

## PROPOSAL 31: Appendix D (Dental Benefit Coverage)

**APPENDIX D  
DENTAL BENEFIT COVERAGE**

## 1. Diagnostic and Preventative Services

Plan payment at one hundred percent (100%) UCR. Routine examination and teeth cleaning twice in a plan year. Bite-wing x-rays at twelve (12) month intervals. Full mouth x-rays once in any three (3) year interval unless special need is shown. Topical fluoride applications as prescribed by the dentist for unmarried dependent children, but not more than once in any twelve (12) month interval.

## 2. Routine and Restorative Services

Plan payment at eighty percent (80%) UCR. Regular cavity fillings (amalgam, stainless steel crowns, synthetic porcelain and plastic). Emergency treatment for relief of pain. Oral surgery (tooth extractions and other oral surgery, including pre and post-operative care). Topical applications of sealants for unmarried dependent children who are less than fifteen (15) years old. Not more than a single application for each molar. Lifetime maximum per member one hundred twenty dollars (\$120.00). No deductibles.

## 3. Major Restorative Services

Plan payment at fifty percent (50%) UCR. Root canals. Gold fillings when other filling materials cannot be used. Crowns and jackets when necessary and when fillings cannot be used. The dental benefits shall include surgical as well as nonsurgical treatment for gum and bone (alveolar) diseases (surgical and non-surgical periodontics) at fifty percent (50%) coinsurance.

## 4. Prosthetics

The dental benefits shall include bridges and dentures at fifty percent (50%) coinsurance.

## 5. Annual Maximum Plan Payment

The annual maximum plan payment for all plan benefits shall be fifteen hundred dollars (\$1,500) per member per year.

## 6. Orthodontics

The dental benefits shall include orthodontics to be paid at fifty percent (50%) coinsurance with a per dependent lifetime maximum of fifteen hundred dollars (\$1,500).

**RULING:** This proposal is a prohibited subject of bargaining.

Proposal 31, Appendix D, addresses dental benefit coverage and falls squarely within the section 20.9 topic "insurance," which is now an excluded subject of bargaining.

**APPENDIX E**  
**RELOCATION REIMBURSEMENT**

**1. GENERAL POLICY**

Executive branch state employees who are reassigned at the direction of the Appointing Authority shall be reimbursed for relocation and related expenses in accordance with this policy, with a maximum amount of expense to the state of fifty thousand dollars (\$50,000). If approved by the Appointing Authority, an individual newly hired or promoted may be reimbursed for relocation and related expenses at the same rate used for the reimbursement of a current employee who has been reassigned. The Appointing Authority shall have the discretion to decide the extent to which reimbursement is provided to newly hired or promoted employees. Prior written approval must be given by the Department of Administrative Services-State Accounting Enterprise (DAS-SAE) to the Appointing Authority for relocation to or from outside the continental United States. Upon request of the Appointing Authority, exceptions to this policy may be made with prior written approval of the DAS-HRE. Eligibility for reimbursement shall occur when all of the following conditions exist:

- \* The move is for the primary benefit of the State;
- \* A permanent change in duty station is required; and
- \* The individual must change his or her place of personal residence beyond twenty-five (25) miles. (For moves less than twenty-five (25) miles, no relocation expenses reimbursement will be allowed unless DAS-HRE has given prior written approval.)

An employee may elect to relocate temporarily and remain eligible to relocate permanently at any time thereafter for a period of up to twelve (12) months from the day before the employee is to report to the new duty station. Temporary living expenses requested for reimbursement during such a "temporary relocation" shall be included as part of the total amount reimbursable under this policy [up to ninety (90) calendar days]. Claims for reimbursement of temporary living expenses shall be filed on the Temporary Living Expense Claim form [TP(RELO-SUB)]. One (1) member of the employee's immediate household may be eligible for limited temporary living expenses.

Reimbursement of relocation expenses will not occur prior to the time the employee is officially on the payroll or the time the employee has an official change in duty station, and will be made on the basis of DASHRE rules and policies in effect at that time. However, approval to incur expenses and to submit claims for reimbursement may occur before the employee is officially reassigned or placed on the payroll. Claims for reimbursement of relocation expenses shall be filed on the Relocation Expense Claim form [TP(RELOEXP)]. Unless otherwise provided in this policy, reimbursement amounts for meals, lodging and personal vehicle mileage will be the same as for a State employee on State business.

Disputes with regard to the application and interpretation of this policy, as well as exceptions to this policy, shall be submitted to and resolved by the Director of the Department of Administrative Services. The resolution shall be put in writing and copies sent to the Appointing Authority, the employee and DAS-HRE.

## 2. DEFINITIONS

- Amortization - A payment plan which enables the borrower to reduce his or her debt gradually through monthly payments of the principal.
- Appraisal fee - A fee charged by an appraiser for an appraisal report. If the lender secures the appraisal, the fee is usually paid to the lender.
- Assumption fee - A fee charged by a lender to compensate for administrative costs related to an assumption of a pre-existing mortgage.
- Binding, not to exceed bid - A bid that is guaranteed not to exceed a certain dollar amount.
- Bridge loan - A loan, from a financial institution, to cover the short interval between buying a house and selling another.
- Credit report - A report required by a lender on the credit standing of a prospective borrower.
- Duty station - A geographic location where an employee is officially assigned to work.
- Escrow agent's fee - A fee charged by an escrow agent to establish an escrow account.
- Former residence - A personal place of residence owned or rented by the employee immediately preceding the move.
- Household goods - Personal property that belongs to the employee or the employee's immediate household members and that is related to occupying, maintaining or caring for a home. Household goods include yard items such as utility sheds and play sets that are reasonably movable as well as recreational equipment and vehicles.
- Immediate household - Individuals who are members of or reside in the employee's household.
- Lender application fee or loan origination fee - A fee charged by a lender which is in essence a "service charge" to compensate for the lender's administrative and loan preparation costs. The fee is usually expressed in points (a flat percentage of the loan amount).
- Mobile home - A mobile dwelling constructed for use as a residence and designed to be moved. Includes components attached to or a part of the home.
- Mortgage - A lien or claim given by a buyer to a lender to secure advances on, or the unpaid purchase price of, real property. Includes contracts for the purchase of real property.
- Mortgage prepayment penalty - A fee charged by the lender when a borrower pays off an existing mortgage prior to its expiration.
- Promotion - The acceptance by a nontemporary employee of an offer by an appointing authority to move to a position in a class with a higher pay

grade that may involve movement between positions covered by merit system provisions and positions not covered by merit system provisions.

- Realtor commission - A fee charged by the agent for the sale of real estate property; usually a percent of the property's sale price.

- Reassignment - The movement of an employee and the position the employee occupies within the same organizational unit or to another organizational unit at the discretion of the Appointing Authority. A reassignment may include a change in duties, work location, days of work or hours of work, and may be temporary or permanent. A reassignment may result in a change from the employee's previous job classification.

- Residence - An employee's place of permanent residence.

- The employee may have only one (1) residence from which the move is being made. Other homes or real property owned or rented by the employee are not covered for the purposes of this policy, unless it is temporary housing. However, with prior approval, household goods from other locations may also be moved (e.g., items in storage or situations where the employee or a member of the employee's immediate family occupies a dormitory room).

- A residence owned by the employee means a residence owned in whole or in part by the employee or spouse.

- If the former residence is part of a multiple-family or multiple-purpose property owned by the employee, incidental moving expenses incurred for selling the property will be prorated to include only that part of the expenses applicable to the employee's actual residence.

- Severance agreement - A written agreement between the Employer and employee stipulating salary and benefits to be paid upon separation.

- Stop-over or pick-up charges - A fee charged by the moving company when the goods to be moved must be picked up from more than one (1) location, or when a temporary delay in delivery to the new location is necessary (may also be called in-transit temporary storage).

- Title and recording fees - Fees charged by a county to record a sale of real property and establish ownership of real estate property.

- Transfer tax - A state revenue stamp, documentary stamp or other tax required on the transfer of real property. The amount is based on the actual sale price of the real property.

### 3. MAKING ARRANGEMENTS

In all situations, the employee is responsible for making relocation arrangements, but must first have the approval of the appointing authority before finalizing the arrangements. Neither the agency nor the State of Iowa shall be responsible for loss or damage to an employee's personal property.

An employee who is approved for reimbursement of relocation expenses shall obtain original "binding, not to exceed" written bids from at least two (2) licensed carriers. The bid with the lowest dollar amount will be the bid accepted. The employee may, however, make an alternate selection, but the amount that will be reimbursed shall not exceed the dollar amount of the



lowest bid, and the employee must receive prior approval from the appointing authority before contracting with or utilizing an alternate carrier.

An employee approved for reimbursement of relocation expenses who is moving his or her mobile home shall obtain at least two (2) "binding, not to exceed" written bids on the cost of moving the mobile home and the disassembly and reassembly of any components. The bid with the lowest dollar amount will be the bid accepted. The employee may, however, make an alternate selection, but the amount that will be reimbursed shall not exceed the dollar amount of the lowest bid, and the employee must receive prior approval from the appointing authority before contracting with or utilizing an alternate transporter and installer.

After the relocation is complete, the employee will furnish the agency with the proper documentation needed to prepare and process the claim for payment.

In case the employee wishes to pay the carrier, transporter, or installer immediately after the move or is required to do so, the employee may claim reimbursement from the State by using the Relocation Expense Claim form [TP(RELO-EXP)]. All supporting documents that are required by the State (original invoice) must be furnished by the carrier, transporter, or installer to the employee, who must attach them to his or her claim. The invoice must be marked clearly and signed by the mover "Paid in Full."

Employees who wish to move themselves shall not be reimbursed an amount that exceeds the lowest bid for the move. The expense reimbursement voucher must be accompanied by the two (2) carrier bids and any applicable receipts. Neither the employee nor family members will be reimbursed for time spent assisting with or doing their own move.

**4. EXPENSES THAT ARE REIMBURSABLE THE FOLLOWING EXPENSES ARE ELIGIBLE FOR FULL REIMBURSEMENT:**

- Household goods.
    - a. Movement of household goods by a moving company.
      - Moving interior and exterior household goods from the former principal residence to the new principal residence.
      - Insurance for the full (no deductible) replacement value protection of all household goods. The cost of insurance must be clearly spelled out in the movers' bids.
      - Cost of packing and unpacking household goods.
      - Cost of disassembly and reassembly of household goods.
      - Stop-over and pick-up charges. This also includes expenses of moving household goods into storage and removing household goods from storage.
      - Storage charges on household goods for up to ninety (90) days.
- Payments to the carrier, transporter, or installer for moving expenses may be paid directly by the State or the employee may pay the carrier, transporter, or installer directly and request reimbursement from the State. In either case, the following documentation will be required:
- Originals or faxed copies of two (2) signed moving company bid sheets from licensed carriers, transporters, or installers; and

- Original invoice or bill of lading furnished by the carrier, transporter, or installer; and
  - Invoice marked "Paid in Full" and signed by the carrier, transporter, or installer (if paid directly by the employee); and
  - Completed relocation expenses claim forms.
- b. Self-move of household goods.
- Mileage reimbursement at the state rate for using a motor vehicle. More than one (1) trip may be reimbursed between the former principal residence and the new principal residence, as necessary.
  - Trailer and trailer hitch rental. Truck rental plus reimbursement for the cost of fuel for the truck. More than one (1) trip may be reimbursed between the former principal residence and the new principal residence, as necessary. Original receipts for fuel must be accompanied by documentation showing origin, destination and miles driven.
  - Trip insurance for full (no deductible) replacement value protection for the time period of the move.
  - Rental of equipment to disassemble or reassemble household goods.
  - Day labor [maximum of twelve dollars (\$12) per hour] hired to assist with the self-move (the employee and members of the immediate household are not eligible for this reimbursement). A handwritten receipt dated and signed by the person receiving payment showing the hours worked and the amount paid must accompany the request for reimbursement.
- c. Movement of a mobile home.
- Preparation of the mobile home for the move.
  - Moving the mobile home including, as necessary, the cost of disassembly and reassembly of any components attached to or a part of the mobile home.
  - Set-up including tie-downs, skirting, leveling pads and concrete blocks.
  - Insurance for full (no deductible) replacement value protection of the mobile home. NOTE: If not moved, the mobile home will be considered a principal residence and expenses related to its sale will be reimbursed accordingly.
  - Realtor commission. Realtor commission on the sale of the employee's former principal residence. The claim for reimbursement shall include one (1) copy of the real estate closing statement showing the sale price of the residence and the realtor's commission fees.
  - Marketing expenses to sell the residence without a realtor. Expenses associated with marketing the former principal residence for sale without using the services of a realtor are reimbursable in lieu of the realtor commission. All other expenses associated with the sale are subject to and covered by the five thousand dollar (\$5,000) limit.
  - Subsistence expenses (temporary living expenses). Subsistence expenses are defined, for this purpose, as breakfast, lunch, dinner, lodging, and up to ten minutes of long distance telephone or cellular phone calls to the former principal residence each day.

Subsistence expenses will start on the day prior to the day the employee is to report to the new duty station and end on the day after the employee's household goods are delivered to the employee's new principal residence or at the end of ninety (90) calendar days, whichever comes first.

The ninety (90) calendar days for the employee shall be consecutive unless the employee must be absent on State business from the new duty station for more than five consecutive workdays, in which case those days will not be counted toward the ninety (90) calendar day time frame.

Subsistence reimbursement for meals and lodging will be up to the current rate for employee in-state travel as established in the DAS-SAE Accounting Policies and Procedures Manual. One (1) member of the employee's immediate household, if living with the employee, is also eligible to receive up to the same amount per day for meals, but not lodging, for a maximum of ninety (90) calendar days. Both ninety (90) calendar day periods will run concurrently. This reimbursement is in addition to "expenses during move of household goods." Lodging may include month to month apartment rental and related utilities in lieu of a motel, in which case unrefunded deposits may be claimed for reimbursement. "Related" utilities are those items that would be included in the cost of a motel and are defined, for this purpose, as gas, electricity, basic telephone, basic cable television and water. Claims for reimbursement of subsistence expenses shall be filed on the Temporary Living Expense Claim form [TP(RELO-EXP)].

In lieu of or in combination with subsistence expenses, an employee may be reimbursed for mileage and meals at the daily in-State rate to commute between the new duty station and the employee's former principal residence. Daily reimbursement for commuting will not, however, exceed the daily subsistence expense maximums that would be allowed if the employee remained at the new duty station location.

- Income tax assistance. Employees must pay taxes on the prior calendar year's taxable relocation expenses. Income tax assistance payments of thirty-five percent (35%) for reimbursement of taxable relocation expenses will be included each time a claim is paid. Important: Employees will not receive any further compensation for taxable relocation expenses at the end of the calendar year.

THE FOLLOWING EXPENSES ARE ELIGIBLE FOR REIMBURSEMENT UP TO AN AGGREGATE TOTAL OF FIVE THOUSAND DOLLARS (\$5,000):

- Incidental expenses.
  - a. Costs associated with the sale or purchase of a residence. To be eligible for reimbursement under this category, the employee must own his/her principal residence at the time of hire or reassignment.

This category includes necessary and reasonable costs incurred by the employee incidental to the purchase of a new principal residence and customarily paid by the buyer, and incidental to the sale of a former principal residence and customarily paid by the seller.

The following costs associated with the sale of the employee's principal residence are reimbursable under this policy:

- Items payable in connection with a loan:
  - Veterans Administration Funding Fee
  - Mortgage Release/Prepayment Penalty
  - Wire Transfer Fee
  - Postage Fee
- Title charges:
  - Administrative Compliance Fee
  - Settlement Fee
  - Abstract or Title Search
  - Document Preparation
  - Notary Fee
  - Attorney Fee
  - Deed Preparation
  - Abstract Continuation
- Government recording and transfer charges:
  - Mortgage Release Fee
  - Deed or Tax Stamps
- Inspection Fees (if required by law)
  - Pest Inspection
  - Termite Inspection
  - Radon Inspection
  - Structural Inspection
  - Electrical/Plumbing Inspection

The following costs associated with the purchase of a principal residence are reimbursable under this policy:

- Items payable in connection with obtaining a loan:
  - Loan Origination Fee
  - Appraisal Fee
  - Credit Report
  - Processing Fee
  - Closing Fee
  - Prepaid Loan Fee
  - Loan Assumption Fee
  - Commitment Fee
  - Escrow Agent Fee
  - Wire Transfer Fee
  - Postage Fee
  - Underwriters Fee
- Title charges:
  - Administrative Compliance Fee
  - Abstract or Title Search
  - Document Preparation
  - Title Examination
  - Notary Fee
  - Attorney Fee
  - Plat Drafting
  - Plat Drawing/Survey



Title Insurance (Title Guarantee)

Survey Charges

Flood Certification Fee

- Government recording and transfer charges:

Deed Recording Fee

- Inspection Fees (if required by law):

Radon Inspection

Structural Inspection

Electrical/Plumbing Inspection

b. Utility disconnect and connect charges. Utility connect charges do not include refundable utility deposits or refundable utility cooperative memberships.

c. Residence disposal and location expenses.

- Transportation for up to two (2) round trips between the former principal residence and the new principal residence (reimbursable at the current state rate if a personal automobile is used or at the coach rate if travel is by air) for the employee and one (1) household member. This includes travel to conduct business associated with the sale of the former principal residence.

- Actual meal and lodging expenses for up to five (5) days and four (4) nights for each of the trips mentioned in the paragraph above for the employee and one (1) household member while visiting the new principal residence location.

- Automobile rental for up to five (5) days plus reimbursement for the cost of fuel for each of the trips mentioned in the paragraph above.

- Long distance telephone or cellular phone calls and fax charges incidental to the sale or subletting of the former principal residence and/or the purchase or rental of the new principal residence.

d. Expenses during move of household goods.

- Actual meals and lodging for the employee and each member of the immediate household for up to five (5) days and four (4) nights while household goods are in transit.

- At the time of the move, one-way mileage (at the state rate) for up to two (2) vehicles, owned by the employee or a member of the employee's household, from the former principal residence to the new principal residence. Should the employee's household contain more than two (2) licensed drivers, the number of vehicles for which mileage reimbursement may be claimed shall be equal to the number of licensed drivers. In lieu of driving automobiles from the former principal residence to the new principal residence, the employee and/or the employee's immediate household members may choose an alternate means of transportation for reimbursement and have the vehicles moved by the moving company.

e. Costs incurred in settling a lease, not to exceed three (3) months' rent. This expense shall not be allowed if it is determined that the employee knew, or reasonably should have known, that a reassignment was imminent before entering into a lease agreement.

5. DAYS OFF WITH PAY

Employees may utilize up to a total of eighty (80) hours of paid work time off for any combination of the following reasons:

- Locating a new principal residence.
- Closing on the sale or lease of the former principal residence.
- Closing on the purchase or lease of the new principal residence.
- Moving household goods from the former to the new principal residence.
- Related incidental activities.

6. EXPENSES NOT REIMBURSABLE

- Expenses reimbursed by the former employer as part of a severance agreement.
- The cost of transporting vehicles not included in "Expenses during move of household goods."
- The cost of or related to moving livestock.
- Any other items not specifically covered by this policy.
- Any reimbursable item in excess of the limits set in this policy.
- Refundable apartment and utility deposits.
- Cable, satellite or other TV, or radio installation or disconnection charges.

7. REPAYMENT

As a condition of receiving reimbursement for moving expenses, the recipient must sign an agreement to continue employment with the appointing authority as provided for in the rules of the Department of Administrative Services [IAC 11-64.9(5)]. A copy of the agreement shall accompany the reimbursement request forms.

RULING: This proposal is a prohibited subject of bargaining.

Proposal 32 defines qualified relocation expenses and reimbursement procedures to reimburse employees for their relocation associated with State employment. The proposal does not provide reimbursement in exchange for services rendered. Thus, it is not "wages." We determined this proposal to be an excluded subject as "supplemental pay." See our previous discussion on Proposal 9.

PROPOSAL 33: Appendix F (Airport Firefighters)

**APPENDIX F  
AIRPORT FIREFIGHTERS**

1. Overtime Compensation

Notwithstanding the provisions of Article VIII, Section 2, employees in the job classification Airport Firefighter shall receive overtime for those hours they work in excess of their regularly scheduled work shift

2. Sick Leave Computation and Accrual

Airport Firefighters shall continue to accrue sick leave using the current conversion factor.

3. Annual Leave Computation Accrual

Airport Firefighters shall continue to accrue leave using their current conversion factor.

4. Holiday Computation and Accrual

For employees in the job classification Airport Firefighter, the hours for holidays shall be computed using the current conversion factor and the total shall be pro rata with the employee receiving one twenty sixth (1/26) of the yearly entitlement per pay period. The hours shall be credited to the employee's accrued vacation account and shall be taken in accordance with the procedures set forth in Article IX, Section 11, Vacations.

5. Pursuant to Article IX, Section 11(B)1, Airport Firefighters will be granted leave equal to one (1) scheduled shift.

**RULING:** This proposal is a permissive subject of bargaining.

We determined Proposal 33 to be a permissive subject of bargaining although its provisions fall within various topics. Section 1 is an "overtime compensation" provision while Sections 2, 3, and 5 address leaves and fall within the section 20.9 topic "leaves of absence." In Section 4, the holiday accrual is a matter that falls within the scope of "holidays" although the computation or credit is a permissive subject of bargaining as "wages." See our discussion on Proposal 16, Section 12.

**APPENDIX G**  
**DEPARTMENT OF PUBLIC DEFENSE**

1. The Employer agrees to provide reimbursement of up to one hundred dollars (\$100.00) for cold weather protective clothing. Employees in the following job classifications are eligible for cold weather protective clothing:

Electricians  
HVAC Technicians  
HVAC Coordinators  
Power Plant Engineers  
Locksmiths  
Plumbers  
Maintenance Repairers  
Mechanics  
Heavy Equipment Operators  
Equipment Operators

Employees shall be eligible for this reimbursement every two (2) years.

The cold weather gear eligible for this reimbursement includes:

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

2. Employees at their discretion will be allowed to carry over twenty (20) hours to the next year. The year for the purpose of utilization of compensatory time shall end on September 30.

3. The Employer agrees to enforce the State of Iowa Violence-Free Workplace Policy. Training will be available for employees upon request.

4. The Employer agrees to provide for safety shoes consistent with the provisions of the main body of the contract.

**RULING:** This proposal is a permissive subject of bargaining.

We determined Sections 1 and 4 require the State to provide protective clothing and shoes that bear a direct relationship to the health and safety of specified employees who require such items for protection beyond normal hazards. See Proposal 24 for our discussion on “health and safety” matters. Thus, these are a permissive subject of bargaining as “health and safety” provisions. Section 2 addresses carryover of compensatory time and falls within



the topic "overtime compensation," which is also a permissive subject. Section 3 requires the State to enforce a violence-free workplace policy. We determined this proposal to fall within the scope of "health and safety" which is a permissive subject of bargaining.

PROPOSAL 35: Appendix H (Corrections)

**APPENDIX H  
DEPARTMENT OF CORRECTIONS**

1. Scheduling for compensatory time, holidays, banked holidays and holiday premium time will be in accordance with Article IX, Section 11, Vacations.
2. In the event an employee of a correctional institution has been determined by the Appointing Authority to have been held hostage, the employee will be eligible for a paid leave of absence up to ninety (90) days as determined by a licensed physician to be necessary for recovery from stress. Such paid leave shall not be charged against the employee's sick leave account.
3. The parties recognize the importance of the confidentiality of medical information. Additionally, the parties agree that all applicable federal and State laws shall be followed in regards to information concerning inmates/residents/clients who have been identified as having communicable/contagious diseases. Employees will be provided with appropriate information which will be available either on each living unit or the institution's intranet system regarding inmates/residents/clients who have been identified as having communicable/contagious diseases of substantial health risk pursuant to the memorandum from Hal Farrier dated December 29, 1986, which addresses the Health Services Policy HSP-85-907. The provisions of this memorandum will be implemented no later than July 15, 1987.
4. "Med Passer" differential will be paid to Correctional Officers and Nursing Unit Coordinators that are required to pass medication. An eligible employee will receive seventy-five cents (\$0.75) per hour differential for a full shift on any day he or she passes medications, regardless of whether the employee actually passes medications on each hour of the shift. The differential will not be paid for days the employee does not pass medications.
5. Every employee required to wear Basic Dress Uniforms (BDU) will be provided with three (3) sets of cotton/polyester BDUs consisting of three (3) trousers, three (3) long sleeved shirts and three (3) short sleeved shirts.
6. The Employer will allow Union representatives the use of an existing phone line for Union business with supervisor's approval. This will be at no

additional cost to the Union or the Employer. Use of this will be in compliance with Article II and Article IV of this Agreement.

7. Effective July 1, 2015, the Employer will reimburse employees up to one hundred and fifty dollars (\$150.00) during the life of this Agreement for the cost for the purchase/replacement of shoes/boots for employees that are required to wear a particular color or style of shoes/boots.

8. Effective July 1, 2009, the Employer agrees to provide a paid meal period to all employees in the job classifications of Correctional Building Service Coordinators, Correctional Trades Leaders, and Correctional Food Services Coordinators. The Employer agrees to continue providing paid meal periods for those positions currently receiving them.

9. The Department of Corrections agrees that any changes to posts/positions that become open or are created will be discussed at monthly institution Labor/ Management meetings.

RULING: Proposal 35 is a permissive subject of bargaining except for paragraphs 5 and 7 (underlined), which are prohibited.

Except for Sections 5 and 7, we determined Proposal 35 to be a permissive subject of bargaining. Although Section 1 references section 20.9 topics, its predominant purpose is to set out scheduling procedures and thus, it is an “hours” provision. Section 2 is a “leaves of absence” provision. As we previously discussed, provisions requiring compliance with applicable laws, such as Section 3, are a permissive subject of bargaining. Section 4 is a “wages” provision for the “Med Passer” as we previously determined in Proposal 9. Section 8 and the first two parts of Section 10 are “hours” provisions. The predominant characteristic of Section 9 is to set out the discussion for the labor-management committee and is a permissive subject of bargaining. Section 6 sets out permission for the union to use phone lines. It is also a permissive subject of bargaining.

Both Sections 5 and 7 are “supplemental pay” provisions and are an excluded subject of bargaining. Uniform, clothing, shoes, and boot allowance

proposals that are not protective gear and do not fall within the scope of “health and safety” are supplemental pay proposals. See our discussion on Proposal 24.

PROPOSAL 36: Appendix I (Transportation)

**APPENDIX I**  
**DEPARTMENT OF TRANSPORTATION**

1. Pursuant to Article VIII, Section 1, Work Schedules, employees called out to work contiguous to their regularly scheduled shift will be allowed to complete their shift up to a total of twelve (12) consecutive hours.

2. The following shall control the interpretation of Article VIII, Section 1, as applied to the Department of Transportation and shall not serve as a precedent to grievances from other departments nor serve in a prejudicial manner to either the Employer or the Union with respect to grievances from other departments:

a. Schedules: DOT maintenance employees will be furnished work schedules indicating the employees’ days and hours of work. These schedules are for informational purposes only and shall not constitute the basis of a grievance concerning overtime eligibility or computation.

DOT employees working on a construction project will be informed of the location and hours of work of their assignment as soon as practicable after the Employer becomes aware of the location and hours of work.

b. Hours:

Reduction in hours during the work week should be done for lack of work or other legitimate reasons. Such determinations are at the sole discretion of the Employer. Maintenance garage employees will be sent home on the basis of inverse seniority within the maintenance garage. For purposes of this paragraph only, seniority groups will be defined as the individual job classification, except for Highway Technician Associate and Highway Technicians that are assigned to and currently performing highway maintenance work and Equipment Operators Seniors who shall constitute a single seniority group.

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

4. Pursuant to Article VIII, Section 2, Overtime, for “equalization of overtime” purposes, if the employee has not notified the Employer in writing that he/she will not be available for overtime, and if the Employer is not able to contact the employee and they can verify by phone record or other documentation that reflects the attempted contact, then the employee will be recorded as having declined to work overtime. Overtime equalization will be

within twenty (20) hours per fiscal year. A shared worker returning to his/her regular work unit shall be credited with the average number of overtime hours worked by employees within the same classification within the work unit while the employee was performing the shared worker duties.

5. Pursuant to Article IX, Section 12, Holidays:

a. Holiday pay will be equal to one (1) regularly scheduled work day whether the employee actually works or not.

b. Holiday pay for employees assigned to and working on a construction site will be equal to the average of the hours worked per day in the work week containing the holiday, not to exceed ten (10) hours but not less than eight (8) hours.

6. The Employer agrees to provide reimbursement of one hundred dollars (\$100) per the term of this contract for cold weather protective clothing for employees whose job assignments require them to regularly work outside during the cold weather months. If the clothing is required to meet the ANSI safety standards or Iowa Department of Transportation Policy and Procedures, this requirement must be met.

The cold weather gear eligible for this reimbursement includes:

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

The employees eligible for this reimbursement include:

Highway Technician Associate (Equipment Operators)  
Highway Technician  
Equipment Operator Senior  
Highway Technician Senior  
Garage Operations Assistant  
Construction Technician  
Construction Technician Senior  
Survey Party Chief  
Construction Technician Assistant  
Asst. Survey Party Chief  
Soils Party Chief  
Bridge Inspector 1  
Bridge Inspector 2  
Asst. Soils Party Chief  
Mechanic Maintenance Worker 2  
Electrician  
Electrical Maintenance Specialist  
Transport Driver  
Locksmith  
Communication Technician 1  
Communication Technician 2  
Communication Technician 3



Anyone who performs winter operations as a shared worker.

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

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

8. Motor Vehicle Officers and Motor Vehicle Sergeants with at least twenty-two (22) years of seniority, but not more than fifty percent (50%) of the crew, by classification, will not be required to work the late shift (shift 3). If it becomes necessary to assign employees to work the late shift, they will be assigned in reverse seniority order.

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

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

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

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

- \* Construction Inspection
- \* Materials Inspection
- \* Survey duties related to a specific construction project
- \* District Land Survey operations.

Eligible employees will be paid a work differential of six and one-half percent (6.5%) of the top pay of a Highway Technician Associate for hours actually worked performing the duties specified above. Training that Management requires to perform duties covered by the work differential will be paid at the work differential rate. The differential will not be paid for any day the employee is not assigned these duties.

Management will determine the number of employees in each work unit eligible for this differential. Qualified employees within the affected work

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

10. The parties agree to allow employees at their discretion to accumulate up to two hundred (200) hours of compensatory time. Any hours over two hundred (200) will be paid in cash. Employees at their discretion will be allowed to carry over forty (40) hours to the next year. The year for purposes of utilization of compensatory time shall end on either March 31 or September 30, whichever the employee elects for the duration of this agreement.

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

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

15. While attending training held at Camp Dodge, employees will lodge at Camp Dodge or a location authorized by Management. During activities that are NOT held at Camp Dodge, employees will be allowed to stay at a hotel of their choice with reimbursement pursuant to Article IX, Section 13(B).

RULING: This proposal is a permissive subject of bargaining except for paragraph 12 and the second sentence of paragraph 15 (underlined), which are prohibited.

With limited exceptions, we determined Proposal 36 is a permissive subject of bargaining. Sections 1 and 2 set out hours and schedules. As a result, they fall within the scope of the topic “hours.” Sections 3, 4, and 10 are overtime provisions that fall within the topic “overtime compensation.” Although Section 5 addresses holidays, it is a “wages” provision. See our discussion on Proposal 16. Section 9 is also a “wages” provision and not supplemental pay as the State asserts. This section requires payment for services rendered in the form of specified activities or duties performed. See our discussion regarding “wages”

on Proposal 9. We determined Section 6, cold weather gear, and Section 7, snow removal manning, to be “health and safety” provisions. See our discussion on Proposal 24. Section 8 addresses assignment, which is neither mandatory nor excluded subject. Thus, as we determined for Proposal 8, it is a permissive subject of bargaining. The predominant purpose of Section 14 is to establish residence job requirements. This is a permissive subject of bargaining.

The mileage reimbursement contained in Section 12 and the travel reimbursement addressed in Section 15 are “supplemental pay” provisions and an excluded subject of bargaining for non-public-safety units. See our discussion on Proposal 17.

PROPOSAL 37: Appendix J (Human Services)

**APPENDIX J**  
**DEPARTMENT OF HUMAN SERVICES**

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

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

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

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

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

2. Pursuant to Article XI, Section 7, Training, contingent upon the availability of funding, a sum of fifty thousand dollars (\$50,000) for each fiscal year of the Agreement shall be set aside within the DHS to fund these programs. These funds may be expended for training programs, participation in employee tuition reimbursement costs, or other education or career enrichment activities. The expenditure of funds under this Agreement is contingent upon the continued availability of this funding.

It is the intention of both parties to improve the quality of training and education of the employees engaged in the care and treatment and related services to DHS residents and patients.

3. If employees are held over for six (6) hours or greater due to severe weather and/or mandated overtime, the Employer will provide a complimentary meal ticket for personal use only, in the institution's dining facility. Tickets must be used no later than the end of their next scheduled shift.

4. The parties agree to continue to work together to reduce client-related incidents while also protecting the rights of clients. The State-level Health and Safety Committee established pursuant to Article XII, Section 11 will meet to discuss violent client situations and aggregate data. The Committee will bring forth ideas that support the reduction of incidents involving violent clients. These discussions will continue at the local Labor/Management Meetings or at the Statewide DHS Labor/Management Meetings pursuant to Article XI, Section 15. The parties agree to use a professional facilitator to conduct the meetings, as necessary. The facilitator shall be selected by mutual agreement.

5. The President of AFSCME Iowa Council 61 will be provided a report within fifteen calendar (15) days of critical incidents resulting in injury to staff by clients requiring medical attention off grounds. This report will contain the following information:

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



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

7. In the event that equipment is purchased, and the operation of that equipment is assigned to an employee, the Employer agrees to provide that employee with such training as is necessary, as determined by the Employer, to carry out the duties of the assigned position.

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

The cold weather gear eligible for this reimbursement includes:

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

The employees eligible for this reimbursement include no more than one hundred twenty (120) employees, as follows.

The Union will provide a list of eligible employees at each institution on or before September 15 of the first contract year.

- Woodward 20
- Independence 27
- Cherokee 26
- Eldora 19
- Glenwood 28

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

RULING: This proposal is a permissive subject of bargaining except for paragraph 3 (underlined), which is prohibited.

Proposal 37 is a permissive subject of bargaining except for Section 3, which is an excluded subject of bargaining. The first part of Section 1 requires the State to pay a "Med Passer" differential and constitutes the permissive

subject of “wages.” See our discussion on Proposal 9. The remaining provisions of Section 1 addresses training and the establishment of a labor-management committee respectively. The training provisions are a matter that falls within the scope of the topic “in-service training.” It is now a permissive subject of bargaining for non-public-safety units. The establishment and operation of labor-management committee is a permissive subject of bargaining. Similarly, Section 2 addresses funding for training and Section 4 establishes a labor-management committee. Each is a permissive subject of bargaining. See our discussion regarding labor-management committees on Proposal 24.

The predominant characteristic of Section 5 is the required distribution of information to the union. As we determined for similar matters requiring reports or information to be provided to the other party, Section 5 is a permissive subject of bargaining. See our discussion on Proposal 24. Section 6 addresses assignment and is also a permissive subject. See our discussion on Proposal 8 regarding assignments. Section 7 requires the State to provide training and is a permissive subject of bargaining.

In this decision, we determined that cold weather protective gear provisions, such as those in Section 8, constitute “health and safety” matters and are a permissive subject of bargaining. See our discussion on Proposal 24. Section 9 addresses carryover of compensatory time and falls within the section 20.9 topic “overtime compensation.” The meal reimbursement contained in Section 3 is “supplemental pay” and an excluded subject of bargaining. See our discussion regarding reimbursement on Proposal 17.

PROPOSAL 39: Appendix L (Administrative Services)

**APPENDIX L**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**

General Services Enterprise (DAS – GSE)

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

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

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

2. Policy: It is the policy of DAS that all supervisors shall distribute paychecks on payday prior to each employee's regularly scheduled lunch break.

If an employee is unavailable when the supervisor first attempts to deliver the paycheck, the supervisor will make an additional attempt to deliver the check prior to the employee's lunch break. If the paycheck has not been delivered to the employee by the start of the employee's lunch period, it will be returned to the personnel office. The personnel office will retain the paycheck until the end of the employee's work shift at which time it will be mailed to the employee.

RULING: This proposal is a mandatory subject of bargaining.

Proposal 39 is a mandatory subject of bargaining for the same reasons we determined Proposal 18 to be mandatorily negotiable as "base wages."

PROPOSAL 40: Appendix L (Administrative Services)

3. The Employer will develop, with the assistance of the Union, a policy and program to identify the conditions requiring the use of personal protective equipment. The policy and program shall include, but not be limited to, the procedures regarding acquisition of personal protective equipment, for prescription safety glasses, protective footwear, and spring and severe cold weather clothing. The above language means the replacement only of existing cold weather clothing which the Employer will make available once every two (2) years starting in fiscal year 2011 to a predetermined group of the employees (approved prior to implementation by both Union and Management) working in the grounds, mechanical, electrical, DAS-GSE Construction Project Managers who are currently classified as Executive Officers covered by this contract, carpentry, drivers, custodial and locksmith areas.

4. Employees will notify management prior to purchasing safety shoes. The Employer will reimburse employees for the cost, up to one hundred fifty-five

dollars (\$155), of ANSI rated safety shoes for employees who are required to wear them.

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

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

7. DAS-GSE employees not within Mail will be responsible for the laundering of their own uniform. Uniforms shall be shirts and pants as agreed to by the Union and Management and shall be replaced once a year or as needed.

8. Uniforms will not be provided to new employees until they complete their probationary period. Centralized Procurement Enterprise (DAS – CPE) Staff at DAS – CPE Fleet currently provided uniforms through a vendor contract will continue to be provided appropriate work clothing that is laundered and maintained by the vendor. Uniforms shall be shirts and pants as agreed to by the Union and Management and shall be replaced once a year or as needed.

RULING: This proposal is a permissive subject of bargaining except for paragraphs 6, 7 and 8, which are prohibited.

Except for Sections 6, 7, and 8, Proposal 40 is a permissive subject of bargaining. The predominant characteristic of Section 3 is the State and Union joint development of policies on protective equipment. Its purpose is akin to the establishment of a labor-management committee that addresses health and safety matters. The underlying nature and subject of the policies do not make this a “health and safety” proposal. The predominant characteristic is the development of the policy and program. It is a permissive subject of bargaining nonetheless. Section 4 addresses safety shoe reimbursement and as we have determined for like provisions, it falls within “health and safety” and is a permissive subject of bargaining. Section 5 is an “overtime compensation” proposal.

Sections 6, 7, and 8 require the State to provide uniforms that are not protective wear. As such, the provisions constitute “supplemental pay” and are an excluded subject of bargaining.

PROPOSAL 41: Appendix M (Board of Regents)

**APPENDIX M  
BOARD OF REGENTS (BOR)**

**A. Board of Regents Institutions**

3. Pursuant to Article IV, Section 2, grievances shall be submitted to the department head or their designee at Step 1 and to the following persons or their designee at Step 2:

- a. Iowa Braille and Sight Saving School: Superintendent
- b. Iowa School for the Deaf: Superintendent
- c. Iowa State University: Associate Vice President for Human Resource Services
- d. University of Iowa: Senior Associate Director, Human Resources, Director of Employee and Labor Relations. The University of Iowa reserves the right to remove Social Security numbers from grievances. University ID or Employee ID may be used in lieu of Social Security numbers.
- e. University of Northern Iowa: President

4. Pursuant to Article IV, Section 2, grievances which have not been settled under the foregoing procedure are eligible for arbitration and the BOR office will be the representative in arbitrations involving the Regents institutions.

5. Pursuant to Article IV, Section 14, BOR Institutions shall participate in GRIP with one management panel member from the BOR Office staff.

6. Pursuant to Article VI, Section 2, General Layoff Procedures, on a monthly basis, the Employer shall provide the local Unions with a list of bargaining unit employees awaiting recall. Such list will include each employee's name, classification, seniority date, date of eligibility for recall, and all classifications the employee requests for recall.

The temporary layoff provisions of Article VI, Section 3, do not apply to the Regents institutions. Temporary layoffs for Regents institutions shall be for less than twenty (20) consecutive calendar days. In such cases employees will be laid off by seniority within classification and work unit.

7. Pursuant to Article VI, the Employer agrees if an employee is provided advanced notice of the potential for elimination of the position currently held, the Union and local shall receive a copy of the notice.

8. Pursuant to Article VII, Section 6 – Transfer Limitations, paragraph H, transfers will be granted as follows:

1. Transfer within the employing unit (full-time or part-time) pursuant to Section 2 of Article VII.



2. Recall within the employing unit to the class and status (full-time or part-time) from which laid off.
3. Promotion, demotion, reclassification within the employing unit (Employer's discretion).
4. Transfer between employing units (full-time or part-time) pursuant to Section 3 of Article VII.
5. Recall between employing units to the class from which laid off.
6. Promotion or demotion between employing units or between agencies (Employer's discretion).
7. Transfer between agencies pursuant to Section 4 of Article VII.
8. Recall between agencies to the class from which laid off.
9. Recall to class other than one from which laid off.
10. New Hire (Employer's discretion).
9. When an employee is terminated during the probationary period following a promotion, the employee shall be afforded the rights set forth in Article VI, Section 2(I). The employee will only be allowed to be recalled to a classification that is in the same or lower pay grade than the original classification of the employee prior to the promotion.
11. Bargaining unit employees of BOR Institutions will participate in the employing institution's life and disability insurance programs as negotiated for the term of the 2015-2017 collective bargaining agreement.
12. Pursuant to Article XII, Section 2, Buildings/ Structures/Steam Tunnels, the Employer and the Union, at local Labor/Management meetings, will establish policies and procedures for safe operation and protocol for work in steam tunnels and permit-required confined spaces.
13. Pursuant Article XII, Section 5, the Employer will reimburse employees for the cost, up to ninety dollars (\$90), of safety shoes for employees who are required to wear them.
14. The Employer will follow protocol established by CDC and other accrediting bodies, such as Joint Commission on the Accreditation of Hospitals. Education will be provided as needed. Other issues shall be referred to Health & Safety Committees pursuant to Article XII, Section 11.
15. Pursuant to Article V, Section 2 (Seniority Lists), the Regents Institutions shall prepare and distribute seniority list electronically. The lists shall be updated semiannually and contain each employee's name, classification and seniority date. An electronic copy of the seniority list shall be furnished to the Union and local union at the time of distribution. Additionally, sixty (60) hard copies, or less by mutual agreement, will be provided, per campus, for the local union(s) to post at their discretion.
16. The Employer, at all Universities, will purchase exterior covers for vests for Police Officers and Police Sergeants.
17. University Police Officers, at all Universities, who are required to prepare for or make court appearances during their off duty time will receive the greater of two (2) hours or actual time spent for each non-consecutive activity. The time spent in any of the above activities shall count for the purpose of computing overtime pay.

RULING: This proposal is a permissive subject of bargaining except for paragraph 11 (underlined) which is prohibited, and paragraph 16 (underlined) which is deemed prohibited because no direct relationship between “exterior covers for vests” and the health or safety of employees is apparent from the language of that paragraph.

With limited exceptions, Proposal 41 is a permissive subject of bargaining. Sections 3, 4, and 5 fall squarely within the topic “grievance procedures.” See our discussion on Proposal 5.

While we determined Sections 6 and 7 constitute “procedures for staff reduction,” we concluded both Section 8 and 9 are “transfer procedures” provisions. Section 11 requires employees to participate in insurance programs and as a result constitutes an “insurance” proposal. There is insufficient information to ascertain the extent of protection provided by exterior vest covers that are addressed in Section 16. We, therefore, did not determine this provision to be “health and safety,” but we concluded the proposal is a “supplemental pay” proposal. Thus, all six of these sections are excluded subjects of bargaining.

The remaining provisions are permissive subjects of bargaining. The predominant characteristics of Sections 12 and 14 are the establishment of procedure or policy and following protocol. As we discussed in Proposal 24, these are permissive subjects. Safety shoe reimbursement, as contained in Section 13, is a “health and safety” proposal. See our discussion on Proposal 24. Section 15 is a matter that falls within the scope of “seniority” and Section 17 is “wages” provided in exchange for the officers’ services rendered for court appearances. See our discussion on Proposal 9 regarding “wages.”

**B. Iowa State University**

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

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

2. Pursuant to Article XI, Section 7, Training, employees at Iowa State University who work with asbestos shall receive training and medical examinations in accordance with State of Iowa law. Training for handling of other hazardous materials and chemicals will be provided in accordance with applicable regulations and laws.

3. Pursuant to Article XI, Section 11, it is the position of Iowa State University that if an employee is to be evaluated, the employee shall be notified prior to the commencement of an evaluation and given the reason or reasons for the evaluation and/or actions being taken. In addition, the University will provide to the employee the results of the evaluation within the designated time period. This is not to be construed as a modification of the Employer's ability to discipline employees for just cause.

4. Iowa State University agrees to make available cold weather gear (insulated Carhartt bibs, coats, and gloves) for the snow crew.

5. Pursuant to Appendix B, layoff units will be the individual farms for workers at Iowa State Farm with the exception of the farms located in the Ames Central Iowa Research Farms that will be considered as one (1) layoff unit.

**RULING:** This proposal is a prohibited subject of bargaining except for paragraphs 2 and 4 (underlined), which are permissive.

Sections B(1), B(3), and B(5) are excluded subjects as "transfer procedures," "evaluation procedures," and "procedures for staff reduction," respectively. The remaining two sections are "health and safety" provisions. The first, B(2), addresses training for hazardous materials and the second, B(4),

requires the State to provide cold weather gear. See our discussion on Proposal 24 regarding health and safety.

#### PROPOSAL 43: Appendix M (Board of Regents)

##### **C. University of Iowa**

1. Pursuant to Article VII, Section 2, Transfers, the policy at the University of Iowa will be as follows: After completing the Application for Transfer in person and the electronic merit application, all bargaining unit employees may apply for a contract transfer through their online application in the “Quick Apply” section or by phoning the Employment Services office and stating their name, University Employee ID, and the job into which they wish to transfer. Once the application is active, updating of information on the application for transfer may be done in person or by phone.

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

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

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

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

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

Notwithstanding the above, the University of Iowa reserves the right of job assignment and all other rights as found under the Management Rights Article of this Agreement signed by AFSCME Iowa Council 61 and its affiliate AFSCME Local 12.

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

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

2. Bargaining unit members may be invited to participate in University of Iowa Wellness programs on a similar basis to other University of Iowa faculty

and staff, at the University's sole discretion. Bargaining unit employees may receive cash incentives established at the University's sole discretion as part of these programs. Employees may be responsible for any fees that may be required for individual programs. If meetings for a particular program occur during an employee's regularly scheduled work time, the employee may be released to attend by his/her immediate supervisor in paid status. Absences for treatment or rehabilitation at the direction of the employee's health care provider and not directly associated with the UI Wellness programs are not addressed by this provision but may be covered under the sick leave provision of this agreement. Release time to attend Wellness related activities shall be at the sole discretion of the Employer.

The participation of bargaining unit employees at the University of Iowa in the University's Wellness programs does not create a precedent or obligation on the part of other units of the Employer. Furthermore, the University may make changes to its Wellness programs at its sole discretion, so long as bargaining unit staff members are treated consistent with other University faculty and staff in regard to such changes.

Further, the parties agree if funding should become available for the creation of wellness programs for merit-covered staff at the other Regent institutions that such programs would be discussed with AFSCME Iowa Council 61 before implementation.

RULING: This proposal is a prohibited subject of bargaining except for paragraph 2 (underlined), which is permissive.

Except for the last sentence of Proposal 43, Section C-1, this proposal falls squarely within "transfer procedures" and is an excluded subject of bargaining. The last sentence merely requires the State to provide AFSCME with a list of employees' State identification. The furnishing of information is a permissive subject of bargaining.

The predominant characteristic of Section C-2 is to invite bargaining unit members' participation in a wellness program with cash incentives at the State's discretion. The proposal, although not a "health and safety" proposal, is a permissive subject of bargaining.