines to be used as a factor in the purchase of VDTs will be developed by each unit of State government responsible for such purchases. These guidelines will address desirable characteristics relating to: (a) screen positioning, (b) keyboards, (c) screen and character type, and (d) accessories. The Union will be consulted in the development of these general design guidelines.

The following elements in the work environment may affect the appropriateness of the setting in which VDT users work:

1. The ability to position the VDT and keyboard in relationship to each other and at heights which are appropriate for the work to be performed and the user;
2. The ability to provide adequate lighting for the work to be performed;

3. The ability to minimize glare;
4. The ability to minimize printer noise, and;
5. Chairs which may be adjusted to and which provide proper support for the user. The Employer will provide information and guidance to its work units which will assist them in creating an appropriate setting for VDT users.

Section 10 Education and Reporting Procedures

By July 1, 1999, the Employer will provide to the Union a written plan for delivery of health and safety information and reporting procedures for each department.

Section 11 Health and Safety Committees

In the State departments, Board of Regents institutions, and state institutions or correctional facilities where currently a health and safety committee operates, the Employer shall designate the number of bargaining unit representative(s) who will serve on the committee (which shall not be less than one (1) representative). The Union shall have the right to designate which bargaining unit employee(s) shall serve as representative(s). Bargaining unit representative(s) shall serve on the committee for a designated term consistent with current practices. This provision shall also apply to any newly created health and safety committee which will include bargaining unit employees.

The parties agree that attempts to resolve health and safety concerns should first be made at the local level. Therefore, these matters should be discussed with local Labor/Management committees pursuant to Article XI, Section 15. Should the parties be unable to come to mutual agreement at the local level or if it is a statewide issue, either party may refer the issue to the next statewide Labor/Management meeting pursuant to Article XI, Section 15. An additional two (2) hour limit will be set aside at the statewide Labor/Management meeting to address any issues referred pursuant to this section. For health and safety issues discussed at statewide Labor/Management meeting that are not resolved at that meeting, a joint report summarizing the various positions of the parties will be issued no later than two (2) weeks prior to the next statewide Labor/Management committee meeting. This joint report shall be shared with the department director and the President of AFSCME Iowa Council 61.

Section 12 Health and Safety Complaint Procedure

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

Section 13 Miscellaneous Appendix References

Communicable/Contagious Diseases: Department of Corrections, see Appendix H; Department of Human Services, see Appendix J; Community Based Corrections, see Appendix S; Notification of Critical Incidents: Department of Human Services, see Appendix J; Cell Phones and Vehicles: Department of Natural Resources Park Managers, see Appendix P; Community Based Corrections, see Appendix S; Public Defense, see Appendix G; Violent Clients: Iowa Veterans Home, see Appendix V; Department of Human Services, see Appendix J; High Crime Areas: Community Based Corrections, see Appendix S

RULING: This proposal is a permissive subject of bargaining, except for Section 4, paragraphs A and B (underlined), which are prohibited.

Proposal 24 consists of permissive subjects of bargaining, except for Section 4, paragraphs A and B (underlined), which is an excluded subject of bargaining. While titled as “Health and Safety,” not all sections are permissive as such. As prior PERB case law established, in order for a proposal to come within the scope of the topic “health and safety,” the substance of the proposal must bear a direct relationship to the health and safety of employees “as a means of protecting employees beyond the normal hazards inherent in their work.” See *State*, 508 N.W.2d at 673.

We determined Sections 3, 5, and 9 bear a direct relationship to the health and safety of employees as a means of protection beyond normal inherent hazards. The matters addressed in Sections 1, 2(A), 7, and the first sentence of 12, (for the State to provide and maintain tools and equipment; maintain its buildings and tunnels; equip State vehicles; and provide safe working conditions) lack the same direct relationship to the protection of employees beyond normal inherent hazards. They are nonetheless permissive subjects of bargaining.

We look at what a given proposal would require the employer to do if the proposal was incorporated into the collective bargaining agreement. In that vein, we determined proposals with predominant characteristics that address matters, such as requiring either party to comply with laws and regulations; follow policies and procedures; develop policies or protocols; notify the other party; or file or provide a report or plan to the other party; are proposals that are neither

mandatorily negotiable or excluded and, thus, are permissive subjects of bargaining. Related reporting requirements bear no direct relationship to the employees' health and safety. Similarly, when the predominant characteristic of a proposal is to make compliance contingent on funding, the proposal is a permissive subject of bargaining. Accordingly, Sections 2(B), 2(C), 4(D), 8, 10, and the latter part of Section 12 are permissive subjects of bargaining.

The predominant characteristic of Section 6 is to allow employees the option of submitting claims for reimbursement of damaged personal property subject to legislative approval or approval by the State Appeal Board. The proposal does not set forth guaranteed reimbursement. We disagree that this is a supplemental pay proposal. Rather, we determined Section 6 to be a permissive subject of bargaining. *See, e.g., Blackhawk Cnty., 2006 PERB 7219 at 18* (although decided before the definition of "supplemental pay" was codified, Board determined reimbursement policy a permissive subject).

Section 4(C) allows employees to wear union pins and is a permissive subject of bargaining.

The predominant characteristic of Section 11 is the establishment and operation of a labor-management committee to address health and safety concerns. We have previously determined that the establishment of such a committee and not the nature of the underlying purpose is the predominant characteristic, and is a permissive subject. *See, e.g., State, 508 N.W.2d at 675; Black Hawk Cnty, 2006 PERB 7218 at 17.* Accordingly, Section 11 is a

permissive subject of bargaining. Section 13 merely references other appendix references and is a permissive subject of bargaining.

Sections 4(A) and 4(B) require the State to provide uniforms and clothing that are not related to the protection of employees beyond normal hazards to constitute health and safety matters. Rather, these provisions fall within the section 20.3(12) definition of “supplemental pay.” The uniforms and clothing are (1) “a payment of moneys or other thing of value;” (2) that “is related to the employment relationship;” and (3) “that is in addition to compensation received pursuant to any other permitted subject of negotiation specified in section 20.9.” These provisions are therefore an excluded subject of bargaining for non-public-safety units.

PROPOSAL 26: Appendix A (Pay Grades and Classifications)

See attached “Appendix A” — List of job classifications and paygrades.

RULING:

The identification by number of the bargaining units involved (page A-1) is a permissive subject of bargaining.

The identifying code number and bargaining unit number for each of the listed job classifications are permissive subjects of bargaining.

The list of job classifications is a permissive subject of bargaining in that the employer is not required to negotiate what job classifications will exist, or the titles to be given to job classifications.

The identification of the “pay grade” applicable to an existing listed classification is a mandatory subject of bargaining, but only to the extent that it identifies the base wage for the classification, rather than a range of wages in excess of the identified base wage.

The explanation of the # symbol at page A-2 is a mandatory subject of bargaining to the extent it establishes the base wage for the classifications indicated.

The explanations of the ** and xx symbols at page A-2 are permissive subjects of bargaining.

The explanation of the asterisks at page A-4 concerning Regent classifications is a mandatory subject of bargaining to the extent it establishes the base wage for the classifications indicated.

The two paragraphs on page A-6 following the list of community-based corrections classifications are permissive subjects of bargaining.

Appendix A lists job classifications and their respective pay grades and bargaining unit identification numbers. “Job classifications” is the arrangement of jobs into categories for the primary purpose of establishing wage or salary rates. *Oskaloosa*, 2017 PERB 100823 at 7. “Job classifications” is a permissive subject of bargaining for non-public-safety units. *Id.*; *Columbus*, 2017 PERB 100820 at 9.

The pay grades assigned to the job classifications presumably designate the range of pay for each listed classification. They are a permissive subject of bargaining. *See, e.g., United Elect. Radio & Mach. Workers of Am.*, 2017 PERB 100825 at 14-15. To the extent they identify the base wage for a classification, they are mandatorily negotiable. We defined the new mandatory subject, “base wages,” as “the minimum (bottom) pay for a job classification, category or title, exclusive of additional pay such as bonuses, premium pay, merit pay, performance pay or longevity pay.” *Columbus*, 2017 PERB 100820 at 5.

The remainder of the proposal setting forth identifying numbers is a permissive subject of bargaining.

The explanation of the # symbol at page A-2 is a mandatory subject of bargaining to the extent it establishes the base wage for the classifications indicated. Otherwise, it is a permissive subject as “wages.”

The explanations of the ** and xx symbols at page A-2 denote overtime provisions and is a permissive subject of bargaining as “overtime compensation.”

The explanation of the asterisks at page A-4 concerning Regent classifications is a mandatory subject of bargaining to the extent it establishes the base wage for the classifications indicated. Otherwise, this is a permissive subject as “wages.”

The two paragraphs on page A-6 following the list of community-based corrections classifications are permissive subjects of bargaining. The first provision falls within the permissive subject “overtime compensation.” The second addresses the parties’ review and creation or deletion of job classifications.

PROPOSAL 27: Appendix B (Organizational and Employing Units)

**APPENDIX B
ORGANIZATIONAL AND EMPLOYING UNITS**

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

1. Regents:
Institutions
2. Human Services:
Civil Commitment Unit for Sexual Offenders (CCUSO)
Institutions
Service Areas
Child Support Recovery Regions (4 Field and 1 Central Office)
Targeted Case Management Areas (2 Field)
Central Office
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. Iowa Workforce Development:
 - a. Workers’ Compensation Division - Statewide for transfers and layoffs.
 - b. Labor Services Division - Statewide for transfers and layoffs.
 - c. All other divisions, including the administrative offices at 150 Des Moines Street and 1000 East Grand Avenue, considered together as one (1) statewide organizational/employing unit, with the exception of the Workforce

Development Center Administration Division where organizational units, for the purposes of layoff or hours reduction, are Service Delivery Areas (see Appendix T).

5. Corrections:
Institutions
Central Office
6. Community Based Corrections:
For Layoffs:
Districts
Field Services / Residential
Clerical
For Transfers:
Districts
7. All other State agencies:
Divisions
Districts or Regions
Institutions

RULING: This proposal is a prohibited subject of bargaining.

The predominant characteristic of Proposal 27 is to define the group of employees within which layoffs will occur or transfer procedures will apply. To the extent the proposal concerns the order and manner of layoffs, it is well within the now excluded section 20.9 topic “procedures for staff reduction.” *See State of Iowa*, 2013 PERB 8604 at 9; *Bettendorf Cmty. Sch. Dist. & Bettendorf Educ. Ass’n*, 1976 PERB 598 & 602 at 16-17. To the extent the proposal applies to transfers, it squarely falls within “transfer procedures,” which is now an excluded subject of bargaining for non-public-safety units.

PROPOSAL 28: Appendix B-2 (Community Based Corrections)

APPENDIX B2

COMMUNITY BASED CORRECTIONS

Class Series for Purposes of Layoff and Bumping
Clerical:
Data Processing Program Analyst
Computer Programmer
Data Processing Coordinator

Data Processing Technician

Account Clerk 2

Account Clerk 1

Secretary Clerk

Typist

Field Services/Residential:

Probation/Parole Officer 3

Probation/Parole Officer 2

Probation/Parole Officer 1

Residential Officer

Offender Workforce Development Specialist

Offender Employment Specialist

Job Developer

Education Instructor

Education Aide

Volunteer Services Coordinator

Pretrial Interviewer

Substance Abuse Liaison

Community Treatment Coordinator

Community Program Monitor

Psychologist

Polygrapher

Miscellaneous:

Food Service Leader

Food Service Coordinator

Cook

Community Work Crew Leader

Maintenance Coordinator

Maintenance Technician

RULING: This proposal is a prohibited subject of bargaining.

Proposal 28 sets forth the class series for layoff and bumping order. This proposal falls squarely within the section 20.9 topic "procedures for staff reduction" and is an excluded subject of bargaining. See Proposal 7.

PROPOSAL 29: Appendix C (Enrollment Periods, Other Enrollment Changes and Movement Among Plans)

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

1. Health Benefits Plans

a. New Employees

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

b. PROMISE Employees

PROMISE program employees, as established by Executive Order Number 27, may enroll in single or family coverage within sixty (60) calendar days of the expiration of their Medicaid benefits.

c. Open Enrollment and Change Period

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

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 and that only dependents allowed by the event are added to or removed from coverage. A change may be made if action is taken within thirty (30) calendar days (sixty (60) days in the case of birth or adoption) of any of the following events:

Marriage;

Death of a spouse or dependent;

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

Employee or spouse reaches age 65;

Spouse or dependents who have lost coverage.

Employee, spouse or dependent becomes eligible for Medicare, or;

Divorce, annulment, legal separation, or dissolution of marriage,
or;
Dependent no longer eligible Dependent resumes full-time
student status

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 change to a family health contract within sixty (60) days of the date of this birth. The effective date of the family health contract will be the first day of the month in which the biological child was born. Appropriate deductions for payment of the family contract will be taken retroactively to reflect the change to a family contract.

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

2. Dental Benefits Plan

a. New Employees

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

b. PROMISE Employees

PROMISE program employees, as established by Executive Order Number 27, may enroll in single or family coverage within sixty (60) calendar days of the expiration of their Medicaid benefits.

c. Enrollment and Change Period

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

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 and that only dependents directly affected by the event are added to or removed from coverage. A change may be made if action is taken within thirty (30) calendar days [sixty (60) days in the case of birth or adoption] of any of the following events, and provided

that only those dependents directly affected by the event are added to coverage:

Marriage;

Death of a spouse or dependent;

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

Employee or spouse reaches age 65;

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

Employee, spouse or dependent becomes eligible for Medicare;

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

Dependent no longer eligible

Dependent resumes full-time student status Birth. Timely action must be taken in order to add a newborn to an existing single or family dental contract.

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

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

RULING: This proposal is a prohibited subject of bargaining.

Proposal 29 sets forth employee's insurance eligibility, enrollment, and dependent coverage for health and dental benefits. The proposal falls squarely within the topic "insurance" and is now an excluded subject of bargaining for non-public-safety units.

PROPOSAL 30: Appendix C-1 (Health Benefits Review Committee)

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 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.

RULING: This proposal is a permissive subject of bargaining.

The predominant characteristic of this proposal is the establishment and operation of a labor-management committee. As previously discussed, these provisions are a permissive subject of bargaining. The language allowing union representatives to attend the meetings in pay status is a "leaves of absence" provision while the following sentence regarding overtime is permissive as "overtime compensation." The last sentence of Appendix C-1 requires meals and mileage reimbursement by AFSCME and is a permissive subject of bargaining.