

PROPOSAL 44: Appendix M (Board of Regents)

D. University of Northern Iowa

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

- a. Specific location - defined as department, except as follows:
 - Within Physical Plant, Building Services, location is further defined as work site (building[s] and crew [assigned as needed]).
 - Within Residence Services, location is further defined as work site by building or dining service unit.
 - Within HPELS location is further defined for Storekeepers as East Gym, West Gym, and the WRC and any other future locations.
- b. Shift
 - First Shift - any regularly scheduled permanent shift of which four (4) or more hours occur between 6:00 a.m. and 6:00 p.m.
 - Second Shift - any regularly scheduled permanent shift of which four (4) or more hours occur between 6:00 p.m. and midnight.
 - Third Shift - any regularly scheduled permanent shift of which four (4) or more hours occur between midnight and 6:00 a.m.
 - Rotating Shift - any regularly scheduled shift on a permanent basis involving service in two (2) or more of the above.
- c. Work Unit - same as specific location above.
- d. Days Off - permanently scheduled days off of Saturday and Sunday of each week unless otherwise noted. Exceptions include, but are not limited to, the following:
 - Physical Plant/Building Services o Gallagher Bluedorn Performing Arts Center
 - o Wellness Recreation Center
 - o McLeod Center
 - o West Gym
 - o UNI Dome
 - Power Plant • Public Safety
 - Dining Services
 - Broadcasting Service
- e. Library - location is further defined as:
 - Reference and Instructional Services
 - Access Services
 - Collection Management and Special Services
 - Library Information Technologies
 - Technical Services

2. Pursuant to Article IX, Section 11(D), Police Officers at the University of Northern Iowa shall be allowed to take vacation time in increments of one (1) day or more for special occasions when no trade in the work week can be arranged.

3. The University of Northern Iowa shall maintain its current policy regarding cold weather clothing for employees.

RULING: This proposal is a prohibited subject of bargaining except for paragraphs 2 and 3, which are permissive.

Proposal 44 has both permissive subjects and an excluded subject of bargaining. Section 1 clearly falls within “transfer procedures” and is an excluded subject of bargaining for non-public-safety units. The remainder of this proposal consists of permissive subjects of bargaining. Section 2 is a “vacations” proposal. Section 3 is a policy maintenance proposal, which we have determined to be a permissive subject of bargaining.

PROPOSAL 45: Appendix N (Education)

**APPENDIX N
EDUCATION**

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

RULING: This proposal is a permissive subject of bargaining.

Proposal 45 requires the State to provide in-service training and falls squarely within the section 20.9 topic “in-service training.” While the topic is no longer mandatorily negotiable, it is a permissive subject of bargaining for non-public-safety units.

PROPOSAL 46: Appendix O (Security)

**APPENDIX O
SECURITY BARGAINING UNIT**

1. Pursuant to Article VIII, Section 3, Meal Periods, the Employer agrees to continue providing paid meal periods for those positions currently receiving them.
2. Pursuant to Article XII, Section 3, Protective Clothing, the Employer shall provide and maintain a sufficient amount of appropriate clothing for employees required to work in inclement weather and/or hazardous

environments so that employees will not be required to wear the protective clothing worn by employees on the preceding shift.

RULING: This proposal is a permissive subject of bargaining.

We determined Proposal 46 is a permissive subject of bargaining. Section 1 falls within the topic “hours” while Section 2 is a “health and safety” proposal for the reasons we thus expressed with regard to protective clothing.

PROPOSAL 47: Appendix P (Natural Resources)

APPENDIX P
DEPARTMENT OF NATURAL RESOURCES

2. Park Managers shall receive a clothing allowance of five hundred dollars (\$500.00) per year. Newly hired Park Managers (excluding employees who transferred, promoted or demoted into the Park Manager classification) shall receive a clothing allowance of one thousand dollars (\$1,000.00) upon employment.

3. All Park Manager positions shall be posted in accordance with the current staffing plans, after the plan has been presented to the Statewide Labor-Management meeting and Union input has been received.

4. Park Managers shall be provided with cell phones. Police radio equipment shall be provided for each Park Manager’s State vehicle unless otherwise agreed upon between the employee and the Employer.

5. Pursuant to Article VIII, Section 6, Shift Differential; Section 7, Standby; and Section 8, Call Back Time; employees who live in State-owned houses, specifically including the job classifications of, 05301 Natural Resources Technician 1, 05331 Natural Resources Technician 2, and 05335 Park Manager, shall not be eligible for shift differential, standby, or callback compensation.

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

Section 2 of Proposal 47 requires the State to provide a clothing allowance that, on its face, is not protective gear. Thus, it is not a “health and safety” provision. Rather, as we have indicated for similar proposals on uniforms, it is a “supplemental pay” proposal and an excluded subject. On the other hand, we determined provisions that require the State to provide police radio equipment

and cell phones to employees do bear a direct relationship to the health and safety of park employees as a means of protection beyond normal hazards. Thus, we determined Section 4 to be a “health and safety” proposal.

Section 3 merely requires posting of information, which is a permissive subject of bargaining. Section 5 addresses eligibility for certain types of pay. To the extent it addresses shift differential, it is a “shift differential” proposal. Otherwise, it is a “wages” proposal. See our discussion on Proposal 9 involving similar proposals.

PROPOSAL 48: Appendix Q (Professional Fiscal & Staff)

1. Pursuant to Article VIII, Section 1, the following applies to field staff personnel:

a. Employees who are required to work outside the normal office setting or hours are considered “field staff.” The Employer shall designate those employees who are to be considered field staff and such employees shall not receive compensatory time for work in excess of the normal forty (40) hour work period.

b. The parties recognize that the agency exists to meet the needs of the public, through principles of professionalism, including accountability and flexibility. The agency will utilize personnel methods and means in the most appropriate and efficient manner as determined by Management. Field staff employees will be allowed flexibility in the scheduling of their work hours “consistent with the fulfillment of their duties and requirements.”

c. The policies existing on January 1, 1987 relating to the establishment of work schedules shall be maintained for field staff employees.

d. Field staff employees in DAS-SAE, Revenue, Iowa Workforce Development and Inspections and Appeals who do not receive premium overtime, will receive hour for hour compensatory time credited to their account for hours worked in excess of forty (40) hours in any work week when those hours fall on a Saturday or a Sunday and the employee has received prior Management approval before working those hours.

e. All Professional Fiscal & Staff job classifications that are eligible for premium overtime will be designated as such in Appendix A.

2. Pursuant to Article VIII, Section 1, work schedules for non-field staff personnel are as follows:

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

b. All employees in the bargaining unit who are not field staff personnel shall be granted hour for hour compensatory time for all hours worked in excess of forty (40) hours in any work week. The decision to take pay in cash or compensatory time rests with the employee. However, the Employer may require the employee to take compensatory time rather than cash when required pursuant to federal grants. Employees must receive prior Management approval before working any hours in excess of forty (40) hours in any work week. Such compensatory time shall be credited to the employee's account and shall be utilized at the request of the employee with the approval of Management. Such approval shall not be unreasonably withheld. If an employee is unable to utilize earned compensatory time by June 30th of the calendar year, the Employer will pay the employee in cash for all unused compensatory time. If budgetary considerations dictate, the Employer may direct employees to use their compensatory time between June 1st and June 30th.

c. Where practical and feasible, as reasonably determined by Management, the employee may elect flexible hours of work including:

- (1) Variable starting and ending times
- (2) Compressed work week such as:
 - Four (4) - ten (10) hour days
 - Four (4) - nine (9) hour days and one (1) four (4) hour day
- (3) Other mutually agreeable flexible hour concepts.

Upon separating from State service, employees shall be paid for any unused earned compensatory time.

3. Pursuant to Article VIII, Section 3, Meal Periods, bargaining unit employees will be granted an unpaid and unscheduled meal period.

4. Pursuant to Article VIII, Section 4, Rest Periods, bargaining unit employees will receive two (2) fifteen (15) minute rest periods per day. Such rest periods will be unscheduled.

5. Pursuant to Article X, Section 3C, Unpaid Educational Leave, up to fifteen (15) PFS employees who have completed eighteen (18) months of service may be granted this leave for up to two (2) years.

6. Pursuant to Article VI, Section 2, General Layoff Procedures, Department of Revenue shall be considered a statewide organizational unit for the purpose of bumping.

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

We determined Proposal 48 to be a permissive subject of bargaining except for its last section. Section 6 sets forth the organizational unit for bumping. It

is a “procedures for staff reduction” proposal and is an excluded subject of bargaining for non-public-safety units.

Sections 1(a), 1(d), and 1(e) are “overtime compensation” provisions. Section 1(c) is interwoven in scheduling addressed in Section 1(b). Both are “hours” provisions.

Section 2 consists of “hours” provisions in Sections 2(a) and 2(c) except for the last sentence in 2(c), which addresses “overtime compensation” similar to Section 2(b).

Sections 3 and 4 are both “hours” provisions while Section 5 is a “leaves of absence” provision.

PROPOSAL 49: Appendix R (Clerical)

1. Pursuant to Article VIII, Section 3, Meal Periods, the Employer agrees to continue the practices in effect on January 1, 1989, on providing meal periods for all bargaining unit employees.
2. Pursuant to Article VIII, Section 4, Paid Rest Periods, the Employer agrees to continue the practices in effect on January 1, 1989, on providing rest periods for all bargaining unit employees. The employees who work at least one (1) hour beyond their regularly scheduled shift shall receive a fifteen (15) minute rest period.
3. Clerical 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.

Proposal 49 consists of both “hours” provisions, as contained in Sections 1 and 2, and an “overtime compensation” provision as contained in Section 3. These matters are both permissive subjects of bargaining.

APPENDIX S

COMMUNITY BASED CORRECTIONS BARGAINING UNIT

1. Employees in the Community Based Corrections Bargaining Unit will be included in the Grievance Resolution Improvement Process (GRIP). One member of CBC Management, from a different district, will be allowed to sit on the panel of CBC cases.

2. Transfers for Community Based Corrections:

Section 1 Eligibility

Employees must have been in their current classification for at least six (6) months in order to be eligible for transfers pursuant to this Appendix. However, if an employee goes into a classification with a lower pay grade in lieu of layoff, the employee shall immediately be eligible for transfers pursuant to this Appendix. Additionally, an employee who is required to change shifts upon promotion shall be immediately eligible for transfers to a different shift within the employing unit. Employees who desire to transfer to another position within the same classification or an interchangeable classification either within a District or between Districts shall file a written request as prescribed by the Department with the appropriate District personnel office indicating that interest on forms mutually agreed to by the Union and the Employer. The Employer agrees to provide the Union with a list of the names and addresses of the appropriate District personnel officers. The Employer may decline senior applicants who do not meet the minimum qualifications for the vacant position.

Section 2 Transfers Within Districts

The Employer shall post all openings indicating the specific location, county(ies), shift, work unit and days off. Specific location shall be defined as the organizational unit of the agency. Specific shift shall be defined as the hours of work. Specific work unit shall be defined as the area inside of the organizational unit where the employee performs his/her work. Specific work unit can be defined as rotating post or relief post. Specific days off shall be the days off that are assigned to the position. A period of five (5) work days from the date of the announcement shall be allowed for interested employees to file a written request to be included in the group of applicants to be considered for that vacancy. At the close of the five (5) work day posting period, the Employer will review those requests from any employee in the same district who is in the same 200 classification or an interchangeable classification as the vacancy. When an employee applies for a posted position and he/she has not removed his/her name by the close of the posting, he/she must accept the job, if offered. The Employer shall offer the position to the most senior bargaining unit employee who has filed a transfer request.

For informational purposes only, there shall be no probation period for any such transfer.

The Employer shall transfer the most senior employee who makes such request for the open position provided he/she possesses the ability to perform

the duties as assigned and meets any special or selective certification requirements. (Such requirements shall be reflected on the posting.) The Employer may deny transfers if the transfer would substantially impair the Employer's ability to maintain operational efficiency. The Employer is not obligated to retrain employees in order to qualify them for transfers under the provisions of this Appendix.

For purposes of transfers, the employing unit shall be as set forth in Appendix B.

Section 3 Transfers Between Districts

In the event a vacancy is not filled under the provisions of Sections 2 of this Appendix, the Employer shall consider employees in the same classification as the vacancy from other Districts who have filed a transfer request. The Employer shall offer the position to the most senior employee who makes such request for the open position. The employee shall have three (3) working days in which to accept or decline the offer in writing.

Section 4 Definition of Permanent Vacancy

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

1. When the Employer has approval to increase the work force and decides to fill the new positions;

2. When any of the following personnel transactions take place and the Employer decides to replace the previous incumbent: termination, transfer out of the bargaining unit, promotion, or demotion; where the Employer creates a new shift and/or days off schedule, the Employer agrees to post the position within the residential facility or field office where the change is proposed;

3. If no employee has indicated a desire to transfer to a vacancy and the Employer fills such vacancy by transfer of an employee from another classification in the same salary range and determines that the vacated position is to be filled, such position shall be subject to the provisions of this Appendix;

4. Where the Employer creates new shifts and/or new days off schedules, such positions shall be filled in accordance with this Appendix. This procedure does not apply to regular rotating schedules;

5. Transfers within the bargaining unit resulting from Sections 2 or 3 above;

6. When a Probation/Parole Officer 1 or 2 position is vacated and the position is to be filled as a Probation/Parole Officer 1 or 2, the District shall first post the vacancy as a Probation/Parole Officer 2 pursuant to Sections 2 and 3 above. If no employee transfers into the position, the Employer may then post the vacancy as a Probation/Parole Officer 1.

Section 5 Transfer Limitations

1. The application of the procedures in this Appendix shall be limited to the original vacancy and the six subsequent vacancies resulting from the filling of the original vacancy.

2. Employees may not transfer under the provisions of this Appendix more often than once every six (6) months, unless reassigned by Management within the six month period.

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

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

5. The local Union shall be allowed to inspect vacancy lists on a monthly basis. Employees reassigned more than twenty five (25) miles from the original work site will be provided a twenty (20) working day notice. Employees who refuse to accept such reassignment will be afforded the rights set forth in Article VI, Section 2(H).

6. Nothing in this Appendix shall be construed as a limitation on the Employer's ability to reassign employees to meet agency needs as determined by the Employer.

7. Transfers will be granted as follows:

- a. Transfers within Districts pursuant to Section 2; 203
- b. Recalls within the District to the classification and status (full-time or part-time) from which laid off;
- c. Transfers within Districts of part-time to full-time or full-time to part-time pursuant to Section 4;
- d. Promotion, demotion and reallocation within Districts (at the Employer's discretion);
- e. Transfers between Districts pursuant to Section 4;
- f. Recall between Districts to the class from which laid off;
- g. Transfers between Districts of part-time to full-time or of full-time to part-time, pursuant to Section 4;
- h. Promotion or demotion between Districts (at the Employer's discretion);
- i. Recall to a class other than one from which laid off;
- j. New hires.

8. For the purposes of calculating the six (6) month transfer limitation, the date of the transfer shall be:

- a. Within District transfer: the date the employee is notified the transfer request is accepted.
- b. Between District transfers: the date the employee accepts the transfer.

9. An employee who works thirty (30) or more hours per week shall be eligible for transfer to full-time positions in the same classification.

RULING: This proposal is a prohibited subject of bargaining except for paragraph 1 (underlined), which is permissive.

The first section of Proposal 50 addresses employees included in the grievance process and is a permissive subject of bargaining as "grievance procedures."

The remainder of the proposal sets out transfer eligibility, the process, vacancy application, and transfer limitations. These provisions are “transfer procedures” and a permissive subject of bargaining for non-public-safety units.

PROPOSAL 51: Appendix S (Community Based Corrections)

3. Pursuant to Article VIII, Section 1, Community Based Corrections employees who are required to work outside the normal office setting or hours are considered “field staff.” The Employer reserves the right to designate which employees are to be considered field staff, and such employees shall not receive overtime compensation pursuant to Section 2 of that Article. If the following criteria are met, the Employer may designate the employee as field staff:

The employee works outside the normal office setting or outside normal working hours at least fifty percent (50%) of the time, and the employee’s time outside of the normal office setting or normal working hours is uncontrollable, difficult to schedule, or governed by the needs of others.

The parties recognize that State agencies exist to meet the needs of the agency, through principles of professionalism, including accountability and flexibility. State agencies will utilize personnel methods and means in the most appropriate and efficient manner as determined by Management. Field staff employees will be allowed flexibility in the scheduling of their work hours consistent with the fulfillment of their duties and requirements.

a. State agencies will establish the workload necessary to meet the needs of the agency.

b. Certain designated core hours will be established by mutual agreement to meet local needs. These core hours will be established to afford the clients an opportunity to contact employees during designated office time, to allow for scheduling of staff meetings and supervisory conferences, and to allow Management the means by which to insure staff development and to meet its duties and responsibilities. In the event an employee and local Management are unable to agree upon core hours, the matter will be reviewed by the Appointing Authority or his/her designee who will render a final decision.

c. The employees will be able to set their own work hours to maintain their assigned workload, with the exception of certain designated hours of core time. Units of work will be determined to meet the needs of the agency outside of the core hours. It will be the employee’s responsibility to insure that adequate hours outside of the core hours are worked to meet the needs of his/her assigned duties. The employees will be allowed adequate flexibility to determine which hours are necessary for maintaining their assigned workload; therefore, no overtime will be given for hours worked in excess of the normal work week.

d. Although the employee generally controls his/ her work schedule outside of the set core hours, the hours worked or not worked must be consistent with job expectations. Management reserves the right to review workloads to insure that these expectations are being met, as well as meeting the needs of the agency. Additionally, nothing in this Appendix shall be construed to prohibit requiring employees to submit weekly work plans and/or daily report sheets.

e. The provisions of Article VIII, Section 6, Shift Differential, and Section 8, Call-Back Time, are not applicable to field staff employees.

4. All employees in the bargaining unit who are not field staff personnel or are not in classes designated by an asterisk in Appendix A, Community Based Corrections, shall be granted hour for hour compensatory time for all hours worked in excess of eighty (80) hours in any pay period. The decision to pay in cash or compensatory time rests with the employee. However, the Employer may require the employee to take compensatory time rather than cash when required pursuant to federal grants. Employees must receive prior Management approval before working any hours in excess of eighty (80) hours in any pay period. Such compensatory time shall be credited to the employee's account and shall be utilized at the request of the employee with the approval of Management. Such approval shall not be unreasonably withheld. If an employee is unable to utilize earned compensatory time by June 30th of the calendar year, the Employer will pay the employee in cash for all unused compensatory time. If budgetary considerations dictate, the Employer may direct employees to use their compensatory time between June 1st and June 30th.

5. Pursuant to Article X, Section 3, Leaves of Absence may be granted by the District Director.

6. Consistent with Article X, Section 3(C), Unpaid Educational Leave, up to eight (8) Community Based Corrections employees who have completed eighteen (18) months of service may be granted this leave for up to two (2) years.

7. Pursuant to Article X, Section 3(F)1, the employee shall have the right to be returned to his/her position or one of like nature in the same county.

8. Article XI, Section 5, Tuition Reimbursement. No employee shall receive more than one thousand dollars (\$1000) annually in educational assistance.

9. Parking Fees. When employees are required by the Employer to utilize their personal vehicle during the work day, the Employer will reimburse such employees for any parking fees incurred provided a paid receipt is furnished. This provision is not applicable to parking fees incurred as a result of driving to and from work.

10. Pursuant to Article XII, Section 6, claims for damage to personal items up to a maximum of three hundred dollars (\$300) may be submitted to the District Director. Claims for amounts in excess of three hundred dollars (\$300) shall be submitted to the District Board of Directors.

11. Pursuant to Article XII, Section 7 Employer Owned Vehicles, the Employer shall not require that employees transport clients in their personal vehicles.

12. Article XII, Communicable/Contagious Diseases. Employees will be provided with appropriate information regarding residents who have been identified as having communicable/contagious diseases of substantial health risk

13. Article XII, High Crime Areas. The Employer shall make a good faith effort to assure that bargaining unit employees are not required to enter high crime areas alone. The provisions of this paragraph shall not be construed to require the Employer to hire additional personnel. Grievances alleging violations of this paragraph shall not be eligible for arbitration under Article IV of this Agreement.

14. Article XII, Communication Devices. The Employer shall provide communication devices for employees who provide intensive supervision and for employees who perform on-site furlough checks in accordance with the following:

All communication devices shall enable the employee to have direct access capability which does not require operator assistance. Further, they shall have an acceptable access range so that staff will maintain effective use of the device. Finally, all staff will be properly trained on the use of those communication devices available to them. Within the guidelines established here, the selection of the particular type of communication device is a local Management decision.

15. Pursuant to Article XI, Section 7, Training, contingent upon the availability of funding and adequate staffing coverage, each Judicial District Department of Correctional Services and the Department of Corrections shall allocate resources to provide in-service employee correctional career training that is equally available to all interested line staff.

It is the intention of both parties to improve the quality and the availability of training and education of employees engaged in the supervision, treatment and related services to offenders under the jurisdiction of the Judicial District Departments of Correctional Services.

16. The Employer and the Union agree to establish quarterly meetings on a statewide level when requested by the Union for discussion of issues which were unresolved at the Local/Chapter level and which affect employees in AFSCME bargaining units. Agenda items shall be exchanged at least two (2) weeks prior to the meeting. One Union representative from each Chapter and the four (4) state wide Local Officers and up to an equal number from management will attend the meetings without loss of pay. Any employee who must travel more than twenty (20) miles will be reimbursed for mileage expense only.

17. The parties recognize the necessity of securing offender medications within Residential Correctional Facilities. Employees who are designated to allot medication at an offender's request will receive seventy five cents (\$0.75) per hour differential for a full shift on any day that he or she is designated to

allot medication, regardless of whether he or she allots medication on each hour of the shift.

18. Section 6 Sick Leave

Pursuant to Article IX, Section 10, paragraph F, Sick Leave, Conversion Rights, employees who have accumulated a minimum of thirty days (240 hours) in their sick leave account and who do not use sick leave for a full calendar month, may elect to have six (6) hours added to their accrued vacation account in lieu of adding their total monthly accrual to their accrued sick leave account. In the case of eligible permanent part-time employees, such conversion rights shall be prorated at the rate of two (2) to one (1) [one (1) hour of vacation for every two (2) hours of earned sick leave]. Employees who have made an election pursuant to these provisions will be allowed to accumulate up to an additional eighteen (18) days (144 hours) beyond twice their annual vacation and unscheduled holiday entitlement.

RULING: This proposal is a permissive subject of bargaining except for paragraphs 8, 9 and 10 (underlined), which are prohibited. *** Section 10 is a permissive subject of bargaining.

In Proposal 51, the first unnumbered paragraph of Section 3 addresses “overtime compensation” and the second paragraph is “hours.” These matters are permissive subjects of bargaining. The third unnumbered paragraph, (a)-(d) address staffing and assignment, and they are permissive subjects of bargaining. See our discussion on Proposal 8. The last provision in (e) addresses both “shift differential” and “wages” for reasons discussed for similar proposals contained in Proposal 9.

Section 4 is an “overtime compensation” provision. Sections 5, 6, and 7 all address some type of leave and are a permissive subject of bargaining as “leaves of absence.”

Sections 8 and 9, tuition reimbursement and parking fees reimbursement, are “supplemental pay” provisions. They are an excluded subject of bargaining. Section 10 addresses reimbursement of up to \$300 for damage to personal property. Unlike the Proposal 24, Section 6, this proposal is not optional and

not conditional on legislative or State Appeal Board approval. It therefore falls within the definition of “supplemental pay” and is an excluded subject of bargaining as well.

Section 11 merely sets out that employees are not required to transport clients in their personal vehicles. It is a permissive subject of bargaining. Section 12 requires the State to provide information to employees on their exposure to diseases. The exposure goes beyond normal hazards and thus makes this a “health and safety” provision. The first part of Section 14 is a “health and safety” provision while the latter part of its provisions is “grievance procedures.” Both are permissive subjects of bargaining. Section 13 addresses staffing and is a permissive subject of bargaining. Section 14 requires the State to provide communication devices and is a “health and safety” provision for this particular group of employees

The final four sections are permissible subjects. Section 15 is an in-service training provision; Section 16 establishes a labor-management committee; Section 17 is “wages” for the med allotter; and Section 18 falls within the topic “vacations.”

PROPOSAL 52: Appendix T (Iowa Workforce Development)

1. When an employee is awarded a bid for an open position, they will be moved to the position within thirty (30) calendar days unless the employee and the department mutually agree to a longer period in time.
2. The current fifteen (15) service delivery areas as of July 1, 2007, (see map) will be utilized by employees to determine their bumping order during the term of this agreement.
4. In accordance with Article VIII, Section 2(A)(2), department approved Workforce Development training and conferences will be regarded as hours worked for the purpose of computing overtime pay.

5. 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 paragraphs 1 and 2 (underlined), which are prohibited.

Sections 1 and 2 of Proposal 52 address bidding and bumping rights. They are “transfer procedures” and an excluded subject of bargaining. Sections 4 and 5 address overtime and carryover of compensatory time. They are “overtime compensation” provisions and a permissive subject of bargaining.

PROPOSAL 54:

MEMORANDUM OF UNDERSTANDING #2
Minimizing Mandatory Overtime

The Parties agree that minimizing mandatory overtime is a common goal. Every reasonable attempt will be made by the Employer to satisfy overtime needs by using volunteers rather than requiring employees to work outside their scheduled shift. The parties agree to continue their good faith efforts to work together to minimize mandatory overtime and, at the Iowa Veterans Home and the Department of Human Services, will work through local labor-management team meetings to address these issues. Either party at the local level may refer the matter to the President of AFSCME Iowa Council 61 and the Chief Operating Officer of DAS-HRE who shall intervene in an effort to resolve the issue.

RULING: This proposal is a permissive subject of bargaining.

The predominant characteristic of Proposal 54 is the identification of overtime as an issue to be discussed and addressed at the labor-management committee. It is a permissive subject of bargaining. See our discussion on Proposal 24 regarding labor-management committees.

PROPOSAL 55:

MEMORANDUM OF UNDERSTANDING #3
Second Shift Differential ASP and ISP

The parties agree that Anamosa State Penitentiary and Iowa State Penitentiary will continue the practice of paying shift differential for second shift, at the shift differential rate as stated in Article VIII, Section 6 of the Collective Bargaining Agreement.

RULING: This proposal is a permissive subject of bargaining.

Proposal 55 falls squarely within the section 20.9 topic “shift differential” and is a permissive subject of bargaining.

PROPOSAL 56:

MEMORANDUM OF UNDERSTANDING #4
Job Evaluation

In accordance with Article II, Section 1D, the Employer will notify the Union prior to adding or deleting classes in the classification plan. During the term of this agreement the Union may submit up to eight (8) job classes; [four (4) General Government and four (4) Board of Regents] for job evaluation review. No more than one (1) department specific job classification in any one (1) department may be submitted. The Union will provide documentation that the classification has undergone a major change in duties, or that the classification has documented evidence of recruitment and retention problems.

After receiving this information, the Employer (DAS or BOR) will study, verify and gather further information as needed on the classes selected. The Employer will apply the job evaluation instrument and determine the final point factor score for each job classification. The Employer will determine the pay grade assigned to each classification based on the final point factor score, as well as the market comparison. The Chief Operating Officer of DAS-HRE will notify the President of AFSCME Iowa Council 61 of the pay grades recommended. The President of AFSCME Iowa Council 61 may request a meeting within twenty (20) calendar days following the receipt of the recommendations if the President of AFSCME Iowa Council 61 does not agree with the pay grade.

The final paygrade recommendations shall become effective on a date agreed to by the parties.

RULING: This proposal is a permissive subject of bargaining.

Proposal 56 requires the State to notify AFSCME when the State creates or deletes job classifications. It allows AFSCME to seek the State's review of up to eight job classifications in order to determine whether the duties and ability to fulfill the position of each meet the assigned paygrade or whether a different paygrade is appropriate.

For Proposal 26 we indicated "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. In another case, we indicated that "job classifications" include proposals, which establish or change job classifications. *Black Hawk Cnty.*, 2016 PERB 7218 at 13. In *Black Hawk County*, we distinguished the proposal at issue as one establishing procedures for requesting reclassification of existing jobs and for reaching consensus recommendations on job classifications, utilizing a joint labor-management committee. *See id.* We determined the predominant characteristic of the proposal was procedures to address reclassification requests. *Id.* We concluded the proposal did not fall within the scope of "job classifications," which was a mandatory subject of bargaining. However, we concluded the proposal was a permissive subject akin to one establishing a labor-management committee. *Id.*

Under our previous analysis of the topic, the first sentence of Proposal 56 that requires the State to notify AFSCME of new and deleted job classifications falls within the topic "job classifications." For the remainder of the proposal, we did not determine the predominant characteristic to be a review process. Rather,

the predominant characteristic of this proposal is the updating a job classification to reflect its current duties and market conditions with alignment to the appropriate paygrade. Accordingly, we concluded the remainder of the proposal is a permissive subject as “job classifications.” To the extent the State determines the final pay grade and it establishes the “base wages” for the job classification, it is mandatorily negotiable. *Columbus*, 2017 PERB 100820 at 9-10; *Oskaloosa*, 2017 PERB 100823 at 9

PROPOSAL 57: Appendix V (Iowa Veterans Home)

1. Pursuant to Article VII, Section 2, Transfers Within Employing Units, where the Employer creates new shifts and/or days off schedules such positions shall be filled in accordance with Article VII. This procedure does not apply to regular rotating schedules.

2. “Med Passer” differential will be paid to qualified employees (Resident Treatment Workers and Resident Treatment Technicians) on a daily basis. An eligible employee will receive a seventy-five cents (\$0.75) per hour differential for a full shift on any day he or she passes medications, regardless of whether the employee actually passes medications on each hour of the shift. The differential will not be paid for days the employee does not pass medications.

3. Pursuant to Article XI, Section 7, Training:

It is the intention of both parties to improve the quality of training and education of the employees engaged in providing care, treatment and related services to Iowa Veterans Home (IVH) residents and patients.

4. For employees of IVH who are held over for 6 hours or greater due to severe weather and/or mandated overtime, the Employer will provide a complimentary meal ticket for personal use in the institution’s dining facility. This ticket must be used no later than the end of their next scheduled shift.

5. Employees covered at the IVH by Appendix W, Patient Care, shall be compensated for hours worked in excess of a regular bi-weekly schedule (80 hour pay period) instead of forty (40) hours per week as provided by the State/AFSCME Collective Bargaining Agreement. (See Appendix W)

The parties agree that employees in the Nursing Unit will still be allowed to trade days off within the pay period. Trades must be approved by the Nursing Office administrative staff to ensure that each employee maintains eighty (80) scheduled hours in the payroll pay period.

6. The State and the Union will work together to find a methodology and train employees on how to effectively handle violent clients.

7. The Employer agrees to reimburse employees of the maintenance department up to a maximum of one hundred dollars (\$100.00) for each employee not to exceed twenty-four hundred dollars (\$2,400) per fiscal year to purchase cold weather protective clothing.

8. IVH employees can use the wellness room for thirty-six dollars (\$36.00) per year.

10. The parties will enter into a letter of agreement regarding the upgrade of the Clerks to Mail Clerk 1.

11. 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 paragraphs 1, 4 and 9 (underlined), which are prohibited.

Two sections of Proposal 57 are excluded subjects of bargaining. Section 1 addresses “transfer procedures” and is excluded as a result. Section 4 requires the State to provide employees with complimentary meal tickets for work during inclement weather. Section 4 is “supplemental pay,” and an excluded subject of bargaining. See our discussions on Proposal 9 regarding supplemental pay and Proposal 17 regarding meal reimbursement.

The remaining provisions are permissive subjects of bargaining. The “Med Passer” provision in Section 2 is a “wages” proposal. Section 3 addresses the parties’ intent to improve education and training; Section 5 contains “overtime compensation” provisions in the first part and “hours” provisions in the second part; Section 6 provides the State and AFSCME will work together to come up with training; Section 7 addresses cold weather gear and is a “health and safety” provision; Section 10 provides the parties will work together to develop a letter of understanding on an upgrade; and Section 11 addresses “overtime compensation.”

APPENDIX W
PATIENT CARE BARGAINING UNIT

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

2a. Pursuant to Article VIII, Section 2(B), Overtime Compensation, employees in the Patient Care bargaining unit excluding Activity Specialists, Registered Nurses, Nurse Clinicians, Nurse Specialists, Nurse Practitioners, and Physician Assistants, and employees in job classes in the Patient Care bargaining unit covered by the premium overtime provisions of Article VIII, Section 2 (see Appendix A) shall be compensated for hours worked in excess of forty (40) in a work week with equivalent paid leave on an hour for hour basis.

2b. Pursuant to Article VIII, Section 2(B), Overtime Compensation, Activity Specialists, Registered Nurses, Nurse Clinicians, Nurse Specialists, Nurse Practitioners, and Physician Assistants shall be compensated at the rate of one and one half (1½) for all hours in pay status in excess of eighty (80) hours in a pay period. The procedures identified in Article VIII Section 2(B) will apply except that employees shall be able to carry over forty (40) hours of compensatory time from one (1) fiscal year to another.

2c. Except for employees referred to in 2b. above, at the end of the fiscal year, the paid leave balance will be carried forward into the new fiscal year and will not be cashed out. The Employer shall make every reasonable effort to ensure that employees may use paid leave accrued under this Appendix in accordance with operational needs.

3. Temporary vacancies shall be offered to the most senior employee for voluntary assignment but shall be mandated to the least senior employee if all more senior employees refuse the assignment unless the Employer has a business necessity or the vacancy requires the employee to possess a special qualification.

The parties agree that temporary vacancy policies or practices that are currently in place will remain intact unless mutually agreed upon otherwise. Policies which may be developed during the term of this Agreement will be done with Union input.

4. Each local Union shall develop a protocol at each DOC facility specifying a proposed scheduling system for holidays which has zero (0) budget impact and provides necessary coverage. Upon receipt of the proposal by management, a date for the implementation of the schedule will be set no later than thirty (30) days after receipt.

6. For the Iowa Veterans Home only:

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

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

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

The excluded subject of bargaining in Proposal 58 is Section 6, which covers “transfer procedures.” In-service provisions contained in Section 1 is a permissive subject of bargaining. Section 2 is an “overtime compensation” proposal. Sections 3 and 4 address temporary assignments and staffing. These matters do not fall within a section 20.9 topic and are permissive subjects.

PROPOSAL 59: Appendix X (Homeland Security & Emergency Management)

**APPENDIX X
DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT**

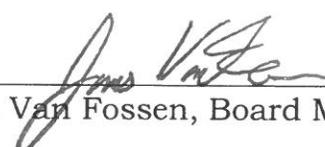
1. Employees, at their discretion, will be allowed to carry over forty (40) hours of compensatory time to the next year. The year for the purpose of utilization of compensatory time shall end September 30.

RULING: This proposal is a permissive subject of bargaining.

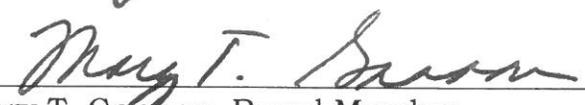
Proposal 59 addresses the carryover of compensatory time. It falls squarely within the meaning of section 20.9 topic "overtime compensation" and is a permissive subject of bargaining.

DATED at Des Moines, Iowa, this 29th day of April, 2020.

PUBLIC EMPLOYMENT RELATIONS BOARD



Jamie K. Van Fossen, Board Member



Mary T. Gannon, Board Member

Original filed EDMS.

APPENDIX A PAYGRADES AND CLASSIFICATION

PAYGRADES AND CLASSIFICATIONS

Clerical	001
Technical	002
Blue Collar	003
Professional Fiscal & Staff	004
Security/Community Based Corrections	006
Education	010
Patient Care	011

GENERAL GOVERNMENT

Code	Pay		Barg
<u>No.</u>	<u>Grade</u>	<u>Class</u>	<u>Unit</u>
04796	32	Account Consultant**	004
00311	26	Accountant 2**	004
00312	30	Accountant 3**	004
00309	22	Accountant/Auditor 1**	004
00305	14	Accounting Clerk 1	001
00306	17	Accounting Clerk 2	001
00307	19	Accounting Clerk 3	001
00290	17	Accounting Technician 1	002
00292	20	Accounting Technician 2	002
00294	23	Accounting Technician 3	002
02105	18	Activities Aide	002
02107	19	Activities Assistant	002
02110	25	Activities Specialist 1	011
82110	25	Activities Specialist 1	011
02111	28	Activities Specialist 2	011
82111	28	Activities Specialist 2	011
00464	30	Actuarial Assistant**	004

08215	17	Vehicle Dispatcher	003
00855	23	Veterans Benefits Specialist	002
01035	23	Vocational Instructor	002
00482	24	W&G Dealer Exam.	006
00252	16#	Warehouse Operations Wkr.	003
08405	17#	Wtr. & Disposal Plant Oper. 1	003
08406	20#	Wtr. & Disposal Plant Oper. 2	003
05101	20	Weights & Measures Insp.	006
08310	22#	Welder	003
00060	15	Word Processor 1	001
00061	16	Word Processor 2	001
00063	19	Word Processor 3	001
00807	24	Workforce Advisor	002
00806	18	Workforce Associate	002
00809	30	Workforce Program Coord.**	004
03047	21	Youth Services Technician	002
03040	19	Youth Services Worker	002

Indicates classes that will receive an advanced appointment rate of 13.5%

** Indicates classes that receive hour for hour overtime

xx Indicates classes are exempt from overtime

Classes without a designation as noted above receive premium overtime.

REGENTS

1081	509	Account Clerk	500
1091	513	Account Specialist	500
7611	204	Animal Caretaker I	200
7612	207	Animal Caretaker II	200
5761	210	Arborist	200
8101	413	Architectural Assistant	400
5141	210	Area Mechanic***	200
3901	404	Assembly Technician I	400
3902	407	Assembly Technician II	400
5911	208	Athletic Facilities Attndt.	200
4051	409	Audio Specialist	400
4081	409	Audiovisual Specialist	400
5051	210	Automotive Mechanic	200
5052	213	Auto, Truck & Transit Tech	200
7051	204	Baker I	200
7052	206	Baker II	200
7331	203	Bindery Operator I	200
7332	205	Bindery Operator II	200
7333	208	Bindery Operator III	200
3403	413	Biomedical Equip. Tech.	400
3404	415	Biomedical Equip. Tech., Sr.	400
3448	403	Broadcast Mstr. Control Oper.	400
3441	409	B. Tlvsn. – Radio Tech. I	400
3442	413	B. Tlvsn. – Radio Tech. II**	400
3443	415	B. Tlvsn. – Radio Tech. III***	400
5611	205	Building Services Coord.	200
7985	208	Bus Driver	200
5062	211	Cabinetmaker***	200
5061	209	Carpenter***	200
1201	504	Cashier I	500
1202	508	Cashier II	500

7282	208	Supply Chain Technician II	200
7231	408	Surgical Technologist	400
5092	412	Systems Control Tech.	400
7771	504	Telecommunications Oper.	500
5751	208	Tree Trimmer	200
5211	208	Upholsterer	200
5461	411	Utility E&I Tech. I**	400
5462	413	Utility E&I Tech. II**	400
5463	415	Utility E&I Tech. III**	400
5464	209	Utility Pl. Maint. Mech. I***	200
5465	212	Utility Pl. Maint. Mech. II*****	200
5466	214	Utility Pl. Maint. Mech. III*****	200
5471	209	Utility Pl. Material Handling Op.***	200
5470	213	Utility Pl. Remote Fac. Op.*****	200
5467	209	Utility Pl. Operator I***	200
5468	211	Utility Pl. Operator II***	200
5469	213	Utility Pl. Operator III***	200
4444	410	Utilization Mgt. Techn	400
8281	206	Vending Machine Supplier	200
1601	505	Veterinary Teaching Hospital Ast. I	500
1602	508	Veterinary Teaching Hospital Ast. II	500
7601	410	Veterinary Technician	400
5511	212	Water Plant Operator	200
5521	209	Water Systems Operator	200

For Regents classifications marked with asterisk(s), starting pay will be four and ½ percent (4.5%) above the minimum pay for each asterisk.

**Start on Step 3

***Start on Step 4

****Start on Step 5

*****Start on Step 6

COMMUNITY BASED CORRECTIONS

60105	16	Account Clerk 1*	006
60110	18	Account Clerk 2*	006
60505	24	Building Maintenance Coordinator*	006
60100	13	Clerk Typist*	006
60335	26	Community Program Monitor	006
60407	29	Community Treatment Coordinator	006
60425	25	Community Work Crew Leader*	006
60205	23	Computer Programmer*	006
60510	14	Cook*	006
60804	22	Data Processing Coordinator*	006
60210	29	Data Processing Programmer Analyst*	006
60200	19	Data Processing Technician*	006
60420	18	Education Aide*	006
60415	25	Education Instructor*	006
60515	20	Food Service Coordinator*	006
60520	23	Food Service Leader*	006
60410	26	Job Developer	006
60500	20	Maintenance Technician*	006
60412	27	Offender Employment Specialist	006
60413	30	Offender Workforce Development Spec.	006
60310	25	Parole/Probation Officer 1*	006
80310	25	Parole/Probation Officer 1*	006
60315	27	Parole/Probation Officer 2*	006
80315	27	Parole/Probation Officer 2*	006
60320	30	Parole/Probation Officer 3*	006
80320	30	Parole/Probation Officer 3*	006
60350	30	Polygrapher	006
60305	20	Pretrial Interviewer*	006
60940	30	Psychologist	006
60400	23	Residential Officer*	006
60125	20	Secretary*	006

60330	26	Substance Abuse Liaison	006
60300	24	Volunteer Services Coordinator*	006

*Indicates classes covered by the premium overtime provisions. For classes not indicated by an asterisk, see Appendix S. As mutually agreed upon, other classes may receive premium overtime.

The parties will mutually review all classifications and add in all new classifications or delete all classifications that no longer exist.