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**IDnum** 195    **Language** English    **Country** United States    **State** IA

**Union** AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

**Local** 61

Occupations Represented
Chefs, cooks, and food preparation workers
Automotive service technicians and mechanics
Counselors
Building cleaning workers
Electricians
Machinists
Mail clerks and mail machine operators, except Postal Service
Construction laborers
Pipelayers, plumbers, pipefitters, and steamfitters
Animal care and service workers
Busdrivers
Computer and information systems managers

**Bargaining Agency** State of Iowa

**Agency industrial classification (NAICS):**

92 (Public Administration)

**BeginYear** 1999    **EndYear** 2001

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**Notes**

**Contact**

**Full text contract begins on following page.**

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**1999-2001  
COLLECTIVE  
BARGAINING  
AGREEMENT  
BETWEEN  
STATE OF IOWA  
AND  
AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL  
EMPLOYEES, COUNCIL 61 AFL-CIO**



**MASTER CONTRACT  
for the following bargaining units  
BLUE COLLAR  
CLERICAL  
COMMUNITY CORRECTIONS  
FISCAL & STAFF  
PATIENT CARE  
SECURITY  
TECHNICAL**  
Effective: July 1, 1999 - June 30, 2001

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***ARTICLE I***

**AGREEMENT**

This Agreement made and entered into this 1st day of July 1999, at Des Moines, Iowa, pursuant to Chapter 20 of the Code of Iowa, by and between the State of Iowa (hereinafter referred to as the Employer) and the American Federation of State, County, and Municipal Employees, Iowa Public Employees Council (hereinafter referred to as the Union), and its appropriate affiliated locals, as representatives of employees of the State of Iowa, as set forth specifically in Appendix A.

***ARTICLE II***

**RECOGNITION AND UNION SECURITY**

**Section 1 Bargaining Units**

A. The Employer recognizes the Union as the exclusive collective bargaining agent for employees as Iowa Public Employment Relations Board (PERB) as set forth in Appendix A. The Employer will not, under this Agreement, meet and negotiate with any group of employees or with any other employee organization to terms and conditions of employment covered by this Agreement.

B. Employees excluded from the bargaining unit are all employees of the State of Iowa who are managers or confidential, part-time employees who are scheduled for less than seven hundred eighty (780) hours and who are scheduled for less than an average of fifteen (15) hours per week, and all other employees excluded by the provisions of Chapter 20 of the Code of Iowa.

C. Employees who are scheduled for an average of less than twenty (20) hours per week, but more than twenty hours per week, will not be entitled to sick leave, holiday, vacation, and insurance benefits. However, if part-time employees are currently receiving prorated benefits, such benefits shall be continued. In order to ensure pay equity, all employees at their date of hire shall be paid in accordance with collectively bargained pay rates.

D. The Employer shall notify the Union prior to adding or deleting classes in the classification plans. The Union may request a meeting within twenty (20) calendar days following receipt of the notice to review the proposals for additions and/or deletions. If no meeting is requested, the Employer may proceed to implement the proposals. If a meeting is requested to review the additions and/or deletions, and if they are unable to reach agreement as to their inclusion or exclusion from the bargaining unit, they shall submit the disputed class additions and/or deletions to PERB for final resolution.

*(Board of Regents see Appendix M-1)*

**Section 2 Dues Deduction**

A. Upon receipt of a voluntary written individual order from any of its employees covered by this Agreement provided by the Union, the Employer will deduct from the pay due such employee those dues required for membership dues in the Union and fees for Union insurance programs.

B. Such order shall be effective only as to membership dues becoming due after the date of the employee's authorization to the payroll office of the employing unit. Deductions shall be made only when the employee's earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance and life insurance. Deductions shall be in such amount as shall be certified to the Employer by the authorized representative of the Union.

C. Such orders shall be terminable with written notice to the Employer and the Union either between July 30th of the second or last year of each Agreement or within a two-week period following the anniversary of the employee's authorization to withhold dues. The Employer agrees not to hold requests to terminate payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of notice to terminate dues deduction.

D. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or actions of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Section and the provision of the social security numbers of dues payers.

E. No other employee organization shall be granted or allowed to maintain payroll deduction for employees covered by this Agreement.

F. The Employer shall submit to the Union, with each remittance of deductions, a list of all employ deductions, including all information presently provided by each department and agency. On a monthly cost to the Union, the Employer shall provide the Union with a computer tape or diskette, which agreeable, which, in a format agreeable to both parties, shows each bargaining unit employee's name payroll number, work location, pay grade, step, and hourly wage rate, as well as a header tape information, and any other information mutually agreed to. Each time the 10-digit payroll header file is less than annually, the Employer shall provide the Union with a list showing the header codes and coc employee groups, such as employees of Community Based Corrections, Iowa School for the Deaf, and Sight Saving School, where a computer tape is not available on a monthly basis, the Employer will, Union, provide the Union with a diskette showing the above information.

G. Local unions within AFSCME may independently adjust their dues structures to meet local needs. ' will provide written notice to Council 61 regarding any dues deduction changes. The Employer wi change per local per fiscal year at no cost to the union within sixty (60) calendar days after receipt c change from AFSCME/Iowa Council 61. However, such notice may be given only from December 1 31, or June 1 through July 31. A second change requested by a local in a fiscal year or a change rec other than the periods stated above will be implemented within sixty (60) calendar days from the Emp such request, but the local union will be charged for programming costs. Such change will not be implen months of December, January or July.

H. The Employer agrees to deduct from the wages of any employee who is a member of the Ur deduction as provided for in a written authorization. Such authorization must be executed by the empl revoked by the employee at any time by giving written notice to both the Employer and the Union. The to remit any deductions made pursuant to this provision promptly to the Union, together with an ite showing the name of the employee from whose pay such deductions have been made and the amount the period covered by the remittance. Reporting shall be consistent with Article II, Sec. 2(F).

### **Section 3 Bulletin Boards**

A. The Union shall be allowed to utilize one-half (1/2) of the space on existing bulletin boards customa posting of information to the employees in the unit. It is understood that there shall be no pyramiding t that no more than one-half (1/2) of any existing bulletin boards shall be used by the Union regardless c bargaining units represented.

B. No political campaign literature or material detrimental to the Employer or the Union shall be poster shall not apply to bulletin boards customarily used for the posting of notices to students, patients or institutions.

C. The Employer agrees that during working hours, without loss of pay, and on the Employer's representatives shall be granted a reasonable amount of time for the purpose of posting Union notice bulletin boards.

*(Capitol Complex see Appendix U-4)*

### **Section 4 Union Leave**

A. Elected constitutional officers of the Union and/or its affiliated locals/chapters shall, upon written requ and/or its affiliated locals/chapters, be granted a leave of absence without pay for the term of office, n

(2) years. Appointed officials of the Union and/or its affiliated locals/chapters shall, upon written request and/or its affiliated locals/chapters, be granted a leave of absence without pay for the term of office, not to exceed (2) years unless the absence of the employee would cause a substantial hardship on the operating efficiency of the employing unit.

The Employer agrees to provide the Union an explanation of why the request constitutes a hardship involving the issue of whether a substantial hardship does, in fact, exist may be appealed directly to arbitration under Article IV of this Agreement. Notwithstanding the above, elected or appointed officials of the Union or its affiliated locals/chapters may elect to take vacation or earned compensatory time in lieu of a leave of absence without pay.

B. These same elected officers shall be released for monthly local/chapter meetings and quarterly Council meetings under the same rules as above. The employee will provide the employee's supervisor with twenty (20) calendar days written notice for these meetings. A Union officer's leave supersedes any other scheduled leave of absence for other members. Any special meeting requiring less than twenty (20) calendar days notice must be arranged to the satisfaction of the Department of Personnel (IDOP). Union leave with less than twenty (20) calendar days advance notice shall be granted to ten (10) days per employee per year.

C. Upon the request of the President of AFSCME/Iowa Council 61 to the Director of the Department of Personnel, employees shall be granted a union leave for out-of-state organizing activities. Such leave(s) shall be limited to ten (10) calendar days per person in each fiscal year. Pursuant to subsection A of this Section, the leave may be granted if the absence of the employee would cause a substantial hardship on the operating efficiency of the employing unit.

D. During union leave without pay for thirty (30) calendar days or less, employees shall continue to accrue vacation and annual(vacation) leave and the Employer will continue to pay the Employer's share of all insurances.

At the Union's written request, during periods of leave of thirty calendar days or less, the Employer will continue to pay the Employee's wages so that the Employee's retirement contributions will be uninterrupted. The Employer will reimburse the Union within fifteen calendar (15) days following paycheck issuance for such expenses including the Employer's share of retirement and Federal payroll taxes paid during such periods of union leave. Failure to reimburse the Employer in accordance with this provision will nullify this subsection in the period remaining in the term of this Agreement.

### **Section 5 Union Conventions and Conferences**

A. Duly elected Union delegates or alternates to the annual conventions of AFSCME/Iowa Council 61 and the Iowa Federation of Labor, AFL-CIO shall be granted time off without pay, not to exceed a total of ten (10) work days annually, to attend said conventions.

B. Duly elected Union delegates or alternates to the biennial convention of AFSCME International, shall be granted time off without pay, not to exceed a total of ten (10) work days, to attend said convention.

C. Union representatives selected to attend Union conferences shall be granted time off, without pay, not to exceed ten (10) work days annually, to attend said conferences.

D. The Union shall give the Employer at least ten (10) work days advance notice of the employees who will attend such functions whenever possible. Time off taken pursuant to this Section may be charged to compensatory time, or leave of absence without pay as the individual employee may designate.

**Section 6 Union Activity**

Bargaining unit employees, including Union officers and representatives, shall not conduct any Union business on State time except as specifically authorized by the provisions of this Agreement.

**Section 7 Discrimination**

The parties agree that their respective policies will not violate any bargaining unit member's rights which this Agreement because of union or non-union affiliation.

**Section 8 Union Activity Protection**

A. Chapter 20 of the Code of Iowa provides that the Employer is prohibited from interfering with activity, as set forth in Sections 20.10 (2) a-h of the Code of Iowa.

B. Bargaining unit employees who allege a violation of these rights may elect to file charges pursuant (2) of the Code of Iowa. In addition to the procedures set forth in the Code of Iowa, Section 20.11 a Chapter 3, PERB shall, at the request of the parties and pursuant to this Agreement, provide an expedited the resolution of alleged violations of subsection A of this Section. When one of the parties submits a this expedited procedure, the other party shall agree or disagree in writing within fourteen (14) calendar receipt of the request. The procedure shall provide for an adjudicator designated by PERB to conduct issue appropriate decisions and orders. The adjudicator shall endeavor to issue such decisions and orders (30) days. If the bargaining unit employee elects to utilize the expedited procedure, the parties to this that those procedures shall be exclusive and that the adjudicator's decision and order shall be final and binding.

**Section 9 Union Visitation**

Upon request, Union representatives will be allowed to meet with bargaining unit employees during the work time on the Employer's premises, provided suitable meeting facilities are available and practical.

**Section 10 No Reprisal**

The Employer shall not take reprisal action against an employee for disclosure of information by the member of the General Assembly, the Legislative Service Bureau, the Legislative Fiscal Bureau or the staff of the General Assembly, or for disclosure of information which the employee reasonably believes violation of law or rule, mismanagement, a gross abuse of funds, an abuse of authority, or a substantial danger to public health or safety.

***ARTICLE III*****MANAGEMENT RIGHTS**

Consistent with this Agreement, management shall have, in addition to all powers, duties and rights constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty, and the right

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign, and retain employees in positions within its agencies.
3. Suspend, discipline or discharge employees for proper cause.
4. Maintain the efficiency of governmental operations.

5. Relieve employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the Employer's operations are conducted.
7. Take such actions as may be necessary to carry out the mission of its agencies.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the Employer by law.

#### ***ARTICLE IV***

### **GRIEVANCE PROCEDURE**

#### **Section 1 Definition**

A. A grievance shall be a written complaint alleging a violation involving the application and interpretation of provisions of this Agreement.

B. A grievance shall contain a statement of the grievance by indicating the issue(s) involved, the relief sought, the incident(s) or violation(s) took place, if known, and the specific section or sections of the Agreement violated. The grievance shall be presented to the designated supervisor on forms mutually agreed upon and furnished and signed and dated by the Union. The grievance form will state the name of the employee(s) authorizing the grievance. An aggrieved Employee shall have the right to a Union representative appointed by the Union.

C. Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the Employer.

D. The arbitration provisions of this Agreement may only be invoked with the approval of the Union as to an employee's grievance, only with the approval of the employee.

E. All grievances must be presented promptly and no later than fourteen (14) calendar days from the date the employee first became aware of, or should have become aware of with the exercise of reasonable diligence, the grievance; however, under no circumstances shall a grievance be considered timely after six (6) months from the date of occurrence.

#### **Section 2 Grievance Steps**

##### **A. Step 1**

Within seven (7) calendar days of receipt of the written grievance from the employee or his/her Union representative, the appropriate supervisor will meet with the appropriate Union representative (at a mutually agreed upon time and date with the aggrieved employee) and attempt to resolve the grievance. A written answer will be placed on the grievance form following the meeting by the appropriate supervisor and returned to the employee and the Union representative within seven (7) calendar days from receipt of the written grievance submitted to the supervisor.

##### **B. Step 2**

If dissatisfied with the supervisor's answer in Step 1, to be considered further, the grievance must be presented to the Appointing Authority or the designee within seven (7) calendar days from receipt of the answer.

Appointing Authority or designee will meet at a mutually agreed upon time and date with the appropriate representative (with or without the aggrieved employee) and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the Appointing Authority or designee and returned to the Union representative within seven (7) calendar days from receipt of the appeal to the Appointing Authority.

*(Board of Regents see Appendix M-2; Community Corrections see Appendix S-1)*

### C. Step 3

If dissatisfied with the Employer's answer in Step 2, to be considered further, the grievance must be transmitted by facsimile transmission, regular U.S. mail, local mail (institutional, departmental or interdepartmental) or by hand to the Director of the Department of Personnel or the Director's designee within fourteen (14) calendar days of the receipt of the answer in Step 2. Within forty-five (45) days after the receipt of the appeal at Step 3, the designee of the Department of Personnel will meet with the appropriate Union representative (with or without the aggrieved employee) and attempt to reach resolution of the grievance. On grievances which do not involve disciplinary action, the parties will, where practicable and feasible, meet via a telephone conference. Within thirty (30) days following this meeting a written answer will be issued and attached to the grievance by the Director of the Department of Personnel or the Director's designee and returned to the grievant and the Union representative. Third step answers shall be sent by facsimile transmission, regular U.S. mail, local mail (institutional, departmental or interdepartmental) or by hand delivered.

*(Board of Regents see Appendix M-2; Community Corrections see Appendix S-1)*

### D. Step 4

#### 1. Grievance Arbitration

Grievances which have not been settled under the foregoing procedure are eligible for arbitration. The grievance as stated in the third step shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing. If an unresolved grievance is not arbitrated, it shall be considered on the basis of the third step answer without prejudice or precedent in the resolution of future grievances.

For the purpose of selecting an impartial arbitrator, the parties will meet upon request and if unable to select an impartial arbitrator, the parties or party, acting jointly or separately, shall request the Iowa Public Employment Relations Board to submit a five-member panel of arbitrators. If the panel submitted by the Public Employment Relations Board is unacceptable to either party, the parties shall request a second panel of arbitrators from the Public Employment Relations Board. The AFSCME representative and the IDOP representative will contact the assigned arbitrator to set a date for the arbitration hearing. After the date for the arbitration hearing is established, the AFSCME representative and the IDOP representative will schedule a meeting, not less than one (1) week prior to the arbitration hearing date, to exchange all evidence relevant to the grievance that is available to them at that time through the exercise of reasonable diligence. If not provided at the pre-arbitration meeting, evidence cannot be offered at the arbitration hearing unless the party can prove that the evidence was not available to the party through the exercise of reasonable diligence.

Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to have all grievances to be heard by any one arbitrator. On the grievances where agreement is not reached, a separate arbitrator shall be appointed for each grievance. The cost of the arbitrator and expenses of the hearing will be borne by the parties; however, the costs of transcripts shall be borne by the requesting party without having to reimburse the other party, unless the parties mutually agree to share the entire cost. Except as provided in Section 10.10, each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred. The parties may agree to share any cancellation fees for arbitration hearings canceled or postponed by mutual agreement.

is solely responsible for the cancellation or postponement of an arbitration hearing without the mutual agreement of both parties. If either party shall pay the entire cancellation fee.

The arbitrator shall only have authority to determine the compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of the Agreement and shall not make any award which in effect would grant the Union or the Employer any more favorable terms than were obtained in the negotiation process.

The decision of the arbitrator shall be final and binding on both parties to this Agreement provided it does not exceed the arbitrator's jurisdiction or authority as set forth above.

### **Section 3 Time Limits**

Grievances not appealed within the designated time limits in any step of the grievance procedure may be considered untimely by the Employer on the basis of timeliness. The Union reserves the right to submit such grievances to arbitration, however, that in grievances where timeliness is an issue the grievance may be submitted by the Union at any step, through Step 3, in order to allow the parties to attempt to resolve it.

Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure may be appealed to the next step within seven (7) calendar days for Step 2, and fourteen (14) calendar days for Step 3. In order to be considered timely, a grievance must be scheduled for an arbitration hearing no later than seven (7) calendar days from the date the grievance was answered by the Employer at Step 2. In order to be considered timely, a grievance must be scheduled for an arbitration hearing no later than one hundred twenty (120) days from the date the grievance was answered by the Employer at Step 3. The Union may, at its option, seek to schedule an arbitration hearing any time after the Step 3 response was due in the event the Employer fails to timely provide a response. The Authority to schedule a hearing rests with the arbitrator should the parties disagree. The parties may, however, agree in writing to extend the time limits in any step of the grievance procedure.

In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if it is postmarked within the time limits.

### **Section 4 Retroactivity**

Settlement of a grievance may or may not be retroactive as the equities of particular cases may demand. Where it is determined that the award should be applied retroactively, the maximum period of retroactivity shall be a date not earlier than six (6) months prior to the date of initiation of the written grievance in Step 1.

### **Section 5 Exclusive Procedure**

The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for the resolution of any disputes arising from the application and interpretation of this Agreement.

### **Section 6 Number of Stewards**

For informational purposes only, the Union shall provide IDOP with a written list setting forth the jurisdictional areas of Union representatives.

The Employer shall supply the local Union with a list of supervisors to contact on grievance matters.

### **Section 7 Representation**

An employee may consult with a local union representative during working hours relative to a grievance.

contacting the employee's supervisor. The employee's supervisor shall arrange a meeting to take place as soon as possible for the employee with a union representative through the union representative's supervisor.

### **Section 8 Processing Grievances**

Union representatives who are members of bargaining units and grievants will be permitted a reasonable amount of time to process grievances during their regularly scheduled hours of employment. Processing grievances shall include investigating, filing, and attending any step meetings and/or hearing(s) regarding grievances. However, only one union representative will be in pay status for any one (1) grievance.

Whenever possible the union representatives will provide twenty-four (24) hours notice to their supervisors.

Further, in a group grievance, up to three (3) percent, but not less than one (1) nor more than ten (10), shall be in pay status as spokesperson(s) for the group. Group grievances are defined as, and limited to, grievances which cover more than one employee and which involve like circumstances and facts of the grievance involved.

The Employer is not responsible for any compensation of employees or union representatives for time spent on grievances outside their regularly scheduled hours of employment. The Employer is not responsible for subsistence expenses incurred by grievants or Union representatives in the processing of grievances.

Notwithstanding the foregoing provisions of this Section, the Employer agrees to conduct all grievance meetings for third shift employees either during that shift or at a time which is contiguous to the employee's shift. The Employer is responsible for any compensation of third shift employees for such grievance meetings unless the Employer requests, or if the parties mutually agree, that the grievant attend the hearing, in which case the grievant shall be compensated for the actual time spent in such hearing at his/her regular hourly rate and shall not be counted as worked for purposes of computing overtime.

### **Section 9 Discipline and Discharge**

The parties recognize the authority of the Employer to suspend, discharge or take other appropriate disciplinary action against employees for just cause. The employee who alleges that such action was not based on just cause may appeal such suspension or discharge taken by the Employer beginning with the third step of the grievance procedure. Any disciplinary action or suspension shall begin with the first step of the grievance procedure. Any disciplinary action or suspension upon an employee may be processed as a grievance through the grievance procedure. The Employer shall not discharge an employee without just cause, recognizing and considering progressive discipline where applicable.

*(See Appendix K for discipline related to attendance)*

The Employer shall provide written notification to affected employees prior to beginning an investigation of child abuse pursuant to Chapter 235A of the Code of Iowa and allegations of dependent adult abuse pursuant to Chapter 235B of the Code of Iowa and at the conclusion of such investigation. Whenever the Employer determines that an employee must be removed from a current work assignment pending the completion of an investigation, the Employer to determine if disciplinary action is warranted, the Employer may:

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

If the employee is suspended under number two (2) above, the employee shall be in pay status at the pay. If, at the completion of the investigation, the Employer decides that suspension or discharge is warranted, the Employer shall have the right to recover the pay provided during the period of suspension under number two (2) above, consistent with the disciplinary action.

The Union shall receive written notice of any disciplinary action or measure imposed upon an employee during the working days of the time such action is taken.

### **Section 10 Exclusion of Probationary Employees**

Notwithstanding Section 9 above, nor any other provision(s) of this Agreement, the release of probationary employees shall not be subject to the grievance procedure.

### **Section 11 Exclusion of Grievant**

The aggrieved employee is entitled to be present at all steps of the grievance procedure. Should the grievant be excused by either party, the grievance shall be processed in the absence of the aggrieved employee and the grievant shall be allowed a maximum of two (2) representatives in pay status.

### **Section 12 Exchange of Information for Processing Grievances**

A. The Union and the Employer agree that it is incumbent upon the parties to share all information available regarding grievances involving the Union, employees, and the Employer.

B. Weingarten principles (the right of an employee who reasonably believes that they may be subject to discipline, upon the employee's request, a Union representative present during the investigatory interview) shall apply to all investigatory interviews of an employee.

C. Upon request from the Union representative, the Employer will provide that Union representative with copies of statements of witnesses, if they exist.

D. Upon request from the Employer's representative, the Union will provide the Employer's representative with copies of statements of witnesses, if they exist.

E. Employees who receive witness statements must comply with the State's policy that witness statements and information contained in the statements will not be disseminated to any person not directly involved with the grievance. Employees who violate the State's policy on dissemination will be subject to disciplinary action.

F. When a grievance is scheduled for arbitration, if the representative of either party desires to interview a witness to the arbitration hearing and the witness has been interviewed by the Employer or the Union in the course of the investigation, the interview shall be conducted in the presence of a representative from IDOP. The Employer is required to grant the interview, however, such interviews, when conducted, shall be limited to the witness and a Council 61 staff representative or attorney, and the representative from IDOP.

### **Section 13 Resolution of Timeliness Arbitrability Issues**

Where an issue exists as to the timeliness arbitrability of a particular grievance, the Director of IDOP or designee shall give written notice to the Union. Following written notice, the timeliness dispute shall be resolved by an arbitrator, other than the arbitrator selected to determine the merits of the grievance, upon written submission to a telephone hearing only. Where the timeliness of a particular grievance is submitted to arbitration, the arbitration shall be scheduled within thirty (30) days following the date that IDOP provided notice to the Union.

decision rendered within thirty (30) days following the date of the timeliness arbitrability hearing. The party that prevails in the timeliness dispute must pay the cost of that hearing.

#### **Section 14 Grievance Procedure Improvement**

A committee shall be formed consisting of seven representatives from the Employer and seven representatives from AFSCME to discuss potential improvements to the current grievance procedure and the potential of alternative dispute resolution processes. Such committee shall meet to discuss concepts prior to August 1, 1999.

Union representatives shall be in pay status for all time spent for meetings held during their regularly scheduled work employment.

### ***ARTICLE V***

#### **SENIORITY**

##### **Section 1 Definition**

A. Seniority means an employee's length of continuous service with the Employer in a permanent position from the date of hire. Any length of service in a temporary position shall be included in the computation of seniority if the employee's employment was in the same classification as and contiguous to the appointment to a permanent position.

B. In the event two (2) employees have the same original date of employment, seniority of one as against another shall be determined by the last four (4) digits of the social security number, with the employee having the lowest last four (4) digits of the social security number being considered as having the greater seniority.

C. An employee's continuous service record shall be broken by voluntary resignation, discharge for cause, or retirement. However, if an employee leaves work for any reason other than those listed above, the employee's original seniority date for a period equal to his/her length of employment up to a maximum of two (2) years shall represent a break in continuous service.

D. Management will be required to apply seniority as defined above only as specifically provided in this Agreement, subject to any limitations set forth in any particular article or section of this Agreement.

##### **Section 2 Seniority Lists**

A. The Employer shall prepare and post, on existing bulletin boards, seniority lists as defined in this Article. The lists shall be updated semiannually and contain each employee's name, classification and seniority date. A copy of the lists shall be furnished to the local union at the time of posting.

B. Employees shall have ninety (90) days in which to appeal their seniority date after which time the seniority date shall be presumed correct.

##### **Section 3 Retroactivity Prohibited**

Those employees in the bargaining unit employed prior to the effective date of this Agreement shall retain their seniority date (date of hire or adjusted date of hire, if applicable) as established by IDOP or the Board of Regents' (BOR) prior to the effective date of this Agreement.

### ***ARTICLE VI***

## LAYOFF PROCEDURE

### Section 1 Application of Layoff

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

- A. Temporary layoff of less than twenty (20) consecutive calendar days. In such cases, employees with seniority within classification and work unit; and/or
- B. Seasonal layoff of seasonal employees; and/or
- C. Employees with an academic year appointment at institutions and schools, during recesses in the fall and/or summer.

### Section 2 General Layoff Procedures

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

- A. Layoff shall be by classification and subtitle as set forth in the job specifications.
- B. Layoff shall be by organizational unit.

*(General Government and Board of Regents see Appendix B; Community Corrections see Appendix C)*

C. An agency may not layoff permanent employees until they have eliminated all non-permanent employees in the layoff unit in the same classification in the following order: emergency, temporary, provisional, intermittent, and probationary.

D. The Employer shall notify the Union at least sixty (60) calendar days in advance of any anticipated layoff.

E. Each employee affected by a reduction in force shall be notified in writing of layoff at least twenty (20) calendar days prior to the effective date of the layoff unless budgetary limitations require a lesser period of notice.

F. Employees in the layoff unit shall be laid off in accordance with seniority and ability. Layoff shall be by the least senior employee being laid off first unless the least senior employee possesses special skills and abilities to meet the needs of the Employer, and that the senior employee must also possess the academic qualifications for the position. In the case of classifications which are used in research laboratories in academic departments of Board of Regents institutions, the Employer need not retrain an employee to acquire the skills specific to the projects conducted.

G. A permanent employee in a classification in which layoffs are to be effected may, in lieu of layoff, elect to be assigned to the next lower classification in the layoff unit in the same series as the classification in which layoffs are to be effected. In the absence of a lower classification in the same series, to a classification in the layoff unit which the employee has formerly occupied while in the continuous employ of the agency. The assignment in the classification shall be at the Appointing Authority's discretion; however, such assignment shall not be permitted if the result would be the bumping of a permanent employee with greater seniority. To exercise the right of bumping, in lieu of layoff, the employee must notify the Appointing Authority, in writing, of such election, which must be received or postmarked at least five (5) calendar days after receiving notice of layoff. Any permanent employee displaced under these

have the right of election as provided herein.

The Employer shall notify the employee in writing of the exact location of the position to be bumped into this notification the employee shall again have five (5) calendar days in which to notify the Appointing Authority in writing, to either accept the position or be laid off.

Any employee who elects to bump in lieu of layoff shall have the right of recall to the classification occupied, provided he/she meets the qualifications of the position, before any other person may be hired for such classification by the Appointing Authority enforcing the layoff. Upon bumping, the employee shall retain his/her current rate of pay except that if such rate of pay is higher than the highest rate of pay for the classification to which the employee bumps, his/her pay shall be reduced to that rate of pay. Additionally, if other employees are involved, the employee upon bumping, will receive the salary provided by the federal grant. In such event, the Employer will make a good faith effort to obtain additional federal funds. Any employee laid off because of a reduction in force shall be offered a position in the classification from which he/she was laid off provided he/she meets the qualifications for the position, before a new employee may be hired for such position by the Appointing Authority enforcing the layoff, if such opening becomes available within two (2) years of such layoff because of a reduction in force.

H. The Employer shall maintain a recall list of employees who were laid off, who exercised their bumping rights, or who made written notice to the Employer of their recovery from long-term disability or injury after the expiration of their absence:

1. Employees who exercised bumping rights shall be placed on the recall list for the class from which they were laid off.
2. Employees who are laid off or who make written notice to the Employer of their recovery from a long-term disability or injury shall be placed on the recall list for the class they held prior to layoff or disability.

In addition, the employee may also designate up to fifteen (15) other classes, provided he/she meets the qualifications for and/or passes the applicable IDOP merit or BOR merit test, and the specific counties to which the employee may be recalled. The designation of classes or counties may be changed monthly by the employee through procedure established by AFSCME/Iowa Council 61 and the Employer. If an employee is recalled to a position in a classification which the employee has not previously held, the employee will serve a probation period. If the recalled employee successfully completes the probation period, the employee will be laid off without bumping rights and placed on the recall list as described above for a period of two (2) years.

3. Employees who refuse to accept any reassignment in excess of twenty-five (25) miles of the original position shall be placed on the recall list as described in numbers one (1) and two (2) above.
4. Failure to accept any position listed by the employee pursuant to number two (2) above when offered within five (5) calendar days after notice of recall shall negate any further recall rights.
5. If a laid off employee accepts a temporary position, he/she shall remain on the recall list.

I. The determination of the layoff order is subject to the grievance procedure commencing at Step 3. The execution of such layoff shall not be delayed pending the resolution of such grievances.

J. Whenever a permanent vacancy as defined in Article VII, Section 5 occurs, before a new or temporary

## **ARTICLE VII**

### **TRANSFERS**

*(Transfers for Community Corrections see Appendix S-2)*

#### **Section 1 Eligibility**

A. Employees must have been in their current classification for at least six (6) months in order to be eligible pursuant to this Article. However, if an employee goes into a classification with a lower pay grade in the same classification, an employee shall immediately be eligible for transfers pursuant to this Article. Additionally, an employee who changes shifts upon promotion shall be immediately eligible for transfer to a different shift within the employment.

B. Employees who desire to transfer to another position within the same classification, either between or within a State agency or between State agencies, shall file a written request as prescribed by the agency or agencies, with the appropriate departmental personnel office indicating that interest.

#### **Section 2 Transfers Within Employing Units**

A. The Employer shall post all openings indicating the specific location, 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 duties. Specific days off can be defined as rotating post or relief post. Specific days off shall be the days off from 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 work day posting period, the Employer will review those requests from any employee in the same employment classification in the same classification as the vacancy. When an employee applies for a posted position and has not been selected by the close of the posting, the employee must accept the job, if offered. The Employer shall offer the most senior bargaining unit employee who has filed a transfer request. In the event an employee is selected for more than one position simultaneously, he/she shall immediately accept one of the positions.

B. The Employer shall transfer the most senior employee who makes the transfer request for the open position provided he/she possesses the ability to perform the duties as assigned and meets any job related special or selection requirements. Such requirements shall be reflected on the posting. The Employer may deny transfers if they would substantially impair the Employer's ability to maintain operational efficiency. The Employer is not obligated to transfer employees in order to qualify them for transfers under the provisions of this Article.

*(Department of Corrections see Appendix H1; Department of Human Services see Appendix H2; Department of Social Services see Appendix M-4, M-5, M-6, M-7; Department of Workforce Development see Appendix W-1; Department of Public Safety see Appendix W-1)*

#### **Section 3 Transfers Between Employing Units Within a State Agency**

In the event a vacancy is not filled by transfer of an employee under the provisions of Section 2 of this Article, the Employer shall consider interested employees who are in the same classification as the vacancy from other units of the agency who have indicated an interest in the specific location, shift, work unit and days off from the position. 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 job related special or selection requirements.

certification requirements. The Employer may deny transfers if the transfer would substantially impair ability to maintain operational efficiency. The Employer is not obligated to retrain employees in order to transfers under the provisions of this Article. The employee shall have three (3) working days in which to decline the offer in writing.

*(Department of Workforce Development see Appendix T)*

#### **Section 4 Transfers Between State Agencies**

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

#### **Section 5 Definition of Permanent Vacancy**

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

- A. When the Employer has approval to increase the work force and decides to fill the new positions;
- B. When any of the following personnel transactions take place and the Employer decides to replace the incumbent: termination, transfer out of the bargaining unit, promotion, or demotion;
- C. If no employee has indicated a desire to transfer to a vacancy and the Employer fills such vacancy with an employee from another classification in the same salary range and determines that the vacated position shall be subject to the provisions of this Article;
- D. Transfers within the bargaining unit resulting from Sections 2, 3, or 4 above.

#### **Section 6 Transfer Limitations**

- A. The application of the procedures in this Article shall be limited to the original vacancy and the four (4) vacancies resulting from the filling of the original vacancy.
- B. Employees may not transfer under the provisions of this Article more often than once every six (6) months or be reassigned by management within the six (6) month period.

*(Fiscal and Staff Unit see Appendix Q-1)*

- C. Employees who decline two (2) transfer opportunities within a twelve (12) month period will be removed from the register for a period of six (6) months. It is the responsibility of the employee to re-apply for the position following the six (6) month period.
- D. Employees transferring under the provisions of this Article shall not be eligible for payment of moving expenses by the Employer.
- E. Employees transferring into federally funded positions will receive the salary provided by the federal government.
- F. In all employing units in which vacancy lists are maintained the local union shall be allowed to inspect the lists on a monthly basis.

G. Nothing in this Article shall be construed as a limitation on the Employer's ability to reassign an employee to meet agency needs as determined by the Employer. Employees reassigned more than 25 miles from the origin shall be provided a twenty (20) working day notice. Employees who refuse to accept such reassignment will forfeit the rights set forth in Article VI, Section 2(H).

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

I. When a unit, office, or post within an employing unit goes out of existence and the affected employee is laid off, the Employer shall offer existing vacancies for which no employee within the employing unit bid to fill the affected by the closure in seniority order. Employees who select a vacancy shall not be subject to the provisions established in (B) above for the exercise of transfer rights.

J. This definition shall apply anywhere the terms "special qualifications" or "selective certification requirements" are used in this Agreement. "Special qualifications" and "selective certification requirements" shall consist of the following requirements and job related knowledge, skills, abilities, or competencies that are:

1. Appropriate to the job classification of the position;
2. Necessary for successful performance of the essential duties of the position, and;
3. Of a nature and extent that an individual lacking such "special qualifications" could not acquire them proficiently through reasonable orientation or other training of a limited duration.

All "special qualifications" and "selective certification requirements" shall be announced in the job posting.

## **ARTICLE VIII**

### **HOURS OF WORK**

#### **Section 1 Work Schedules**

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

A. Work schedules are defined as an employee's assigned hours, days of the week, days off and shift work. Schedules herein shall be construed as a guarantee of the number of hours of work per day or per work week.

B. The Employer shall provide fourteen (14) calendar days written notice to the Union and the affected employees of making permanent changes in work schedules. However, employees who work in research laboratory departments of the BOR institutions may have their schedules changed to meet research needs without overtime obligation until the employee has worked forty (40) hours in a week. Temporary work schedule changes shall not be made for the purpose of avoiding overtime except by voluntary agreement by the employee.

C. Any permanent schedule change made by the Employer that is grieved will not be implemented until the grievance procedure is exhausted. Such grievances shall begin with the 3rd step of the grievance procedure.

D. Where practical and feasible as reasonably determined by Management, the employee may elect to work including:

a. Variable starting and ending times;

b. Compressed work week such as:

4-ten hours days, or

4-nine hour days and one four hour day;

c. Other mutually agreeable flexible hour concepts. When a request for flextime is denied the written response shall be provided to the employee within five (5) working days after the date management receives the request. "management rights" will not be used as sole justification for denial of flex-time.

*(Department of Transportation see Appendix I-1, I-2; Fiscal and Staff field staff bargaining unit see Appendix Q-2; Non-field staff schedules for the Fiscal and Staff bargaining unit see Appendix Q-3)*

#### **Section 2 Overtime**

*(This section shall not apply to employees in the Fiscal and Staff bargaining unit. This section shall apply to employees in the Patient Care bargaining unit.)*

A. Definitions

1. Overtime:

Time that an employee works in excess of forty (40) hours per work period.

*(Airport Firefighters see Appendix F-1)*

2. Work Period:

A regularly recurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive hour periods.

3. Work Time:

The following items will be regarded as hours worked for the purpose of computing overtime pay:

- a. Hours worked excluding standby time.
- b. Rest periods.
- c. Holidays when paid in cash in the week of occurrence.
- d. Annual leave when used before forty (40) hours in pay status are accumulated or if prescheduled at 1 hour in advance.
- e. Compensatory leave to be included in the period of occurrence for the purpose of computing over before forty (40) hours in pay status are accumulated or if prescheduled at least sixteen (16) hours in ad
- f. Unscheduled holidays when used before forty (40) hours in pay status are accumulated or if pres sixteen (16) hours in advance.
- g. Sick leave when used before forty (40) hours in pay status are accumulated or if prescheduled at 1 hour in advance.
- h. Court appearances as defined in Article X, Section 4.
- i. Department approved Workforce Development training and conferences.
- j. Voting leave as defined in Article X, Section 4.
- k. Jury duty leave as defined in Article X, Section 4.
- l. Travel between job sites during or after the regular work day.
- m. Meal periods of less than thirty (30) minutes where an employee is not relieved of his/her post, station
- n. Wash-up time taken in accordance with Section 5 of this Article.

*(Department of Transportation see Appendix I-3)*

B. Overtime Compensation

Overtime shall be compensated at a premium rate of time and one-half (1-1/2) the employee's base hourly rate for each overtime hour worked whichever is applicable. Payment shall be made in either cash or compensatory time.

1. The decision to pay overtime in cash or compensatory time rests with the employee; however, the Employer reserves the right to require employees to take cash payment rather than earned compensatory time.
2. Compensatory time can only be accumulated to one hundred twenty (120) hours. Any hours over one hundred twenty (120) will be paid out in cash.
3. A request can be made by the employee for a payout in cash of any accumulated compensatory time by providing at least a two (2) week notice to the personnel office. The money will be included in the pay check for the period during which the request is made.
4. Compensatory time may not be carried over into a new State fiscal year; however, the Employer may utilize compensatory time earned in the current State fiscal year for purposes of utilization of compensatory time. For those work units where the current State fiscal year is utilized, the Employer will so notify the Union. Compensatory time due an employee at the end of the State's fiscal year, or other designated year where applicable, shall be paid out in cash.
5. Compensatory time off shall be granted at the request of the employee with the approval of the Employer or his/her designee. Compensatory time off shall be granted at the convenience of the employee, which is consistent with the staffing needs of the agency.

*(Department of Corrections see Appendix H-2; Patient Care Unit see Appendix W-4)*

#### C. Scheduling of Overtime

1. The Employer will, as far as practicable, distribute overtime on an equal basis by seniority among employees in that classification assigned to the work unit who normally perform the work involved.
2. Overtime opportunities shall be accumulated. Offered overtime not worked shall be considered for the purposes of overtime distribution.
3. Upon request, the Union may review overtime equalization records.

*(Department of Transportation see Appendix I-4)*

#### D. Pyramiding Prohibited

Payment of overtime at a premium rate shall not be compounded or paid in addition to any other premium pay for work incurred during the same work period. There shall be no duplication or pyramiding of any premium pay for under the provisions of this Agreement for the same hours worked. Holidays which fall on an employee's regularly scheduled work day will be counted for the purpose of computing overtime eligibility. Holidays which fall on an employee's regularly scheduled day off will be paid at the employee's regular straight time rate and shall not be counted for the purpose of computing overtime eligibility.

#### E. Employees Returning From Leaves of Absence

New employees or employees returning from a leave of absence shall be credited with the average number of hours worked by employees within the work unit.

### **Section 3 Meal Periods**

A. All employees shall be granted an unpaid meal period of at least thirty (30) minutes in duration or, at the Employer's discretion, a paid meal period in those situations where qualified relief is not available. Where practicable, the Employer will attempt to schedule the meal period at approximately the middle of each shift.

B. During overtime work hours, the Employer shall schedule such additional unpaid meal periods as are necessary. (Security Unit see Appendix O-1; Clerical Unit see Appendix R-2; Fiscal and Staff Unit see Appendix C-1)

### **Section 4 Rest Periods**

A. All employees shall be granted a fifteen (15)

minute rest period during each one-half (1/2) shift provided qualified relief is available. The rest period shall be scheduled at approximately the middle of each one-half (1/2) shift.

B. Employees who work at least one (1) hour beyond their regularly scheduled shift shall receive a fifteen (15) minute rest period within the limitations set forth above.

C. Drivers and Transport Drivers shall receive a thirty (30) minute rest period after twelve (12) hours of driving. (Clerical Unit see Appendix R-3; Fiscal and Staff Unit see Appendix Q-5)

### **Section 5 Wash-Up Time**

Employees shall receive reasonable and adequate wash-up time consistent with available facilities immediately at the end of the shift. The Employer shall determine those positions which shall qualify for wash-up time. The Union reserves the right to grieve the unreasonable denial of such wash-up time.

### **Section 6 Shift Differential**

A. Beginning July 1, 1999, the Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of \$0.40 per hour for any regularly scheduled permanent shift of which four (4) or more hours occur between 6:00 p.m. and midnight and a shift differential of \$0.45 per hour for any regularly scheduled permanent shift of which four (4) or more hours occur between midnight and 6:00 a.m. Employees who work rotating shifts on a regular permanent basis shall be eligible for shift differential.

Beginning July 1, 2000, the Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of \$0.50 per hour for any regularly scheduled permanent shift of which four (4) or more hours occur between 6:00 p.m. and midnight and a shift differential of \$0.55 per hour for any regularly scheduled permanent shift of which four (4) or more hours occur between midnight and 6:00 a.m. Employees who work rotating shifts on a regular permanent basis shall be eligible for shift differential.

B. Employees shall not be eligible for shift differential pursuant to this Section as a result of an extension of a regular work day into a shift differential period. For purposes of this Section, a regularly scheduled permanent shift shall be considered a shift differential in those situations where an employee is assigned to the same shift for a period of time in excess of fourteen (14) calendar days. Employees entitled to shift differential shall receive the applicable shift differential.

worked.

*(Park Attendant #05205, Natural Resources Technician 1 #05301 and Natural Resources Technician 2 #05302 see Appendix P)*

### **Section 7 Standby**

The Employer will specifically designate those employees in writing who are to be in standby status. An employee in standby status is responsible for keeping the Employer aware of his/her whereabouts and shall be accessible by telephone or beeper.

The Employer may establish reasonable reporting procedures for the implementation of this Section. An employee in standby status shall receive ten percent (10%) of his/her normal hourly rate for each hour in said status. Time actually working shall not be counted in determining hours spent in standby status for compensation purposes.

*(Park Attendant #05205, Natural Resources Technician 1 #05301 and Natural Resources Technician 2 #05302 see Appendix P)*

### **Section 8 Call-Back Time**

A. The Employer agrees that employees called back for duty or called in on the employee's day off will receive a minimum of three (3) hours at the appropriate rate of pay. This provision shall not be construed so as to require additional compensation if the employee is recalled back for duty within the original three (3) hour period. For employees who are called back to work in excess of three (3) hours will be paid for actual time worked. For call-back compensation, the time worked cannot be contiguous to the beginning or end of an employee's work shift.

B. The provisions of Section 8(A) are not applicable to employees prescheduled for duty at least forty-eight (48) hours in advance.

*(Park Attendant #05205, Natural Resources Technician 1 #05301 and Natural Resources Technician 2 #05302 see Appendix P)*

### **Section 9 Travel Between Work Sites**

Employees who are required by the Employer to report to a work site for the purpose of picking up and/or uniforms, and who subsequently travel to a second work site, shall be in pay status for time spent between work sites.

### **Section 10 Scheduling of Volunteer Emergency Personnel**

The Employer, upon request, shall attempt to reschedule employees who have served as volunteer firefighter/ambulance personnel or volunteer emergency medical technicians for a community during the preceding 24 hours.

### **Section 11 Volunteer Firefighters**

A. Employees who participate as volunteer firefighters at their work site shall be compensated with an amount to be determined by the Employer, but not less than \$100.00 per pay period.

B. The Employer shall not prorate this compensation during any leave of absence without pay of less than 30 days duration.

*("Med Passer" differential: Department of Human Services see Appendix J-2; Department of Veterans' Home Division see Appendix V-2)*

## **ARTICLE IX**

### **WAGES AND FRINGE BENEFITS**

#### **Section 1 Wages**

A. On the first day of the pay period that includes July 1, 1999, the Employer will implement new pay be adjusted by three percent (3%) as agreed upon by the parties. For pay plans with steps, two (2) ste to each pay plan. The "AFSCME" 013 pay plan will be adjusted consistent with the pay plans with st the new maximum salary of the plan. (See Memorandum of Understanding)

All employees eligible for negotiated within-range step increases shall receive automatic step increase with their eligibility date except for movement to the maximum pay of the assigned pay grade. (See Understanding) The step increases shall be automatic.

B. On the first day of the pay period that includes July 1, 2000, employees in the bargaining units Agreement shall receive an across-the-board pay increase of two and six-tenths percent (2.6%) ad salary.

All employees eligible for negotiated within-range step increases shall receive automatic step increase with their eligibility date except for movement to the maximum pay of the assigned pay grade. (See Understanding)

The step increases shall be automatic.

C. All DOT employees in the bargaining unit who are currently receiving longevity payments shall co such payments in accordance with their current longevity step and rate. However, such longevity paymen at the current longevity step for all DOT employees and no additional increases shall be granted to any employees in the Clerical bargaining unit and those employees in the Fiscal and Staff bargaining designated "104U" or "004U" prior to January 1989. Employees not currently receiving longevity paym eligible for such payments.

D. All employees in classifications recommended for a pay grade increase shall receive a step-to-accordance with negotiated classification increases.

E. Employees in the AFSCME "013" pay plan will receive an automatic four percent (4%) within pa each year of this Agreement on their eligibility dates, except for employees moving to the maximum of grade. (See Memorandum of Understanding) However, employees may not exceed the maximum c assigned to their classification.

F. No person brought into an AFSCME bargaining unit by stipulation by the parties, action by PERB, o law shall suffer any loss of salary or salary potential as a result of inclusion in the AFSCME bargaining u

G. Effective with the first pay period that includes July 1, 1999, the first step of pay grade 3 in all Reger be deleted. Employees on the first step on June 30, 1999 will be moved to the second step of pay gra

given a new review date.

### **Section 2 Deferred Compensation**

Effective April 1, 2001, for employees who are eligible for Internal Revenue Code Sec. 457 deferred compensation, the Employer shall match employee contributions at the rate of \$1.00 for each \$2.00 contributed by the employee up to a maximum of \$25 per month.

### **Section 3 Selected IRS Pre-Tax Benefits**

A. The State will offer a premium conversion plan in which employees may elect, during a designated period, to pay their share of the health, dental and life insurance premiums with pre-tax rather than after-tax dollars.

B. The State will provide a program consistent with Internal Revenue Code, Section 129 regulations through which employees may elect to make a pre-tax reduction in wages which will be paid to an account from which dependent care expenses will be reimbursed.

C. Effective January 1, 2000, the State will provide a program consistent with Internal Revenue Code, Section 125 regulations through which employees may elect to make a pre-tax reduction in wages which will be paid to an account from which allowable medical expenses will be reimbursed.

D. If an employee share of the health insurance surplus fund becomes available, the Employer agrees to determine the utilization of the employee share of the surplus in outlying years, subject to the limitations of the federal agencies regarding the use of such funds. These funds will be allocated on a plan year basis.

### **Section 4 Health Benefits**

#### **A. Group Plans and Contributions**

The State agrees to continue to provide group health benefits to all eligible bargaining unit members. Employees may elect health plan options of Plan 3 Plus, including a cash and carry prescription drug program, and Iowa Self-Funding PPO, with their benefit design as adjusted by those cost containment features provided for in sub-section 4.1.1, of this Section, as well as such HMO and ODS plans as offered annually by the State. The Employer agrees to contribute to the cost of health benefits in accordance with the following provisions:

#### **1. Single Plans:**

In each year of this Agreement the State shall contribute the full cost of single coverage.

#### **2. Family Plans:**

Effective January 1, 2000, the State's monthly contribution to all plans shall be seventy percent (70%) of the cost of the plan. Employees may apply this dollar amount to the plan of their choice.

Effective January 1, 2001, the 50/50 split of the premium increase between the State and the Union shall continue for the duration of the collective bargaining agreement. The abatement of the split of premiums is non-precedent. If the 50/50 split of premiums shall return to the collective bargaining agreement effective July 1, 2001 unless otherwise agreed.



C. When a husband and wife are employed by the State, and one spouse is a non-Regents employ spouse is a non-merit Regents employee, at the option of the couple, one family plan may be selected. selected shall come from those plans administered by the Department of Personnel.

*(Enrollment periods and other enrollment changes, see Appendix C, Dental Benefits Plan section.*

**Section 6 Workers' Compensation Benefits**

A. Workers' compensation insurance has primary responsibility for workers' compensation injuries. The ensure that medical expenses of injured workers are paid to the extent coverable under group medic forth in this Article during the pendency of Industrial Commission appeal proceedings for worker benefits and the Employer, or its insurance carrier, if any, shall continue to possess all rights of subrog by law arising from the payment of such expenses.

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

**Section 7 Life Insurance**

A. The Employer agrees that all bargaining unit employees shall be eligible to participate in the State e life insurance program administered by IDOP.

B. Provisions of the group life insurance program are as follows:

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

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

Age Basic AD & D

Under 65 \$10,000 \$10,000

Age 65-69 6,600 6,600

Age 70-74 4,150 4,150

Age 75 and over 2,850 2,850

3. Each full-time employee will have the option of applying for supplemental life insurance coverage plus of group accidental death and dismemberment coverage (to be paid by the employee) through payr provided in the following schedule:

Maximum Maximum

**Supplemental Supplemental****Age Life Insurance AD&D**

Under 65 \$40,000 \$40,000

65-69 26,400 26,400

70-74 16,600 16,600

75-79 11,400 11,400

80 and over 8,000 8,000

4. The supplemental life insurance will be available in increments equal to one-eighth (1/8) of the maximum amount available. Employees may elect the number of increments desired. The initial one-eighth (1/8) increment will require medical underwriting provided that employees make application within thirty (30) calendar days of employment. All amounts above this initial one-eighth (1/8) increment will require medical underwriting.

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

6. Notwithstanding Subsection A above, BOR employees will continue to be covered under the provisions of the life insurance programs currently in effect at BOR institutions.

**Section 8 Disability Insurance**

The State agrees to continue the existing disability insurance programs within the various State correctional institutions for the duration of the Agreement. The State further agrees to continue to pay the entire cost of disability insurance.

**Section 9 School Year Employees**

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

**Section 10 Sick Leave**

(Beginning July 1, 2000 Community Based Corrections' employees refer to Appendix S for Sick Leave provisions.)

**A. Accrual**

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

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

*(Airport Firefighters see Appendix F-2)*

## B. Utilization of Sick Leave

1. Employees may use accrued sick leave for personal illness (both physical and mental), bodily injury related disabilities resulting from pregnancy and childbirth, or exposure to contagious disease: (a) which result in employee's confinement; or (b) which render the employee unable to perform assigned duties; or (c) which the performance of assigned duties would jeopardize the employee's health or recovery.

The Appointing Authority may require a medical certificate or other appropriate verification for absence under this Section.

It is not the Employer's intent nor will the above language be construed in such a way as to constitute a policy of discrimination against employees. This language is intended as a vehicle by which the Employer may scrutinize habitual sick leave use in those cases where sick leave abuse is suspected.

Employees will be permitted to use compensatory time off and/or annual leave in lieu of sick leave when a holiday falls while an employee is on paid sick leave, the employee's sick leave account shall not be reduced during the holiday period.

2. Where death occurs in the immediate family of the employee, accrued sick leave may be used, not to exceed one (1) scheduled work day for each such occurrence. Immediate family is defined as, and limited to, the employee's spouse, children, grandchildren, foster children, step children, legal wards, parents, grandparents, foster parents, brothers, foster brothers, stepbrothers, sons-in-law, brothers-in-law, sisters, foster sisters, stepsisters, sisters-in-law, aunts, uncles, nieces, nephews, first cousins, corresponding relatives of the employee's spouse, and other persons who are members of the employee's household.

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

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

5. Employees may use accrued sick leave for care of and necessary attention to ill or injured members of the employee's family (as defined in paragraph 2 above). Use of sick leave for this purpose is limited to forty (40) working days per year.

6. Employees may use accrued sick leave during adoption. Such leave shall not exceed five (5) working days.

7. Sick leave shall not be used for any reasons not specifically set forth above.

## C. Sick Leave Accounts

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

## D. Cancellation of Sick Leave

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

#### E. Payment of Sick Leave Upon Retirement

Upon retirement, employees shall receive cash payment for accumulated, unused sick leave not to exceed one thousand (\$2,000) dollars, payable during the pay period preceding the employee's retirement date.

#### F. Conversion Rights

1. All bargaining unit employees who have accumulated a minimum of thirty (30) days (240 hours) in their accrued vacation account and who do not use sick leave for a full calendar month may elect to have one-half day (4 hours) of accrued vacation account in lieu of adding one and one-half days (12 hours) to their accrued sick leave account.

2. In the case of eligible permanent part-time employees, such conversion rights shall be prorated at the rate of one (one hour of vacation for every three hours of earned sick leave).

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

*(Community Corrections see Appendix S-5)*

### **Section 11 Paid Annual Leave of Absence (Vacation)**

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

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

#### 1. Full-Time Employees

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

b. Annual leave may be accumulated to twice the annual entitlement. If, on June 1st, an employee has accumulated one hundred sixty (160) or more hours of accrued annual leave, the Employer may, with the written consent of the employee, pay the employee for up to forty (40) hours of the accrued annual leave. This amount will be paid on a separate pay warrant on the pay day which represents the last pay period of the fiscal year. Decisions regarding such payments will be made by each department director and BOR institution president or superintendent. Such payments are not subject to the grievance procedure provided in Article IV. An employee may, however, request that such payments be made without the employee's approval.

## 2. School Year Employees

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

## 3. Permanent Part-Time Employees

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

*(Airport Firefighters see Appendix F-3)*

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

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

Once vacation periods have been scheduled, the Employer shall make no changes in employee vacation schedules except to meet emergencies. In the event the

Employer finds it necessary to cancel a scheduled vacation, the affected employee may reschedule the vacation during the remainder of the calendar year or extend the scheduling of his/her vacation into the ensuing calendar year, if he/she desires, providing it does not affect other employees' vacation periods.

Every attempt will be made to grant employees vacation at the requested time. Any disputes resulting from vacation priorities will be resolved by the local union.

If an employee is under the care of an attending physician while on his/her paid vacation, that portion of the vacation may be rescheduled upon satisfactory proof to the Employer of said care being provided.

## E. Catastrophic Illness Contributions

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

## Section 12 Holidays

A. The Employer agrees to provide eleven (11) paid holidays per year. There shall be nine (9) scheduled

forth below and two (2) unscheduled holidays. Field staff personnel shall receive an additional four holidays. Unscheduled holidays shall be accrued on a pay period basis and added to the employee's account and shall be taken in accordance with the procedures set forth in Section 10 (Vacations) in this .

1. Scheduled Holidays:

**New Year's Day**, January 1

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

**Memorial Day**, the last Monday in May Independence Day, July 4

**Labor Day**, the first Monday in September

**Veterans' Day**, November 11 (or other holiday designated annually by the BOR for BOR employees)

**Thanksgiving Day**, the fourth Thursday in November

**Friday after Thanksgiving**

**Christmas Day**, December 25

2. Monday shall be recognized as a holiday for all holidays occurring on a Sunday and Friday for all hc on a Saturday for those employees on a Monday through Friday work week. For other than these holiday shall be deemed to fall on the day on which the holiday occurs.

*(Airport Firefighters see Appendix F-4)*

B. Holiday Pay

Holiday pay shall be equal to one (1) regularly scheduled work day, but not less than eight (8) hc employees.

When a holiday falls on an employee's regularly scheduled work day, the employee will receive their 1 except that no full-time employee shall receive less than eight (8) hours.

When the holiday falls outside the regularly scheduled work day, the employee will receive eight (8) hou which may be in cash or compensatory time at the employee's discretion.

The Employer agrees that employees required to work on a holiday as provided above will receive compensation which may be in cash or compensatory time at the employee's discretion.

Cash or compensatory time off shall be equal to one (1) scheduled work day, but not less than eight ( time employees. When compensatory time off is to be granted, it shall be taken at the request of the er approval of the Appointing Authority. Such time shall be paid to the employee if not used within the st (12) month period.

*(Department of Corrections see Appendix H-2)*

#### C. Holiday Premium Pay

When an employee is required by the Employer to work a holiday listed in 11(A) above, the Employer provide holiday premium pay at the rate of time and one-half (1-1/2) the employee's regular rate in normal holiday pay for all hours worked between the hours of 12:00 a.m. and 11:59 p.m. and for all hours of a regularly scheduled shift for which at least half of the scheduled hours fall on a holiday. At the discretion of the Employer, such premium compensation shall be either in cash or compensatory time.

In the event compensatory time off is granted, it shall be scheduled at the request of the employee with the approval of the Employer.

*(Department of Corrections see Appendix H-2)*

D. If the employee schedules a holiday off, the employee will receive eight (8) hours' compensation. The employee shall not reschedule to avoid holiday pay.

*(Department of Corrections see Appendix H-2)*

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

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

G. Employees shall not be eligible for holiday pay during a layoff or any period of leave of absence with the exception of a leave of absence for medical reasons.

*(Department of Transportation see Appendix I-5)*

### **Section 13 Travel and Lodging**

#### A. Mileage

The Employer agrees to reimburse any employee who is authorized and required to use his or her personal vehicle for the performance of the employee's work for the State at the rate of twenty one cents (\$0.21) per mile or the rate of the State, whichever is greater, beginning at the employee's office. When an employee attempts to obtain an approved business travel and one is not available for the employee's use, the employee will be reimbursed for the use of his or her personal vehicle at the rate of twenty-four cents (\$0.24) per mile as provided in the Department of Revenue & Finance Services policy.

The Employer and the employee may mutually agree to alternative arrangements to having the employee report to the office each day. However, an employee of the Department of Revenue & Finance or the Department of Transportation shall be reimbursed beginning at his or her point of departure unless he or she reports to the office. In such cases, the office shall be considered the point of departure.

#### B. Lodging and Meals

Employees shall be reimbursed for actual expenses incurred, not to exceed eighteen dollars and seventy-five cents (\$18.75) per day for meals plus reasonable room expenses while in the performance of their official duties. Employer reserves the right to establish reasonable reporting procedures.

C. Out-of-state travel, meals, and lodging reimbursement will be in accordance with the existing Department of Finance rules.

#### D. Advance Travel Request

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

#### E. Permanent Travel Advance

Employees who are required as a condition of employment to travel within the state on a regular basis

shall be eligible for a permanent travel allowance as follows:

1. Employees whose in-state travel expense has averaged between \$100.00 and \$150.00 per month for twelve (12) months shall receive a permanent travel allowance of \$100.00.
2. Employees whose in-state travel expense has averaged over \$150.00 per month for the preceding twelve (12) months shall receive a permanent travel allowance of \$150.00.
3. The advance travel allowance shall be deducted from the employee's last paycheck upon separation from service. Additionally, the Employer reserves the right to regularly review an employee's monthly travel expenses. Should the employee fail to meet the above requirements, the advance travel allowance shall be withdrawn from the employee's next paycheck.

*(Parking Fees for Community Corrections see Appendix S-10)*

### **Section 14 Payday**

A. General government employees shall be paid on a bi-weekly basis.

Each employee may choose among the options currently provided by the employing unit for receiving pay. The Employer will take reasonable measures within its control to ensure that employees' paychecks are received in a timely fashion.

*(Department of General Services see Appendix L-1)*

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

BOR employees who are currently paid semi-monthly will continue to be paid semi-monthly. All other respect to employee's pay shall remain unchanged.

### **Section 15 Pay Grade Review**

The Union may select up to 30 General Government classes from which the Employer will select 15 to follows. Of the fifteen to be selected, the Employer will include Probation/Parole Officer 2, Probation and Residential Counselor. The Union may also select up to 20 Regents classes from which the Employer to be reviewed as follows.

To be included on the Union's list of classes, the need for a change in pay grade must be supported by a class has undergone a major change in duties, or that the class has internal pay grade relationship compared to other classes, or that the State is not competitive when compared to current pay rates in the market.

Each employee or a mutually agreed upon representative sample of employees in a class selected for Pay will provide to the Employer (IDOP or BOR) a new Job Evaluation Questionnaire on a form provided by the Employer. If it is the Union's contention that the class does not reflect current market rates, documentation supporting the contention shall be submitted at the same time. This form/information/documentation shall be submitted to the Employer by October 1, 1999.

After receiving this information, the Employer (IDOP or BOR) will study, verify and gather further information on the classes selected. The Employer (IDOP or BOR) will schedule a meeting to review, discuss and act on the materials submitted with the Union during the month of October 1999. Only one bargaining unit member from each job class shall be in pay status during the meeting.

Following the conclusion of the meeting, a decision concerning pay grade assignments will be rendered by the Employer (IDOP or BOR), by November 1, 1999. If a pay grade change is recommended by the Employer and the Union, the pay grade will be implemented on the first day of the pay period that includes December 31, 1999.

Any pay grade findings that are not agreed upon may be appealed by the Union to an Arbitrator selected by the parties. The Arbitrator will hold an informal hearing in January 2000 at which both parties may present the information they previously presented at the meeting in October 1999 and rebut each other's information. The presentation is limited to fifteen (15) minutes by each party for each class, with five (5) minutes for rebuttal. Only one member representing each job class shall be in pay status during the meeting. The Arbitrator will accept the information presented by the parties and will make a recommendation as to the proper paygrade for each class. Any pay grade changes agreed to by the parties will become effective on the first day of the pay period that includes January 1, 2000. The costs of the Arbitrator shall be shared equally by both parties.

If the Arbitrator's recommendation does not produce agreement on the paygrade, either party may raise the issue during the negotiation of the subsequent collective bargaining agreement.

If a change in a job class affects the internal consistency of the job classes in relation to other closely related job classes, the employer may, with notice to the Union, change the other job classes.

## ***ARTICLE X***

## LEAVES OF ABSENCE

### Section 1 Eligibility

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

### Section 2 Request Procedure

Any request for a leave of absence shall be submitted in writing by the employee to the employee's imm at least thirty (30) calendar days in advance, whenever possible. The request shall state the reason for a the leave of absence being requested.

The immediate supervisor shall furnish a written response as follows:

- A. Requests for leaves of absence not exceeding one (1) month shall be granted or denied within five (5) days. The Employer will provide the reason for denial in writing.
- B. Requests for leaves of absence exceeding one (1) month shall be granted or denied within fifteen (15) days. The Employer will provide the reason for denial in writing.

### Section 3 Leaves of Absence Without Pay

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

*(Community Corrections see Appendix S-6)*

#### A. Parental Leave

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

1. The employee shall, whenever possible, submit written notification to the employee's immediate supervisor four (4) weeks prior to the employee's anticipated departure stating the probable duration of the leave. Leave shall be granted for a period of time up to but not to exceed three (3) months. An additional three (3) months of leave without pay shall be granted unless the absence of the employee would cause a substantial decrease in the operating efficiency of the employing unit. Upon request of the employee, accompanied by a doctor's statement, leaves without pay may be extended for increments of thirty (30) days, not to exceed six (6) months. In no case shall the total period of leave exceed twelve (12) months.
2. In no case shall the employee be required to leave prior to childbirth unless the employee is unable to satisfactorily perform the duties of the position.
3. Except as provided under Article IX, Section 9 of this Agreement, Sick Leave, all periods of parental leaves of absence without pay.

#### B. Military Leave

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

#### C. Unpaid Educational Leave

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

1. The Employer agrees that at any one time up to fifteen (15) employees per bargaining unit may be granted unpaid educational leave of absence not to exceed one (1) year in duration. Selection of employees shall be based on seniority and operational efficiency of the agency.
2. To be eligible for unpaid educational leave, an employee must have completed at least three (3) years of service. The Employer will not be required to permit more than two (2) employees to be on unpaid educational leave from the same work unit. The work unit is defined as the unit utilized for the distribution of overtime pursuant to Article VIII.

*(Fiscal and Staff Unit see Appendix Q-6; Community Corrections see Appendix S-7)*

#### D. Medical Leave of Absence

1. Employees with at least one (1) year of seniority who have exhausted their sick leave benefits shall be granted unpaid leave of absence not to exceed ninety (90) calendar days, provided the illness or injury requires such leave and appropriate medical verification is submitted. Upon request of the employee, extensions may be granted in ninety (90) day increments not to exceed a total of one (1) year. Such leaves may not be unreasonably extended. Extension of such leaves shall not impair an employee's right to long-term disability. Prior to an employee's return from his/her sick leave, the Employer shall advise the employee of his/her right to a medical leave of absence.
2. Bargaining unit employees who are physically injured and unable to work as a result of attacks by inmates, patients, visitors, students or clients of the State and who have exhausted their leave of absence granted pursuant to Article X, Section 3 (D)(1) above, may be granted an additional unpaid leave of absence in ninety (90) days not to exceed one (1) year.

#### E. Family and Medical Leave

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

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

1. The employee shall have the right to be returned to his/her position or one of like nature in the same bargaining unit.

*(Community Corrections see Appendix S-8)*

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

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

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

#### **Section 4 Paid Leaves of Absence**

##### **A. Voting Leave**

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

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

##### **B. Jury Duty**

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

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

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

##### **C. Court Appearance**

When, in obedience to a subpoena or direction by proper authority, an employee appears as a witness or

proceeding, the time spent shall be considered as a leave of absence with pay provided the employee the proceedings. The employee shall remit witness fees to the Employer.

#### D. Paid Educational Leave

The Employer retains the sole discretion to either grant or deny requests for paid educational leave. Requests for paid educational leave shall be submitted at least one hundred and twenty (120) days in requested leave. The Employer agrees to either grant or deny such requests at least sixty (60) days in requested leave. Failure to respond within the designated time limits shall not constitute approval of such

#### E. Delegates to Joint Labor/Management Committees

The Local Union President/Chapter Chair or his/her designee shall be granted time off with pay to attend meetings or conferences of joint Labor/Management committees such as LEECALM and QCALM. Such time shall not exceed ninety-six (96) hours per fiscal year.

*(Hostage Leave for Department of Corrections see Appendix H-3)*

## **ARTICLE XI**

### **MISCELLANEOUS**

#### **Section 1 Work Rules**

The Employer agrees to establish reasonable work rules. The Union reserves the right to grieve the reasonableness of any work rule so established. These work rules shall not conflict with any of the provisions of the Agreement. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least fourteen (14) calendar days prior to the effective date of the rule. For purposes of this Article, work rules are defined as and limited to: "Rules promulgated by the Employer within its discretion that govern the personal conduct of employees."

#### **Section 2 Access to Personnel Files**

Employees shall have the right to inspect their personnel files. The employee may request a copy of any item in writing. Such response by the employer shall become part of the permanent record. Access to personnel files shall be limited to authorized management personnel, the employee and a Union representative if so designated by the employee. Upon previous notification and at the employee's expense, the Employer shall make copies of the personnel file for the employee. However, in the event of disciplinary action involving a suspension or discharge, the Employer will furnish at no cost a copy of any material contained in the affected employee's personnel file.

#### **Section 3 Special Expenses**

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

#### **Section 4 Payment of Employee Moving Expenses**

Employees who are reassigned at the direction of the Employer shall be reimbursed for relocation and moving expenses in accordance with the Relocation and Reimbursement Policy published by the Iowa Department of Personnel Administration in April 1999. See Appendix E for full text of the policy.

**Section 5 Tuition Reimbursement**

Subject to the availability of funds, the Employer shall establish an educational assistance program to provide with one (1) year of full-time employment an opportunity to enhance their job performance and/or career development. The plan shall provide for Employer participation in the cost of tuition expenses based upon successful completion of individual job related and/or career development courses.

*(Department of Human Services see Appendix J-3; Fiscal and Staff Unit see Appendix C  
Corrections see Appendix S-9)*

**Section 6 Severe Weather/Emergency Closings**

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

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

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

1. If the employee reports within one-half (1/2) hour of his/her regularly scheduled reporting time, the employee shall be assumed to have reported on time.
2. If the employee reports after one-half (1/2) hour of his/her regularly scheduled reporting time, the employee shall be credited with having worked the first one-half (1/2) hour of the day plus all hours actually worked. Employees shall not be charged any additional lost time pursuant to 6(A) above.

*(Department of Human Services see Appendix J-4; Department of Veterans' Affairs – Veterans' Affairs see Appendix V-5)*

**Section 7 Training**

The Employer agrees to make a good faith effort, contingent upon the availability of adequate funding, to provide training for employees with such training as is necessary, as determined by the Employer, to carry out the duties of their positions or to enhance State job opportunities.

Training shall be offered by seniority to those employees who have not had the course, in compliance with the provisions of the efficiency statute.

**Section 8 Identification Cards**

All employees shall receive identification cards. The Employer will replace at no cost all identification cards that are lost, and will replace one identification card a year at no cost that is lost by the employee.

**Section 9 Time Sheets**

The Employer may not change an employee's time sheet arbitrarily.

**Section 10 Retention of Disabled Employees**

A. It is the intent of both parties to encourage the retention of employees who may have become disabled in the course of service. Consistent with the Americans with Disabilities Act, the Employer will make reasonable accommodations for such employees.

B. The parties agree that employees who have become temporarily disabled due to a work-related injury should be considered before other disabled employees for reasonable temporary job modifications. Employees who have become temporarily disabled due to an illness or injury that is not work-related will be considered for reasonable temporary job modifications on the basis of Employer needs after they have been released to return to work by a medical practitioner.

C. The parties agree that the provisions of this Section may not be appealed to arbitration under the Agreement.

**Section 11 Performance Evaluation**

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

**Section 12 Contracting and Job Security**

A. When a decision is made by the Employer to contract or subcontract work which would result in the elimination of bargaining unit members, the State agrees to a notification and discussion with the local union not less than 30 days in advance of the implementation.

B. If, as a result of outsourcing or privatization following an Employer initiated competitive activities program, positions are eliminated, the Employer shall offer affected employees other employment within Iowa State government. "Other employment" shall first be sought within the affected employee's department and county of employment. Employees accepting "other employment" shall not be subject to loss of pay nor layoff pending placement in "other employment" under this Section. Neither shall such employees be subject to a decrease in pay in the interim. However, affected employees will not be eligible for any pay increase until such time as their pay is within the applicable grade range. In the alternative, employees may elect to be laid off.

Employees placed in "other employment" under this Section, as well as those electing to be laid off, will be recalled to the classification held at the time of outsourcing or privatization, in accordance with the Agreement.

**Section 13 Work Areas**

The Union and the Employer shall develop and implement incentives which are non-economic in nature to encourage employees to enter and/or remain in less desirable work areas, subject to the approval of the Director or President of AFSCME/Iowa Council 61.

**Section 14 Employee Assistance Program**

A. The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the employee's efficient and productive performance of their job responsibilities. Therefore, the Employer will provide an Employee Assistance Program (EAP) for all bargaining unit employees. The Employer and the Union will encourage employees to seek professional assistance when needed.

B. The EAP is confidential. Any information shared with the EAP will not be released to anyone without the written consent of the employee.

C. An employee's participation in the EAP is separate from the disciplinary process and will not protect from disciplinary action due to poor job performance or rule infraction. Likewise, an employee's participation will not jeopardize the employee's career. While State policy is to offer assistance to employees, disciplinary result if an employee's job performance continues to be adversely affected.

### **Section 15 Labor-Management Meetings**

A. The Employer and Union agree to establish monthly labor/management meetings when requested by Local/Chapter no less than one (1) week in advance. Up to six (6) representatives from the Union and an equal number of management will attend the meetings. The purpose of the meetings shall be to afford management a forum in which to communicate on items that may be of interest to both parties. They shall be established as a communication vehicle only and shall not have authority to bind either the Union or management with respect to any of the items discussed. Union representatives will be in pay status for all time spent in the meetings which are held during their regularly scheduled hours of employment. The Employer is not responsible for travel expenses or other expenses incurred by employees for the purpose of complying with the provisions of this Article, except as provided by statewide labor/management meetings.

B. The Employer and the Union agree to establish quarterly meetings on a statewide level when requested for discussion of issues which were unresolved at the Local/Chapter level and which affect employee bargaining units. Agenda items shall be exchanged at least two (2) weeks prior to the meeting. One Union representative from each Local/Chapter and up to an equal number from management will attend the meetings without charge. An employee who must travel more than twenty (20) miles will be reimbursed for mileage expenses. Reimbursement shall be at the rate of twenty-four cents (\$.24) per mile or as set by statute, whichever is less. Union members will attempt to car pool when possible.

## **ARTICLE XII**

### **HEALTH AND SAFETY**

#### **Section 1 Tools and Equipment**

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

#### **Section 2 Buildings/Structures/Steam Tunnels**

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

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

C. Procedures for confined space entry and for working in steam tunnels will be developed through Labor/Management Cooperative Team meetings. Protocols for working in steam tunnels will include, but not be limited to, a "buddy system" and the availability of protective clothing and breathing apparatus.

*(Board of Regents see Appendix M-8)*

### **Section 3 Protective Clothing**

The Employer shall furnish protective clothing and equipment in accordance with the applicable federal regulations.

*(Protective Clothing: Department of Transportation see Appendix I-6; Board of Regents see Security Unit see Appendix O-2)*

### **Section 4 Uniforms**

A. Where employees are required by the Employer to wear uniforms/smocks, the Employer shall, as an employee, provide and maintain them for such employees. For the purposes of this Agreement, uniform defined as identically styled clothing and/or footwear uniquely related to the workplace and not appropriate for other outside use.

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

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

D. The Union will be notified in writing at least fourteen (14) calendar days in advance of any new changes in existing requirements regarding uniforms/smocks.

### **Section 5 Safety Shoes and Safety Glasses**

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

B. Safety glasses (including prescription lenses when required) or safety goggles shall be provided for employees who are required to wear them. Employees may, in lieu of receiving safety glasses or safety goggles of the style required by the Employer, receive an allowance equivalent to the Employer's cost toward the purchase of safety glasses or goggles in a style chosen by the employee. Safety glasses or safety goggles purchased by the employee shall exceed the Employer's safety standards.

### **Section 6 Damage to Personal Items**

A. The Employer agrees that bargaining unit employees may submit to the Employer requests for reimbursement of personal items damaged in the performance of assigned duties up to a maximum of one hundred fifty dollars per occurrence.

B. The Employer agrees that bargaining unit employees may submit requests to the State Appeal Board if denied by the Employer or which are in excess of \$150. Such requests will be granted or denied in accordance with applicable law. If the State Appeal Board requires that requests be submitted on special forms, the Employer shall make such forms available to the employees. The employee's immediate supervisor may, at his/her discretion, expedite the processing of personal items were lost or damaged in the performance of the employee's assigned duty. The Employer shall provide priority processing for claims submitted pursuant to this section.

*(Community Corrections see Appendix S-11)*

### **Section 7 Employer Owned Vehicles**

All Employer-owned vehicles which are used by bargaining unit employees shall be equipped with reflective triangles, reflective devices or flares, first aid kits and fire extinguishers. The State will endeavor in good faith to comply with the requirements of 321.381 of the Code of Iowa.

*(Community Corrections Personal Vehicles see Appendix S-12)*

### **Section 8 Compliance Limitations**

The Employer's compliance with this Article is contingent upon the availability of funds. If the Employer cannot meet the requirements of any section of this Article due to a lack of funds, the Employer shall make a positive effort to secure the necessary funds from the appropriate legislative body.

### **Section 9 Video Display Terminals**

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

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

*(Communicable/Contagious Diseases: Department of Corrections see Appendix H-4; Department of Social Services see Appendix J-5; Community Corrections see Appendix S-13; Department of Veterans' Home Division see Appendix V-6; High Crime Areas for Community Corrections see Appendix S-15)*

### **Section 10 Education and Reporting Procedures**

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

### **Section 11 Health and Safety Committees**

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

## **ARTICLE XIII**

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

## **ARTICLE XIV**

## GENERAL

### Section 1 Obligation to Bargain

This Agreement represents the entire agreement of the parties and shall supersede all previous agreements verbal. The parties agree that the provisions of this Agreement shall supersede any provisions of the rules and merit systems relating to any of the subjects of collective bargaining contained herein when the provisions differ with this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement they had the unlimited right and opportunity to make demands and proposals with respect to any subject removed by law from the area of collective bargaining, and that all of the understandings and agreements made by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union, for the life of this Agreement and any extension, each voluntarily and unqualifiedly waives and agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of both of the parties at the time that they negotiated or signed this Agreement.

### Section 2 Retention of Benefits

A. The Employer agrees, that prior to making any change in a written agency-wide policy which is a mandatory subject of bargaining and not otherwise covered by this Agreement, to meet and confer with the Union in an attempt to reach an agreement. In the event the parties are unable to reach an agreement, the matter will be submitted to arbitration under Article IV of this Agreement. The sole issue to be considered by the arbitrator is whether the proposed change represents a deterioration of an existing benefit. If the arbitrator determines that the proposed change represents a deterioration of an existing benefit, the Employer shall not make the change.

B. For the purpose of this Section the term "agency" means the individual departments of State government and the institutions within the BOR.

C. In the event the parties are unable to agree as to whether a policy is a mandatory subject of bargaining, the matter will be submitted to PERB.

### Section 3 Savings Clause

A. In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by law or by any tribunal of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, section or portion thereof.

B. In the event the parties fail to agree on the provisions of the substitute in fifteen (15) days following negotiations, the parties shall request a list of five (5) arbitrators from PERB. The first strike shall be by lot and the parties shall alternately strike until there is one name remaining who shall become the arbitrator. The arbitrator may request a second list of arbitrators from the PERB if they so desire. The arbitrator shall select the substitute from Management's and the Union's final offer as to which is the most appropriate substitute. The decision shall be final and binding on both parties.

C. Should any provision of this Agreement jeopardize the receipt by the State of any federal grant-in-aid or federal allotment of money, the provision shall be deemed invalid. However, such invalidation shall not affect the remaining portions hereof and they should remain in full force and effect. The parties shall immediately negotiate a substitute for the invalid provision or, in the absence of an agreement, submit the dispute to arbitration in accordance with Article IV of this Agreement.

set forth above.

D. The parties disavow the Polk County District Court's decision in the matter of AFSCME vs. State Number CE 37-21870 issued by Judge Rodney Ryan on February 6, 1992 regarding the savings clause. The parties agree that decision is not precedent setting and shall have no effect for the duration of this Agreement.

### **TERMINATION OF AGREEMENT**

The terms and conditions of this Agreement shall continue in full force and effect commencing on January 1, 2001 and terminating on June 30, 2001 unless the parties mutually agree in writing to extend any or all of the terms of this Agreement. Upon termination of the Agreement, all obligations under the Agreement are automatically terminated.

Negotiations for a new Agreement shall commence on or before November 30, 2000. In the event the parties do not reach an agreement by January 1, 2001 mediation shall be requested. In the event the parties are still unable to reach an agreement by February 1, 2001 the dispute shall be submitted to final and binding arbitration. In the event the dispute is referred to arbitration, the arbitrator's decision shall be rendered by no later than March 1, 2001. The parties may not eliminate or modify any of the above impasse procedures.

### **APPENDIX A**

#### **PAYGRADES AND**

#### **CLASSIFICATIONS**

#### **BLUE COLLAR - GENERAL**

#### **GOVERNMENT (003)**

<b>CODE NO.</b>	<b>PAY GRADE</b>	<b>CLASSIFICATION</b>
08323	92	Air Conditioning Mechanic
88323	92	Air Conditioning Mechanic
08375	89	Automotive Mechanic
08370	88	Automotive Mechanic Helper
08380	91	Automotive Mechanic Leader
08365	13	Automotive Service Worker
07225	14	Baker 1
07226	17	Baker 2
08510	13	Bindery Worker
07240	13	Canteen Clerk
07245	15	Canteen Operator 1
87246	20	Canteen Operator 2
08040	88	Carpenter 1
08041	90	Carpenter 2
04730	25	Communications Tower Worker
07220	14	Cook 1
07221	17	Cook 2

87313	23	Correctional Building Services Coordinator
85032	25	Correctional Farm Manager
87237	24	Correctional Food Services Coordinator
88018	92	Correctional Trades Leader
07015	18	Custodial Assistant
07010	15	Custodial Leader
07005	13	Custodial Worker
08390	25	District Mechanic
08205	16	Driver
08028	28	Electrical Maintenance Specialist (013 pay plan)
08325	88	Electrician 1
08326	92	Electrician 2
88326	92	Electrician 2
08672	21	Electronics Technician
88672	21	Electronics Technician
08110	18	Equipment Operator 1
08111	19	Equipment Operator 2
08113	20	Equipment Operator 3
08012	22	Facilities Maintenance Coordinator
85015	20	Farm Leader
07210	15	Food Service Leader
07200	13	Food Service Worker
08039	85	Furniture Upholsterer
08115	26	Garage Operations Assistant (013 pay plan)
08230	87	Heavy Equipment Operator
07215	13	Ingredient Room Worker 1
07216	15	Ingredient Room Worker 2
07305	15	Laundry Worker 1
07306	16	Laundry Worker 2
07315	12	Linen Room Attendant 1
07316	13	Linen Room Attendant 2
08635	87	Locksmith
08305	91	Machinist
00260	13	Mail Clerk 1
00261	15	Mail Clerk 2
30451	26	Maintenance Engineer
08010	19	Maintenance Leader
88010	19	Maintenance Leader
08016	88	Maintenance Repairer
08005	14	Maintenance Worker 1
08006	16	Maintenance Worker 2
08042	88	Mason
05005	15	Nursery Worker 1

05006	19	Nursery Worker 2
08043	88	Painter 1
08044	90	Painter 2
88044	90	Painter 2
08140	18	Parts Worker
08045	88	Plumber 1
08046	90	Plumber 2
88046	90	Plumber 2
08410	85	Power Plant Engineer 1
08415	87	Power Plant Engineer 2
08416	90	Power Plant Engineer 3
88416	90	Power Plant Engineer 3
08420	92	Power Plant Engineer 4
88420	92	Power Plant Engineer 4
08530	20	Reproduction Equipment Leader
08525	15	Reproduction Equipment Operator 1
08526	18	Reproduction Equipment Operator 2
08099	96	Restoration Painter
07320	14	Sewing Room Attendant 1
07321	16	Sewing Room Attendant 2
08346	16	Sign Shop Worker
08347	18	Silk Screen Fabricator
00235	13	Storekeeper 1
00236	16	Storekeeper 2
80236	16	Storekeeper 2
00237	19	Storekeeper 3
80237	19	Storekeeper 3
08015	84	Trades Helper
08210	87	Transport Driver
08215	17	Vehicle Dispatcher
00252	85	Warehouse Operations Worker
08405	86	Water & Disposal Plant Operator 1
08406	89	Water & Disposal Plant Operator 2
88406	89	Water & Disposal Plant Operator 2
08310	89	Welder

**BLUE COLLAR - REGENTS (200)**

<b>CODE NO.</b>	<b>PAY GRADE</b>	<b>CLASSIFICATION</b>
7611	204	Animal Caretaker I
7612	207	Animal Caretaker II
5761	210	Arborist
5141	210	Area Mechanic***
5911	208	Athletic Facilities Attendant

5051	210	Automotive Mechanic
5231	211	Aviation Maintenance Technician I
5261	213	Aviation Maintenance Technician II
7051	204	Baker I
7052	206	Baker II
7331	203	Bindery Operator I+
7332	205	Bindery Operator II
7333	208	Bindery Operator III
5611	205	Building Services Coordinator
7985	208	Bus Driver
5061	209	Carpenter***
7301	208	Compositor
7061	204	Cook I
7062	207	Cook II
7311	206	Copy Center Operator
5701	203	Custodian I+
5702	205	Custodian II
5071	210	Electrician***
5073	213	Electrician, High Voltage***
5081	210	Elevator Mechanic***
6301	212	Engineering Research & Development Machinist**
6311	215	Engineering Research & Development Machinist, Senior***
6321	212	Engineering Research & Development Welder***
5091	212	Environmental Systems Mechanic**
5101	208	Equipment Operator***
5301	204	Facilities Mechanic I
5302	207	Facilities Mechanic II
5311	210	Facilities Mechanic III***
5861	211	Farm Equipment Mechanic
5901	206	Farm Equipment Operator I
5902	208	Farm Equipment Operator II
5903	210	Farm Equipment Operator III
7731	209	Fire Safety Inspector
7076	204	Food Service Coordinator I
7074	206	Food Service Coordinator II
7072	203	Food Worker I+
7073	205	Food Worker II
5361	208	Glazier
5621	208	Golf Course Maintenance Worker
5731	206	Groundskeeper I
5732	208	Groundskeeper II
5291	210	Insulator***
7001	200	Ironing Machine Operator

7081	203	Kitchen Helper 1+
7082	205	Kitchen Helper II
5721	203	Laborer+
8051	203	Laundry Production Worker+
5111	209	Locksmith***
5121	209	Machinist***
1231	205	Mail Clerk
7681	205	Mail Distributor
7971	206	Mail Room Coordinator
5131	209	Mason***
7091	207	Meat Cutter
5321	204	Mechanic Assistant
7711	208	Milker
7981	204	Motor Vehicle Operator I
7982	206	Motor Vehicle Operator II
7381	209	Offset Platemaker
5151	208	Painter***
5850	205	Parking Facilities Mechanic
5851	206	Parking Maintenance Worker I
5852	208	Parking Maintenance Worker II
8241	208	Patient Transport Driver
5241	209	Pest Control Operator
5161	211	Pipefitter***
5171	209	Plasterer
5331	210	Plumber***
5431	211	Power Plant - Assistant Chief Operator*****
5421	210	Power Plant - Boiler Operator**
5501	208	Power Plant - Firer/Utility Worker***
5441	211	Power Plant - Repairer*****
5411	208	Power Plant - Utility Worker
7420	206	Press Operator I
7421	207	Press Operator II
7422	209	Press Operator III
7410	209	Printer
5181	209	Roofer
7841	207	Safety Technician
5191	210	Sheet Metal Mechanic***
5341	209	Sign Painter
5351	212	Steamfitter***
7761	204	Storekeeper I
7762	206	Storekeeper II
7763	208	Storekeeper III
5751	208	Tree Trimmer
5211	208	Upholsterer

8281	206	Vending Machine Supplier
5512	211	Water Plant Operator
5521	209	Water Systems Operator

\*\* Start on Step 3

\*\*\* Start on Step 4

\*\*\*\* Start on Step 5

\*\*\*\*\*Start on Step 6

+ 1st step not applicable to AFSCME covered positions

### CLERICAL - GENERAL GOVERNMENT (001)

CODE NO.	PAY GRADE	CLASSIFICATION
00305	14	Accounting Clerk 1
00306	17	Accounting Clerk 2
00307	19	Accounting Clerk 3
00011	12	Clerk
00017	14	Clerk Advanced
00018	18	Clerk Specialist
00012	13	Typist
00013	15	Typist Advanced
00114	14	Information Technology Support Worker 1
00115	17	Information Technology Support Worker 2
00116	19	Information Technology Support Worker 3
00117	21	Information Technology Support Worker 4
01306	14	Library Aide
15051	20	Licensing Assistant (013 pay plan)
00081	12	Microfilm Operator 1
00082	15	Microfilm Operator 2
00083	19	Microfilm Operator 3
00072	18	Military Graves Registrar
02000	20	Nursing Unit Coordinator
00006	14	Receptionist
30167	16	Rehabilitation Aide
00025	17	Secretary 1
00026	20	Secretary 2
15002	22	Secretary 3 (013 pay plan)
04705	18	Telecommunications Operator
00035	12	Telephone Operator
00276	17	Treasurer's Cashier

00010	10	Utility Office Worker
00060	15	Word Processor 1
00061	16	Word Processor 2
00063	19	Word Processor 3

### CLERICAL - REGENTS (500)

CODE NO.	PAY GRADE	CLASSIFICATION
1081	509	Account Clerk
1091	512	Account Specialist
1201	504	Cashier I
1202	508	Cashier II
1051	503	Clerk I+
1052	505	Clerk II
1053	508	Clerk III
1061	503	Clerk Typist I+
1062	505	Clerk Typist II
1063	508	Clerk Typist III
1821	504	Data Entry Operator I
1822	507	Data Entry Operator II
1831	504	Data Technician I
1832	508	Data Technician II
1833	510	Data Technician III
1410	508	Dietetic Clerk
1211	505	Dispatching Clerk
1301	505	Editorial Assistant I
1302	508	Editorial Assistant II
8351	505	Extension Program Assistant I
8352	506	Extension Program Assistant II
8353	507	Extension Program Assistant III
7961	509	Facilities Coordinator
1801	503	Key Entry Operator I+
1802	505	Key Entry Operator II
1501	505	Library Assistant I
1502	508	Library Assistant II
1503	510	Library Assistant III
1311	507	Medical Record Technician I
1321	509	Medical Record Technician II
1331	512	Medical Record Technician III
1241	505	Nursing Unit Clerk
7830	505	Parking and Transportation Attendant
1401	509	Patient Account Representative
4208	504	Photocopy Operator
1261	510	Record Analyst I

1262	512	Record Analyst II
1071	505	Secretary I
1072	508	Secretary II
1073	511	Secretary III
7771	504	Telecommunications Operator

+ 1st step not applicable to AFSCME covered positions

### COMMUNITY CORRECTIONS (006)

#### CLERICAL

CODE NO.	PAY GRADE	CLASSIFICATION
60105	16	Account Clerk 1*
60110	18	Account Clerk 2*
60100	13	Clerk Typist*
60205	23	Computer Programmer*
60804	22	Data Processing Coordinator*
60210	29	Data Processing Program Analyst*
60200	19	Data Processing Technician*
60125	20-3	Secretary*

#### FIELD SERVICES

CODE NO.	PAY GRADE	CLASSIFICATION
60335	26	Community Program Monitor
60407	29	Community Treatment Coordinator
60410	26	Job Developer
60305	20	Pretrial Interviewer*
60310	25	Parole/Probation Officer 1
60315	27	Parole/Probation Officer 2
60320	29	Parole/Probation Officer 3
60940	30	Psychologist
60330	26	Substance Abuse Liaison
60300	24	Volunteer Services Coordinator*

#### RESIDENTIAL FACILITIES

CODE NO.	PAY GRADE	CLASSIFICATION
60407	29	Community Treatment Coordinator
60420	18	Education Aide*
60410	26	Job Developer
60320	29	Parole/Probation Officer 3
60940	30	Psychologist

60400	23	Residential Officer*
60405	27	Residential Counselor
60330	26	Substance Abuse Liaison

### MISCELLANEOUS

CODE NO.	PAY GRADE	CLASSIFICATION
60425	25	Community Work Crew Leader*
60510	14	Cook*
60515	20	Food Service Coordinator*
60520	23	Food Service Leader*
60505	24	Building Maintenance Coordinator*
60500	20	Maintenance Technician*

\*Indicates classes covered by the premium overtime provisions of Article VIII, Section 2. For classes an asterisk, see Appendix S-4. As mutually agreed upon, other classes may receive premium overtime.

### FISCAL AND STAFF -

#### GENERAL GOVERNMENT (004)

CODE NO.	PAY GRADE	CLASSIFICATION
00311	26	Accountant 2
00312	30	Accountant 3 (013 pay plan)
00309	22	Accountant/Auditor 1
00465	33	Actuary (013 pay plan)
30121	29	Administrative Assistant - E/SE
00790	32	Administrative Law Judge 1
00791	35	Administrative Law Judge 2
03313	24	Affirmative Action Compliance Officer 1 (013 pay plan)
03314	28	Affirmative Action Compliance Officer 2 (013 pay plan)
05134	27	Agriculture Marketing Specialist
20583	21	Arts Programmer 1
20585	24	Arts Programmer 2
20574	28	Arts Programmer 3 (013 pay plan)
14584	24	Assistant Auditor 1 (013 pay plan)
14585	27	Assistant Auditor 2 (013 pay plan)
14760	22	Assistant Videographer*
00643	29	Attorney 1 (013 pay plan)
00644	33	Attorney 2 (013 pay plan)
00645	38	Attorney 3 (013 pay plan)
00721	23	Budget Analyst 1 (013 pay plan)
00722	26	Budget Analyst 2 (013 pay plan)
00723	30	Budget Analyst 3 (013 pay plan)
00500	20	Community Development Services Representative

06300	28	Community Correctional Services Representative
00640	29	Compliance Officer 1
00641	32	Compliance Officer 2
06019	24	Criminal Analyst*
00639	37	Deputy Workers' Compensation Commissioner
04018	29(-6)	Emergency Management Specialist (013 pay plan)
00888	25	Employer Liability Specialist
00710	29	Executive Officer 1 (013 pay plan)
00711	32	Executive Officer 2 (013 pay plan)
00712	35	Executive Officer 3 (013 pay plan)
00713	38	Executive Officer 4 (013 pay plan)
00714	41	Executive Officer 5 (013 pay plan)
00327	26	Field Auditor
15052	23	Gaming Representative 1* (013 pay plan)
15053	27	Gaming Representative 2* (013 pay plan)
04524	33	Health Facilities Officer 1 (013 pay plan)
04538	31	Health Facilities Surveyor
02230	29	Health Professions Investigator (013 pay plan)
01337	28	Historical Program Specialist
00750	21	Information Specialist 1
00751	25	Information Specialist 2
00754	30	Information Specialist 3 (013 pay plan)
00118	21	Information Technology Specialist 1 (013 pay plan)
00119	24	Information Technology Specialist 2 (013 pay plan)
00120	27	Information Technology Specialist 3 (013 pay plan)
00121	30	Information Technology Specialist 4 (013 pay plan)
00122	33	Information Technology Specialist 5 (013 pay plan)
00452	26	Insurance Claims Investigator
00444	25	Insurance Company Examiner 2
00445	28	Insurance Company Examiner 3
00447	33	Insurance Company Examiner Specialist (013 Pay Plan)
00454	30	Insurance Complaint Analyst
00455	30	Insurance Policy Analyst
00453	28	Insurance Program Specialist
00695	23	Investigator 1*
00696	26	Investigator 2*
00697	28	Investigator 3*
00881	23	Job Insurance Quality Auditor 1
00882	26	Job Insurance Quality Auditor 2
00824	29	Job Service Specialist
20639	30	Justice Systems Analyst (013 pay plan)
00905	27	Key Account Executive
00870	22	Labor Market Research Economist 1
00871	26	Labor Market Research Economist 2

00872	28	Labor Market Research Economist 3 (013 pay plan)
01313	22	Library Resources Technician*
00925	32	Lottery Communications Coordinator (013 pay plan)
00915	24	Lottery District Sales Representative
00924	31	Lottery Network Coordinator (013 pay plan)
00900	19	Lottery Tel-Sell Representative*
04385	26	Maintenance Operations Assistant (013 pay plan)
00733	22	Management Analyst 1 (013 pay plan)
00734	26	Management Analyst 2 (013 pay plan)
00736	30	Management Analyst 3 (013 pay plan)
00737	33	Management Analyst 4 (013 pay plan)
15461	28	Military Records Archivist (013 pay plan)
02045	32	Nursing Standards Representative (013 pay plan)
14749	22	Operations Assistant*
00345	30	Out-of-State Revenue Auditor
02228	35	Pharmacy Consultant
14731	24	Production Assistant*
14723	27	Producer/Director (013 pay plan)
04020	23	Program Planner 1
04022	26	Program Planner 2
04023	29	Program Planner 3 (013 pay plan)
00367	22	Property Appraiser 1
00368	26	Property Appraiser 2
00369	30	Property Appraiser 3
00370	34	Property Appraiser 4 (013 pay plan)
00633	29	Public Defender 1
00634	34	Public Defender 2
00635	38	Public Defender 3
14737	26	Public Information Assistant
00210	22	Purchasing Agent 1
00211	26	Purchasing Agent 2
00212	29	Purchasing Agent 3
31305	33	Resource Manager (013 pay plan)
00343	26	Revenue Auditor 2
00344	28	Revenue Auditor 3
00350	21	Revenue Examiner 1
00351	25	Revenue Examiner 2
00357	27	Revenue Examiner 3
00358	29	Revenue Examiner 4
04110	23	Right of Way Agent 1*
04111	27	Right of Way Agent 2
04112	29	Right of Way Agent 3 (013 pay plan)
04113	30	Right of Way Agent 4 (013 pay plan)

00666	26	Safety/Health Consultant
00531	33	Senior Utility Analyst (013 pay plan)
10531	33	Senior Utility Analyst (013 pay plan)
00743	22	Statistical Research Analyst 1
00744	25	Statistical Research Analyst 2
00746	29	Statistical Research Analyst 3 (013 pay plan)
00375	27	Taxpayer Service Specialist*
00360	29	Technical Tax Specialist 1 (013 pay plan)
00361	32	Technical Tax Specialist 2 (013 pay plan)
00362	34	Technical Tax Specialist 3 (013 pay plan)
04780	32(-6)	Telecommunications Specialist* (013 Pay Plan)
04781	34(-6)	Telecommunications Specialist Senior* (013 pay plan)
00685	22	Treasury Investment Officer 1 (013 pay plan)
00686	26	Treasury Investment Officer 2 (013 pay plan)
00528	25	Utility Analyst 1 (013 pay plan)
00529	29	Utility Analyst 2 (013 pay plan)
10529	29	Utility Analyst 2 (013 pay plan)
00532	36	Utility Specialist (013 pay plan)
14720	24	Videographer*
00200	30	Voter Registration Director (013 pay plan)
00809	30	Workforce Program Coordinator (013 pay plan)

\*Indicates classes covered by the premium overtime provisions of Article VIII, Section 2. For classes an asterisk, see Appendix Q-2. As mutually agreed upon, other classes may receive premium overtime.

#### PATIENT CARE -

#### GENERAL GOVERNMENT (011)\*

CODE NO.	PAY GRADE	CLASSIFICATION
02110	25	Activities Specialist 1
82110	25	Activities Specialist 1
02111	28	Activities Specialist 2
82111	28	Activities Specialist 2
02138	26	Audiologist
02222	25	Dental Hygienist**
02021	30	Nurse Clinician
02027	36	Nurse Practitioner
02026	32	Nurse Specialist
02118	28	Occupational Therapist 1
02226	32	Pharmacist
02128	32	Physical Therapy Graduate
02130	32	Physical Therapist 1
02131	34	Physical Therapist 2

02550	36	Physician Assistant
03245	28	Psychologist 1
03246	30	Psychologist 2
03248	32	Psychologist 3
03242	23	Psychology Assistant**
02430	27	Public Health Dental Hygienist
02020	28	Registered Nurse
23013	25	Social Worker 2**
23016	27	Social Worker 3**
02135	27	Speech & Language Pathologist 1
02136	29	Speech & Language Pathologist 2
07344	26	Therapeutic Dietician

\* All classes are paid on the 013 pay plan \*\*Indicates classes covered by the premium overtime prov VIII, Section 2. For classes not indicated by an asterisk, see Appendix W-4. As mutually agreed up may receive premium overtime.

#### SECURITY - GENERAL GOVERNMENT (006)

CODE NO.	PAY GRADE	CLASSIFICATION
07130	23	Airport Firefighter
05140	19	Apiary Inspector
08430	26	Boiler Inspector
06406	23	Correctional Officer
76406	23	Correctional Officer
86406	23	Correctional Officer
05112	22	Dairy Products Inspector
02425	25	Disease Prevention Specialist 1
06300	23	Drivers License Examiner (013 pay plan)
00675	26	Elevator Inspector
00660	25	Field Safety Technician
05117	21	Livestock Inspector
05120	27	Livestock Compliance Investigator
05132	21	Livestock Marketing Specialist
05126	21	Meat Inspector
07112	17	Military Security Guard
86340	25	Motor Vehicle Investigator
86360	23	Motor Vehicle Officer 1
86361	25	Motor Vehicle Officer 2
05145	27	Pesticide Investigator
00676	30	Safety Inspection Coordinator (013 pay plan)
07110	15	Security Guard 1
07111	17	Security Guard 2
07113	20	Security Guard 3

06409	25	Senior Correctional Officer
76409	25	Senior Correctional Officer
86409	25	Senior Correctional Officer
86467	26	Senior State Industries Technician
86469	28	State Industries Production Coordinator (013 pay plan)
86465	25	State Industries Technician
00684	32	Track Inspector
00482	24	Warehouse & Grain Dealer Examiner
05101	20	Weights & Measures Inspector

### SECURITY - REGENTS (300)

CODE NO.	PAY GRADE	CLASSIFICATION
7581 306		Hospital Security Officer
7810 307		Parking and Transportation Field Service Officer
8121 306		Plant Safety Patrol Officer
8131 308		Plant Safety Sergeant
7591 309		Public Safety Dispatcher
7511 312		Public Safety Patrol Officer
7521 313		Public Safety Sergeant
8111 313		Safety Inspector
7501 305		Security Guard

### TECHNICAL -

### GENERAL GOVERNMENT (002)

CODE NO.	PAY GRADE	CLASSIFICATION
00290	17	Accounting Technician 1
00292	20	Accounting Technician 2
00294	23	Accounting Technician 3
02105	18	Activities Aide
02107	19	Activities Assistant
00708	21	Administrative Assistant 1
00709	24	Administrative Assistant 2
04363	25	Architectural Technician 1
04364	27	Architectural Technician 2
04308	21	Assistant Soils Party Chief
04325	23	Assistant Survey Party Chief
02585	22	Braille Transcriber
08133	23	Bridge Inspector 1
08137	27	Bridge Inspector 2 (013 pay plan)
14738	21	Camera Operator
02085	15	Central Supply Worker

01037	25	Certified Vocational Instructor
00814	23	Claims Specialist
04715	20	Communications Center Specialist 1
04717	22	Communications Center Specialist 2
04735	22	Communications Technician 1
04736	25	Communications Technician 2
04737	27	Communications Technician 3
08505	17	Compositor
04320	23	Construction Technician 1
04321	25	Construction Technician 2
08000	20	Control Center Operator
08605	86	Cosmetologist
02220	17	Dental Assistant
04355	15	Design Technician 1
04356	18	Design Technician 2
04357	22	Design Technician 3
04358	26	Design Technician 4
04361	28	Design Technician 5 (013 pay plan)
06302	26	Drivers License Hearing Officer
03251	20	Drug Abuse Counselor 1
83251	20	Drug Abuse Counselor 1
03252	23	Drug Abuse Counselor 2
83252	23	Drug Abuse Counselor 2
01005	18	Education Aide
04742	28	Electronics Engineering Technician
84742	28	Electronics Engineering Technician
08004	23	Energy Management Technician
14755	21	Engineer 1
14756	24	Engineer 2
14757	27	Engineer 3
04305	15	Engineering Aide 1
04306	18	Engineering Aide 2
04380	21	Engineering Office Assistant 1
04381	24	Engineering Office Assistant 2
01345	26	Exhibits Designer
06030	22	Fingerprint Technician
04401	19	Geological Technician
08518	22	Graphic Artist
00443	19	Junior Insurance Company Examiner
05165	12	Laboratory Assistant 1
05166	16	Laboratory Assistant 2
05167	17	Laboratory Assistant 3
00638	17	Law Clerk (013 pay plan)
01310	17	Library Associate

01310	17	LIBRARY ASSOCIATE
02002	23	Licensed Practical Nurse
04343	24	Materials Fabrication Inspector 1
04344	26	Materials Fabrication Inspector 2
04340	15	Materials Technician 1
04341	19	Materials Technician 2
04342	22	Materials Technician 3
04345	26	Materials Technician 4
04353	28	Materials Technician 5 (013 pay plan)
02205	19	Medical Laboratory Technician
05104	23	Metrologist
01338	16	Museum Assistant
01333	18	Museum Guide
01330	25	Museum Technician
05301	20	Natural Resources Technician 1
05331	23	Natural Resources Technician 2
02117	20	Occupational Therapy Assistant 1
5004	23	Paralegal
02225	16	Pharmacy Assistant
08516	22	Photographer
08512	19	Photographic Processor
02125	18	Physical Therapy Aide
04005	15	Planning Aide 1
04006	18	Planning Aide 2
04007	21	Planning Aide 3
04008	24	Planning Aide 4
03220	23	Psychiatric Security Specialist
00205	18	Purchasing Assistant
04900	22	Radiological Electronics Technician
02209	20	Radiological Technologist 1
02211	21	Radiological Technologist 2
00895	22	Refugee Specialist 1
00896	24	Refugee Specialist 2
03202	22	Resident Treatment Technician
03201	19	Resident Treatment Worker
02200	20	Respiratory Therapy Technician
00832	24	Retirement Benefits Specialist (013 pay plan)
00354	19	Revenue Agent 1
00355	23	Revenue Agent 2
00356	27	Revenue Agent 3 (013 pay plan)
04107	21	Right of Way Aide 3
04108	24	Right of Way Aide 4
14759	30	Senior Engineer
04323	28	Senior Engineering Technician

03171	21	Sign Language Interpreter
03010	19	Social Work Associate
05465	16	Soil Conservation Technician 1
05466	18	Soil Conservation Technician 2
05467	21	Soil Conservation Technician 3
04310	24	Soils Party Chief
02134	16	Speech Therapy Technician
06460	23	State Industries Sales Representative
00741	17	Statistical Assistant
04326	26	Survey Party Chief (013 pay plan)
00133	21	Technical Service Specialist
00134	24	Technical Service Specialist Senior
07340	17	Therapeutic Technician
00556	28	Utilities Regulation Inspector (013 pay plan)
01035	23	Vocational Instructor
02575	18	Vocational Rehabilitation Assistant
00807	24	Workforce Advisor
00806	18	Workforce Associate
03047	21	Youth Services Technician
03040	19	Youth Services Worker

#### TECHNICAL - REGENTS (400)

CODE NO.	PAY GRADE	CLASSIFICATION
101	413	Architectural Assistant
3901	404	Assembly Technician I
3902	407	Assembly Technician II
4051	409	Audio Specialist
4031	407	Audio/Video Technician
4071	407	Audiovisual Equipment Specialist 4061 403 Audiovisual Equipme Technician I+
4062	405	Audiovisual Equipment Technician II
4081	409	Audiovisual Specialist
3403	413	Biomedical Equipment Technician 3404 415 Biomedical Equipme Technician, Senior
3448	403	Broadcast Master Control Operator+
441	409	Broadcast Television - Radio Technician I
3442	413	Broadcast Television - Radio Technician II**
3443	415	Broadcast Television - Radio Technician III***
7201	405	Central Service Technician I
7202	407	Central Service Technician II
3291	405	Clinical Technician I
3292	409	Clinical Technician II

3405	412	Communications Technician I
3406	415	Communications Technician II
1880	411	Computing Information Systems Technician I
1881	415	Computing Information Systems Technician II
5601	412	Construction Inspector
7641	405	Cosmetologist
7951	407	Costume Tailor
3051	404	Dental Assistant I
3052	407	Dental Assistant II
3031	405	Dental Instrument Management Technician
3141	405	Dental Technician I
3142	408	Dental Technician II
3501	409	Drafter
3511	412	Drafter - Design & Packager
3271	408	Electron Microscope Technician I
3272	411	Electron Microscope Technician II
3302	410	Electroneurodiagnostic Technician I
3303	412	Electroneurodiagnostic Technician II
3304	415	Electroneurodiagnostic Technician III
3401	412	Electronics Technician I
3402	415	Electronics Technician II
8221	409	Emergency Communications Center Dispatcher
3541	413	Engineering Technician I
3542	415	Engineering Technician II
4444	410	Epidemiology/Quality Assurance Technician
3326	411	Extracorporeal Technician - Heart/Lung
3321	411	Extracorporeal Technician - Kidney
3801	407	Field Laboratory Technician I
3802	408	Field Laboratory Technician II
3803	411	Field Laboratory Technician III
3491	405	Film Library Coordinator
4091	406	Film Library Technician
3991	413	Glassblower
4111	410	Graphics Specialist I
4101	403	Graphics Technician I+
4102	407	Graphics Technician II
4103	408	Graphics Technician III
5791	410	Greenhouse Caretaker
3411	405	Health Physics Technician I
3412	410	Health Physics Technician II
3413	415	Health Physics Technician III
3331	408	Health Technician
3408	408	Hemodialysis Technician

3261	405	Histology Technician I
3262	409	Histology Technician II
8222	407	Hospital Communications Specialist
7661	405	Houseparent I
7662	409	Houseparent II
3151	403	Laboratory Assistant I+
3152	405	Laboratory Assistant II
3701	405	Laboratory Mechanical Technician I
3702	409	Laboratory Mechanical Technician II
3711	410	Laboratory Mechanical Technologist
3251	406	Laboratory Technician I
3252	408	Laboratory Technician II
3253	410	Laboratory Technician III
7211	407	Licensed Practical Nurse
7911	404	Medical Assistant
3601	408	Motion Picture/Video Production Specialist I
3602	410	Motion Picture/Video Production Specialist II
7221	404	Nursing Assistant
7261	407	Occupational Therapy Assistant
7231	406	Operating Room Technician
7941	410	Orthotist
7942	412	Orthotist, Senior
7742	407	Paraeducator
8231	403	Patient Escort+
3381	404	Pharmacy Manufacturing Technician I
3382	407	Pharmacy Manufacturing Technician II
3361	406	Pharmacy Technician I
3362	408	Pharmacy Technician II
4201	407	Photo Specialist I
4202	410	Photo Specialist II
4211	403	Photo Technician I+
4212	404	Photo Technician II
4213	406	Photo Technician III
7241	403	Physical Therapy Aide+
7251	409	Physical Therapy Assistant
5781	410	Plant House Assistant
7271	404	Psychiatric Nursing Assistant I
7272	406	Psychiatric Nursing Assistant II
3281	409	Radiographer I
3282	410	Radiographer II
4501	413	Research Technician
4511	415	Research Technician, Senior
4910	410	Respiratory Therapy Technician
7741	405	School Assistant

7741	405	SCHOOL ASSISTANT
811	406	Seed Analyst I
3812	408	Seed Analyst II
3813	412	Seed Analyst III
3821	405	Seed Conditioning Technician
7751	403	Sewing Machine Operator I+
7752	405	Sewing Machine Operator II
7753	407	Sewing Machine Operator III
7921	405	Sewing Machine Operator, Hospital
5092	412	Systems Control Technician
3431	406	Television Production Assistant
7601	410	Veterinary Technician
7743	407	Work Experience Trainer

\*\* Start at Step 3

\*\*\* Start at Step 4

+ 1st step not applicable to AFSCME covered positions

### ***APPENDIX B***

#### **ORGANIZATIONAL AND EMPLOYING UNITS**

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

1. Regents:

Institutions

2. Human Services:

Institutions

Regions

Central Office

3. Transportation:

Transportation Center Regions

Ames/Des Moines Complex

4. General Services:

Statewide

5. Workforce Development:

a. Workers' Compensation Division - Statewide for transfers and layoffs.

b. Labor Services Division - Statewide for transfers and layoffs.

c. All other divisions, including the administrative offices at 150 Des Moines Street and 1000 East considered together as one statewide organizational/employing unit, with the exception of the Workforce Center Administration Division where organizational units, for the purposes of layoff or hours reduction Delivery Areas (see Appendix T).

6. Corrections:

Institutions

Central Office

7. Community Corrections:

For Layoffs:

Districts

Residential Facilities

Field Services

Clerical

For Transfers:

Districts

8. All other State agencies:

Divisions

Districts or Regions

Institutions

***APPENDIX B2***

**COMMUNITY CORRECTIONS**

## **Class Series for Purposes of Layoff and Bumping**

### **Clerical:**

Data Processing Program Analyst

Computer Programmer

Data Processing Coordinator

Data Processing Technician

Account Clerk 2

Account Clerk 1

Secretary

Clerk Typist

### **Field Services:**

Probation/Parole Officer 3

Probation/Parole Officer 2

Probation/Parole Officer 1

Job Developer

Volunteer Services Coordinator

Pretrial Interviewer

Substance Abuse Liaison

Community Treatment Coordinator

Community Program Monitor

Psychologist

### **Residential Facilities:**

Residential Counselor

Residential Officer

Job Developer

Education Aide

Psychologist

Substance Abuse Liaison

Probation/Parole Officer 3

**Miscellaneous:**

Food Service Leader

Food Service Coordinator

Cook

Community Work Crew Leader

Maintenance Coordinator

Maintenance Technician

**APPENDIX C**

**ENROLLMENT PERIODS, OTHER**

**ENROLLMENT CHANGES, AND MOVEMENT AMONG PLANS**

1. Health Benefits Plans

a. New Employees New employees may enroll in single or family coverage within thirty (30) calendar days of employment or during the first enrollment and change period following their date of employment. Dependents not enrolled during these periods will be considered late enrollees, subject to an eight-month preexisting condition(s) waiting period.

b. PROMISE Employees

PROMISE program employees, as established by Executive Order Number 27, may enroll in single or family coverage within thirty (30) calendar days of the expiration of their Medicaid benefits.

c. Annual Enrollment and Change Period Beginning in October of each year, there will be a thirty (30) day annual enrollment and change period when employees may select any health plan offered for which they are eligible (single or family contract must remain a single or family contract).

#### d. Changes During a Plan Year

If an employee, an employee's spouse or a dependent joins as a member of a health plan contract when timely or qualified family status change, or at a time other than the initial eligibility for newly hired employee (late enrollee) will be subject to an eighteen (18) month preexisting condition(s) waiting period. determine, subject to federal law, whether the preexisting condition(s) waiting period shall apply.

Under certain circumstances, employees enrolled in a State health plan may change from single to family and may add dependents during the year without the eighteen (18) month preexisting condition(s) waiting period, provided that timely application is made and that only dependents directly affected by the event are added to coverage. Application may be made if a new application is submitted within thirty (30) calendar days of any of the following events:

Marriage;

Death of a spouse or dependent;

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

Employee or spouse reaches age 65;

Spouse or dependents who through no election of their own, have lost coverage. Proof of loss shall be a Loss of Coverage Statement signed and dated by the previous employer (which all employers are required by law to provide upon request);

Employee, spouse or dependent becomes eligible for Medicare;

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

Dependent no longer eligible (age 19 or over and no longer a full-time student, or dependent marries).

At the time of the birth of a biological child, the Plan 3 Plus and Iowa Select the redesigned PPO carrier will add the newborn to the existing family health contract when information becomes available from any valid source, e.g., hospital or professional claims submission, or an enrollment form. The effective date of coverage will be the date of birth. Note: HMOs and ODSs require an enrollment form to be completed by the subscriber within thirty (30) days of the birth.

If a single health contract is in effect at the time of the birth of a biological child, the enrollee must submit an application to the carrier to change to a family health contract within thirty (30) days of the date of this birth. The effective date of the family health contract will be the first day of the month in which the biological child was born. If the application is submitted after the effective date of the family health contract, deductions for payment of the family contract will be taken retroactively to reflect the change to a family health contract. Family members not affected by the birth are not eligible to be added because of this "event."

If the single health contract holder does not submit the application for family coverage within thirty (30) days of the biological child, the child will be considered a late enrollee and benefits payments will not be made retroactively to the date of birth.

#### e. Sixty-three (63) Day Provision

The State's eleven month preexisting condition(s) waiting period will be offset for "credible coverage." If fewer than sixty-three (63) days have passed between an eligible member's prior health benefit coverage to a State's health benefit plan, the State will credit that member for the time covered by the prior health benefit. This time will be subtracted from the State's eleven month preexisting condition(s) waiting period. This will change the State's effective date of coverage.

f. The IDOP Director may conduct or research health benefit-related projects of limited duration and to improve the quality, access or affordability of the health benefit program for State employees. This project is not limited to, development and implementation of a joint purchasing project among other public and private health benefit purchasers.

## 2. Dental Benefits Plan

### a. New Employees

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

### b. PROMISE Employees

PROMISE program employees, as established by Executive Order Number 27, may enroll in single or family coverage within thirty (30) calendar days of the expiration of their Medicaid benefits.

c. Enrollment and Change Period There will be no annual enrollment and change period for dental coverage. Enrollment through underwriting is not available.

### d. Changes During a Plan Year

A change from family to single coverage may be made at any time during the plan year. A change from single to family coverage or addition of dependents to existing family contracts may only be made if an application is submitted within thirty (30) calendar days of any of the following events, and provided that only those dependents directly affected by the event are added to coverage:

Marriage;

Death of a spouse or dependent;

Birth of a child when the subscriber has HMO or ODS health coverage;

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

Employee or spouse reaches age 65;

Spouse who, through no election of their own, has lost coverage or involuntarily loses coverage from their previous employer (i.e. discharge, layoff, plant closing or company closing). Proof of loss shall be the Involuntary Loss of Coverage Statement - signed and dated by the previous employer (which all employers are required to provide upon request);

Employee, spouse or dependent becomes eligible for Medicare;

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

Dependent no longer eligible (age 19 or over and no longer a full-time student, or dependent marries).

If a single dental contract is in effect at the time of the birth of a biological child, the enrollee must submit form to change to a family dental contract within thirty (30) days of the date of this birth. The effective date of the dental contract will be the first day of the month in which the biological child was born. Appropriate deductions for payment of the family contract will be taken retroactively to reflect the change to a family dental contract. Family members not affected by the birth are not eligible to be added because of this "event."

If the single dental contract holder does not submit the application for family coverage within thirty (30) days of the biological child, there is no further opportunity to add this child.

### ***APPENDIX C-1***

#### **HEALTH BENEFITS REVIEW COMMITTEE**

During the term of this Agreement, a health benefits review committee shall be formed. The committee shall be comprised of five (5) Union representatives appointed by the President of AFSCME/Iowa Council and five (5) Employer representatives representing the Employer appointed by the Director of IDOP in consultation with the Director of the Iowa Department of Health Services. One (1) Union representative and one (1) Employer representative will be from each of the five (5) State of Iowa health benefit regions (as designated by Blue Cross/Blue Shield of Iowa).

The Employer's representatives shall elect one (1) co-chair and the Union's representatives shall elect one (1) co-chair. The committee will focus its efforts on three main issues: quality (defined as appropriate utilization and employee education and cost containment).

The committee shall meet once each quarter during the term of the Agreement to discuss agenda items. The co-chairs shall meet in advance of the committee meeting. Each committee meeting shall last no longer than two hours. Representatives participating in the meetings shall be in pay status for one-half (1/2) of the time spent in the meetings. Time spent traveling to and from committee meetings and for union caucuses shall not be in pay status. Such meetings shall not make an employee eligible for overtime pay if attendance occurs on the employee's work day. Participants shall be reimbursed for travel and meal expenses to accordance with Article IX.

### ***APPENDIX D***

#### **DENTAL BENEFIT COVERAGE**

1. Diagnostic and Preventative Services Plan payment at 100% UCR. Routine examination and teeth cleaning every six months.

Bite-wing x-rays at twelve month intervals.

Full mouth x-rays once in any three year interval unless special need is shown.

Topical fluoride applications as prescribed by the dentist for unmarried dependent children, but not more than once every twelve month interval.

## 2. Routine and Restorative Services

Plan payment at 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 15. Not more than one application for each molar. Lifetime maximum per member \$120.00.

No deductibles.

## 3. Major Restorative Services

Plan payment at 50% UCR.

Root canals.

Gold fillings when other filling materials cannot be used. Crowns and jackets when necessary and when indicated.

Non-surgical treatment for gum and bone (alveolar) diseases (non-surgical periodontics).

4. Annual Maximum Plan Payment The annual maximum plan payment for all plan benefits is \$750.00 per year.

Orthodontics

5. Beginning August 1, 1997, the dental benefits shall include orthodontics to be paid at 50% coinsurance. Lifetime maximum of \$750.

## *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. If approved by the appointing authority, *newly hired* or *promoted* may be reimbursed for relocation and related expenses at the same rate as

reimbursement of a current employee who has been reassigned. The appointing authority shall have decide the extent to which reimbursement is provided to newly hired or promoted employees. Prior must be given by the Department of Personnel to the appointing authority for ***relocation to or fr continental United States***. Upon request of the appointing authority, exceptions to this policy may be written approval of the Department of Personnel. Eligibility for reimbursement shall occur when all 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 25 miles. (For moves less t relocation expenses reimbursement will be allowed unless the Department of Personnel has given prior v

An employee may elect to relocate temporarily and remain eligible to relocate permanently at any tim period of up to twelve months from the day before the employee is to report to the new duty station. T expenses requested for reimbursement during such a "temporary relocation" shall be included as part of reimbursable under this policy (up to 90-calendar days). Claims for reimbursement of temporary living expenses shall be filed on the Temporary Living Expense Claim form (Attachment 1). One member of the emplc household may be eligible for limited temporary living expenses (see "Subsistence expenses" on page 6 f

Reimbursement of relocation expenses will not occur prior to the time the employee is officially on the p the employee has an official change in duty station, and will be made on the basis of IDOP rules and pc that time. However, approval to incur expenses and to submit claims for reimbursement may occur bef is officially reassigned or placed on the payroll. Claims for reimbursement of relocation expenses shal Relocation Expense Claim form (Attachment 2). Unless otherwise provided in this policy, reimbursen 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 submitted to and resolved by the Director of the Department of Personnel. The resolution shall be pu copies sent to the appointing authority, the employee and the Department of Revenue and Finance.

## 2. DEFINITIONS

- ***Amortization*** - A payment plan which enables the borrower to reduce his or her debt gradually t payments of the principal.
- ***Appraisal fee*** - A fee charged by an appraiser for an appraisal report. If the lender secures the app usually paid to the lender.
- ***Assumption fee*** - A fee charged by a lender to compensate for administrative costs related to an assu 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 h 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 immediate move.
- **Household goods** - Personal property that belongs to the employee or the employee's immediate household and that is related to occupying, maintaining or caring for a home. Household goods include yard items, 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 fee to compensate for the lender's administrative and loan preparation costs. The fee is usually expressed as a percentage of the loan amount).
- **Market value differential** - The difference between the actual sale price obtained for the former property and its estimated market value based on independent appraisals.
- **Mobile home** - A mobile dwelling constructed for use as a residence and designed to be removable in 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 discount point** - A one-time charge assessed by a lender to increase the yield from the mortgage. Points are assessed by the lender and will be reimbursed only to the extent that the employee realizes no financial loss in obtaining a new mortgage. A point is 1% of the loan amount of the mortgage.
- **Mortgage interest differential** - An amount that would be required to reduce the amount of a new mortgage (at a higher interest rate than the old mortgage) to an amount that could be amortized at the same monthly payment (principal and interest) as the old mortgage.
- **Mortgage prepayment penalty** - A fee charged by the lender when a borrower pays off an existing mortgage before its expiration.
- **Promotion** - The acceptance by a nontemporary employee of an offer by an appointing authority for 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 expressed as a percentage of the property's sale price.
- **Reassignment** - The movement of an employee and the position the employee occupies as a result of the movement.

organizational unit or to another organizational unit at the discretion of the appointing authority. 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 residence from which the move is being made. Other homes or real estate 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., in 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 a member of the employee's immediate family.
  - If the former residence is part of a multiple-family or multiple-purpose property owned by the employee, the moving expenses incurred for selling the property will be prorated to include only that part of the expenses that relate 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 are located at more than one location, or when a temporary delay in delivery to the new location is necessary (e.g., called in-transit temporary storage).
- **Title and recording fees** - Fees charged by a county to record a sale of real property and establish community 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 liable for loss or damage to an employee's personal property.

An employee who is approved for reimbursement of relocation expenses shall obtain "binding, not to exceed" written bids from at least two (2) carriers that have operating authority to serve the area from which the employee is moving (Attachment 3). Verification of operating authority may be obtained from the Iowa Department of Transportation (515) 237-3224. The bid with the lowest dollar amount will be the bid accepted. The employee may, at the discretion of the appointing authority, request an alternate selection, but the amount that will be reimbursed shall not exceed the dollar amount of the lowest bid. The employee must receive prior approval from the appointing authority before contracting with or utilizing a 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 reassembly of any components. The bid with the lowest dollar amount will be the bid accepted. The

however, make an alternate selection, but the amount that will be reimbursed shall not exceed the doll lowest bid, and the employee must receive prior approval from the appointing authority before con utilizing an alternate transporter and installer.

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

In case the employee wishes to pay the carrier, transporter, or installer immediately after the move or so, the employee may claim reimbursement from the State by using the Relocation Expense

Claim form (Attachment 2). All supporting documents that are required by the State (original invoice) n by the carrier, transporter, or installer to the employee, who must attach them to his or her claim. The 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 t The expense reimbursement voucher must be accompanied by the two carrier bids and any applicable the employee nor family members will be reimbursed for time spent assisting with or doing their own mo

#### **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
    - Insurance for the full (no deductible) replacement value protection of all household goods. The cost o be clearly spelled out in the movers' bids. A third bid for insurance **only** must be obtained and accep than the mover's insurance charge.
    - 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 stora household goods from storage.
    - Storage charges on household goods for up to 90 days.

Payments to the carrier, transporter, or installer for moving expenses may be paid directly by the State may pay the carrier, transporter, or installer directly and request reimbursement from the State. In following documentation will be required:

- Originals of two (2) signed bids from authorized 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 carrier).
- 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 trip may be reimbursed between former principal residence and the new principal residence, as necessary.
- Trailer and trailer hitch rental.

**NOTE:** Some vehicles cannot accommodate the temporary installation of a trailer hitch and will necessitate the temporary and permanent installation of a trailer hitch. Reimbursement will be allowed when this is necessary.

Truck rental plus reimbursement for the cost of fuel for the truck. More than one trip may be reimbursed between 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 \$12 per hour) hired to assist with the self-move (the employee and members of the household are not eligible for this reimbursement). A hand written receipt showing the hours worked and 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 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.

**• Realtor commission.**

Realtor commission on the sale of the employee's former principal residence.

The claim for reimbursement shall include one 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 reimbursable in lieu of the realtor commission. All other expenses associated with the sale are subject to the \$15,000 limit.

- **Subsistence expenses (temporary living expenses).**

Subsistence expenses are defined, for this purpose, as breakfast, lunch, dinner, lodging, and up to ten 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 the day after the employee's household goods are delivered to the employee's new principal residence 90-calendar days, whichever comes first.

The 90-calendar days for the employee shall be consecutive unless the employee must be absent on station the new duty station for more than five consecutive workdays, in which case those days will not be counted in the 90-calendar day time frame. Subsistence reimbursement for meals will be up to \$20.00 per day plus tax and for lodging will be up to \$40.00 per day plus applicable taxes. One member of the employee's household, if living with the employee, is also eligible to receive up to the same amount per day for lodging, for a maximum of 90-calendar days. Both 90-calendar day periods will run concurrently. This is in addition to "expenses during move of household goods" (see page 9). Lodging may include short-term rental and related utilities in lieu of a motel, in which case unrefunded deposits may be claimed for "Related" utilities are those items that would be included in the cost of a motel and are defined, for this purpose, as electricity, basic telephone, basic cable television and water. Claims for reimbursement of subsistence expenses are filed on the Temporary Living Expense Claim form (Attachment 1).

In lieu of or in combination with subsistence expenses, an employee may be reimbursed for mileage at the daily in-state rate to commute between the new duty station and the employee's former principal residence. Reimbursement for commuting will not, however, exceed the daily subsistence expense maximums that would apply 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 for 50% for reimbursement of taxable relocation expenses will be included each time a claim is paid. **Importantly**, 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 OF \$15,000:*

- 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 or sale of a residence.

principal residence and customarily paid by the buyer, and incidental to the sale of a former principal residence customarily paid by the seller.

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

- Items payable in connection with a loan:

Veterans Administration Funding Fee

Mortgage Release/Prepayment Penalty

Mortgage Discount Points

- 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

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

Mortgage Discount Points

(see p. 3 for limitations)

• Title charges:

Administrative Compliance Fee

Abstract or Title Search

Document Preparation

Title Examination

Notary Fee

Attorney Fee

Plat Drafting

Plat Drawing/Survey

Title insurance

Survey Charges

• Government recording and transfer charges:

Deed Recording Fee

• Inspection fees:

Termite Inspection

Pest Inspection

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 member

**c. Residence disposal and location expenses.**

- Transportation for up to two 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 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 days and four nights for each of the trips mentioned above for the employee and one household member while visiting the new principal residence location.
- Automobile rental for up to five days plus reimbursement for the cost of fuel for each of the trips mentioned in 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 days and four nights while household goods are in transit.
- At the time of the move, one-way mileage (at the state rate) for up to two vehicles, owned by the employee or a member of the employee's household, from the former principal residence to the new principal residence. If the employee's household contain more than two licensed drivers, the number of vehicles for which mileage 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 member may use 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 3 months' rent.**

This expense shall not be allowed if it is determined that the employee knew, or reasonably should have known, that a lease reassignment was imminent before entering into a lease agreement.

**f. Mortgage interest differential.**

Mortgage interest differential is calculated when the mortgage interest rate on the new principal residence is higher than the mortgage interest rate on the mortgage on the former principal residence.

The reimbursement shall be the amount that would be required to reduce the new mortgage balance to could be amortized at the same monthly payment (principal and interest) as the old mortgage. If the new than the computed amount for a new mortgage, the differential will be prorated and reduced accordingly the payment will be calculated in accordance with Attachment 4.

**g. Market value differential.**

Market value differential is the difference between the actual sale price obtained for the former principal estimated market value based on independent appraisals. If possible, obtain appraisals prior to principal residence on the market.

The differential is used when the actual sale price obtained for a residence is less than the estimated market value based on independent appraisals. The amount to be reimbursed shall not exceed 50% of the difference between the actual sale price obtained (following a good faith effort, including the use of a realtor, to market the property) and the estimated market value based on two estimates of the market value prepared by two independent appraisers. The amount of the reimbursement shall be calculated using Attachment 5.

The employee shall select two appraisers who are licensed or certified by the state of residence. The employee shall make payment to the appraisers and submit the invoice marked "paid in full" along with the appraiser reimbursement vouchers (Attachments 2 and 5) to the appointing authority for reimbursement of these expenses.

If the appraisers' opinions of market value differ by more than 5%, the appointing authority will order a third appraisal. The market value estimate will then consist of the average of the three opinions.

The cost of the appraisals and any market value differential payment shall be included in the maximum reimbursement allowable under this section.

**Processing relocation expenses claims.**

Travel claims for all relocation expenses are submitted to the Department of Revenue and Finance (DRF-DAPR). The claims will include expenses that are not subject to withholding as well as expenses that are subject to withholding. Only expenses that are not subject to withholding will be paid on a Travel Voucher (TV) for relocation (Attachment 2). All expenses to be paid for the relocation will be detailed and coded on the TV, but the amount for the taxable expenses will need to have a line drawn through them on the TV, charged to object code 2575 through the payroll system. The Relocation Expenses Recap form (Attachment 8) details the expenses through the DRF-DAPR and which expenses will be paid through the payroll system. An expense document (EC) must be submitted with the TV when there are expenses that are taxable and paid through the payroll system. This EC decreases object code 2575 and increases the applicable object codes with the gross expense. The amount of the decrease on the EC will equal the amount that was lined off the TV and paid through the payroll system. All documents relating to the relocation submitted to the DRF-DAPR must be submitted as single documents using the blue batch ticket and have no approvals applied to the system. The claim is submitted to the DRF-DAPR. The Relocation Expenses Recap form is initialed by the DRF-DAPR and the pink copy is returned to the originating agency if there are expenses to be paid through the payroll system (the goldenrod copy is for the agency's records). It is then the responsibility of the employee's department to prepare a Payroll Worksheet (P-9) (Attachment 9) to include the amount that is subject to withholding in the employee's bi-weekly amount must be entered in the field entitled "MOVE/MILE SUBJ. TO W/H."

For the purposes of payment through the DRF-DAPR, the minimum documentation needed (or referenc

1. Original invoice or bill of lading furnished by the shipper.
2. Completed Travel Voucher (TV) for Relocation Expenses (Attachment 2).
3. Originals of the Moving Company Bid Sheet (Attachment 3) from two or more authorized carriers.
4. Completed IRS Tests for Preparing Relocation Expense Claims (Attachment 7).
5. Completed Relocation Expense Recap (Attachment 8) - all 4 copies.
6. Completed Expenditure Correction (EC), if relocation includes expenses paid through the payroll syst
7. The official letter of hire or reassignment received by the relocating employee from the agency.
8. Calculation of Mortgage Interest Differential (Attachment 4) if applicable.
9. Calculation of Market Value
10. Completed and Signed Agreement for Recouping Recruitment, Retention, Education and Reloc (Attachment 10).
11. All other receipts that are submitted for reimbursement (except food).
12. A duplicate set of copies of all of the above.

**NOTE:** The Department of Revenue and Finance must receive the original and one copy of all relocation claim forms and any supporting documentation.

## **5. DAYS OFF WITH PAY**

Employees may utilize up to a total of eighty (80) hours of paid work time off for any combination 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" on page
- 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.

## **7. REPAYMENT**

As a condition of receiving reimbursement for moving expenses, the recipient must sign an agreement with the appointing authority as provided for in the rules of the Department of Personnel (4)]. A copy of the agreement shall accompany the reimbursement request forms (Attachment 10).

### ***APPENDIX F***

#### **AIRPORT FIREFIGHTERS**

1. Overtime Compensation Notwithstanding the provisions of Article VIII, Section 2, employees in the Airport Firefighter shall receive overtime for those hours they work in excess of their regularly scheduled
2. Sick Leave Computation and Accrual Airport Firefighters shall continue to accrue sick leave using the 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 shall be computed using the current conversion factor and the total shall be pro rata with the employee's twenty-sixth (1/26) of the yearly entitlement per pay period. The hours shall be credited to the employee's vacation account and shall be taken in accordance with the procedures set forth in Article IX, Section 1
5. Pursuant to Article IX, Section 10 (B)2 Airport Firefighters will be granted leave equal to one (1) scheduled

### ***APPENDIX G***

#### **VDT USAGE GUIDELINES**

1. The characteristics of the equipment being used, the area in which it is installed, the work to be performed, and the needs of the user all contribute to the appropriateness of the work environment for VDT users. The Employer shall make a good faith effort to provide appropriate work settings for VDT users, consistent with the available resources.

2. Design guidelines to be used as a factor in the purchase of VDTs will be developed by each unit of § responsible for such purchases. These guidelines will address desirable characteristics relating to: (a) sc (b) keyboards, (c) screen and character type, and (d) accessories. The Union will be consulted in the these general design guidelines.

3. The following elements in the work environment may affect the appropriateness of the setting in w work:

a. The ability to position the VDT and keyboard in relationship to each other and at heights which are a work to be performed and the user;

b. The ability to provide adequate lighting for the work to be performed;

c. The ability to minimize glare;

d. The ability to minimize printer noise; and

e. Chairs which may be adjusted to and which provide proper support for the user.

4. The Employer will provide information and guidance to its work units which will assist them in creati setting for VDT users.

## ***APPENDIX H***

### **DEPARTMENT OF CORRECTIONS**

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

2. Scheduling for compensatory time, holidays, banked holidays and holiday premium time will be in Article IX, Section 10, Vacations.

3. In the event employees of a correctional institution have been determined by the Appointing Author held hostage, the employee will be eligible for a paid leave of absence up to ninety (90) days as determi physician to be necessary for recovery from stress. Such paid leave shall not be charged against the leave account.

4. Article XII, Health and Safety, Communicable/Contagious Diseases. Employees will be provided information regarding inmates/residents/clients who have been identified as having communicable/conta; substantial health risk pursuant to the memorandum from Hal Farrier dated December 29, 1986, whi Health Services Policy HSP-85-907. The provisions of this memorandum will be implemented no la 1987.

## ***APPENDIX I***

### **DEPARTMENT OF TRANSPORTATION**

1. Pursuant to Article VIII, Section 1, Work Schedules, employees called out to work contiguous to the 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 the Employer or the Union with respect to grievances from other departments:

a. Schedules:

DOT maintenance employees will be furnished work schedules indicating the employee's days and hour schedules are for informational purposes only and shall not constitute the basis of a grievance concerning eligibility or computation.

DOT employees in the project development division will be informed of the location of their assignment as soon as practicable after the Employer becomes aware of the location.

b. Hours:

Reduction in hours during the work week should be done for lack of work or other legitimate determinations are at the sole discretion of the Employer. Maintenance garage employees will be sent home in order of inverse seniority within the maintenance garage. For purposes of this paragraph, seniority groups will be determined by individual job classification, except for Equipment Operators 1, 2 and 3 who shall constitute a single seniority group.

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

4. Pursuant to Article VIII, Section 2, Overtime, for "equalization of overtime" purposes, the Employer shall be contacted before they are recorded as not being available. Overtime equalization will be within twenty (20) days of the fiscal year in accordance with the labor-management agreement dated February 12, 1997.

5. Pursuant to Article IX, Section 11, Holidays:

a. Holiday pay will be equal to one regularly scheduled work day whether the employee actually works on the holiday.

b. Holiday pay for employees assigned to and working on a construction site will be equal to the average 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. Pursuant to Article XII, Section 3, the Employer shall provide DOT mechanics with coveralls available to other DOT employees for use in operations such as crack-sealing, etc., at no cost to the employee. The Employer will attempt to provide fire retardant coveralls for DOT mechanics.

7. There shall be two (2) employees of the (DOT) assigned to extra heavy-duty right-wing trucks during operations when winging outside the shoulder line. The use of the wing as a moldboard extension for plowing shall be prohibited.

and shoulder surfaces is excluded.

## *APPENDIX J*

### **DEPARTMENT OF HUMAN SERVICES**

1. Pursuant to Article VII, Section 2, Transfers Within Employing Units, where the Employer creates 1 day off schedules, such positions shall be filled in accordance with Article VII. This procedure does not apply to rotating schedules.
2. "Med Passer" differential will be paid to qualified employees (Youth Service Workers, Youth Service Workers, Resident Treatment Workers and Resident Treatment Technicians) on a daily basis. An eligible employee shall receive a differential of \$0.50 per hour effective July 1, 1999, and \$0.60 effective July 1, 2000 for a full shift on which the employee passes medications, regardless of whether the employee actually passes medications on each hour. The differential will not be paid for days the employee does not pass medications.
3. Pursuant to Article XII, Section 7, Training, contingent upon the availability of funding, a sum of \$100,000 per fiscal year of the Agreement shall be set aside within the DHS to fund these programs. These funds may be used for training programs, participation in employee tuition reimbursement costs, or other education or career development activities. The expenditure of funds under this Agreement is contingent upon the continued availability of funding and the intention of both Parties to improve the quality of training and education of the employees engaged in the treatment and related services to DHS residents and patients.
4. Employees of DHS institutions who are held over due to severe weather may charge meals at the institution's facility. Meals charged must be for paid at the institution's business office within thirty (30) calendar days.
5. Article XII, Health and Safety, Communicable/Contagious Diseases. The Employer will develop protocols and guidelines for institutions which house clients who have been identified as having communicable/contagious diseases. These guidelines will be made known to employees who have contact with such clients. As resources permit, training will be made available to other interested employees, their families, and clients through informational materials and media. The protocol procedures will be based on data furnished by the Iowa Department of Public Health and the U.S. Centers for Disease Control.
6. The State and the Union will work together to find a methodology and train employees on how to deal with violent clients.

## *APPENDIX K*

### **ATTENDANCE POLICY**

This document constitutes a letter of understanding between AFSCME/Iowa Council 61 and the Employer regarding attendance policies.

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

## *APPENDIX L*

## **DEPARTMENT OF GENERAL SERVICES**

1. Affected Divisions: All divisions except the Applications, Systems and Programming Division, the Division, and the Technology Education Consultation Division.

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

Payday: the day designated by the Department of Revenue and Finance for the distribution of pay warrant stubs.

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

3. Policy: It is the policy of the Department of General Services that all supervisors shall distribute paychecks 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 shall make an additional attempt to deliver the check prior to the employee's lunch break. If the paycheck has not been received by the employee by the start of the employee's lunch period, it will be returned to the personnel office. The personnel office shall retain the paycheck until the end of the employee's work shift at which time it will be mailed to the employee.

4. The Employer will develop, with the assistance of the Union, a policy and program to identify the correct use of personal protective equipment. The policy and program shall include, but not be limited to, the acquisition of personal protective equipment, for prescription safety glasses, and protective footwear.

### ***APPENDIX M***

#### **BOARD OF REGENTS**

1. Beginning in July 1997, and monthly thereafter, the Employer will provide the Local Unions with a list considered to be confidential. The list shall include each employee's name, classification, seniority, and location. The Employer will furnish the data fields specified in Article II, Section 2(F), monthly to both Council 61 and the Regents' Local Unions on standard microcomputer disk at no cost to the Union.

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

- a. Iowa Braille and Sight Saving School: Superintendent
- b. Iowa School for the Deaf: Superintendent
- c. Iowa State University: Assistant Vice President for Human Resource Services
- d. University of Iowa: Director, Employment Relations
- e. University of Northern Iowa: President

3. 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 classification, seniority date, date of eligibility for recall, and all classifications the employee requests for recall.

4. The Employer and the Local Unions shall establish a procedure for providing copies of all job postings to the Local Unions.

5. Pursuant to Article VII, Section 2, Transfers, the policy at the **University of Iowa** will be that, upon completing the Application for Transfer in person, all bargaining unit employees may apply for a cross-unit transfer by phoning the Personnel Department and stating their name, Social Security number, 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 by phone.

It is understood and agreed that "vacancies" eligible for the contract transfer procedure shall be described within the "locations" listed here. Transfers shall be made between locations, except for "shift" transfers which may be made within a single location.

A shift transfer shall be allowed when there is a minimum difference of three hours between the ending time of the 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 ending time of the 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;

Transfer locations for any new buildings or major additions to existing buildings shall be discussed at regular labor/management meetings.

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

#### I. Custodial Positions

Facilities Services Group

University Hospital

Residence Services

Custodian positions in these units will be posted by each individual supervisor and all areas under that supervisor's control.

considered one transfer location for purposes of application of Article VI.

\*Family Housing

\*Iowa Memorial Union

## II. Dietary Positions University Hospital

\*Food Production

\*Sanitation and Storeroom

\*Patient Food Service/Patient Services

\*Dining Service

Residence Services

\*Burge

\*Hillcrest

\*Quadrangle

\*Clinical Research Center (College of Medicine)

## Iowa Memorial Union SERVICES

\*Iowa Memorial Union

\*Oakdale

\*Dentistry

\*Pappajohn Business Administration Building

\*Hospital School

## III. Printing Positions

\*CBSB (Consolidated business Services Building)

\*Between Copy Centers

\*Evaluation and Examination Services

## IV. Area Mechanics

\*Between maintenance areas

V. Other Positions (Blue Collar)

\*University Hospital

\*Oakdale

\*Iowa Memorial Union

\*College of Dentistry

\*Laundry

\*Medical Education Building

\*Steindler Building

\*Residence Services

\*College of Medicine

\*Hospital School

\*Animal Care

East Locations

West Locations

Assignment to barrier facilities within the west location to be made at management discretion only.

Facilities Services Group

\*Area Maintenance #1

\*Area Maintenance #2

\*Area Maintenance #3

\*Area Maintenance #4

\*Area Maintenance #5

\*Other University Locations

VI. Storekeeper I, II, III

- \*General Stores
- \*Publications
- \*University Hospital
- \*College of Dentistry
- \*College of Medicine
- \*Steindler Building
- \*Laundry
- \*Medical Education Building
- \*Facilities Services Group
- \*Iowa Memorial Union
- \*University Hygienic Lab
- \*College of Liberal Arts
- \*College of Pharmacy
- \*Hospital School
- \*Oakdale Residence Services
- \*Burge
- \*Hillcrest
- \*Maintenance
- \*Quad
- \*Vending Services
- \*Other University Locations
- VII. ERD Machinists
  - \*College of Engineering

\*College of Liberal Arts

\*College of Medicine

\*Hydraulics Institute

### **WORK LOCATIONS - TECHNICAL UNIT**

I. Nursing Positions (transfers may be made within the following areas)

\*Intensive & Surgical Services (Critical Care and Perioperative Patients)

\*Children's & Women's Services (Pediatric, Obstetric and Gynecology Patients)

\*Integrated Patient Care Services (Psychiatric and Chemical Dependency Patients)

\*Medical Surgical Services (Medical and Surgical Patients)

II. Radiographic Positions

\*University Hospital

\*College of Medicine

\*Oakdale

III. Other Technical Positions

University Hospital

\*Roy Carver Pavilion

\*Boyd Tower

\*John Pappajohn Pavilion

\*John Colloton Pavilion

\*General Hospital

\*Pomerantz Family Pavilion

Note: Breakout within UI Hospital does not apply to Pharmacy Technician positions College of Medicir

\*Anatomy

\*Anesthesia

- \*Biochemistry
- \*Dermatology
- \*Family Practice
- \*Hospital and Health Administration
- \*Internal Medicine
- \*Medical Instruments
- \*Microbiology
- \*Neurology
- \*Obstetrics and Gynecology
- \*Ophthalmology
- \*Orthopedic Surgery
- \*Otolaryngology
- \*Pathology
- \*Pediatrics
- \*Pharmacology
- \*Physiology and Biophysics
- \*Preventive Medicine
- \*Psychiatry
- \*Radiology (includes Radiation Research)
- \*Surgery
- \*Urology
- College of Dentistry
- \*Dental Science Building

\*Hospital School

\*Oakdale

\*University Hospital

College of Liberal Arts

\*African-American World Studies

\*American Studies

\*Anthropology

\*Art & Art History

\*Asian Languages & Literature

\*Biological Sciences

\*Chemistry

\*Classics

\*Communication Studies

\*Comparative Literature

\*Computer Science

\*Creative Writing

\*Dance

\*English

\*Exercise Science

\*French & Italian

\*Geography

\*Geology

\*German

\*History

- \*Journalism & Mass Communication
- \*Library & Information Science
- \*Linguistics
- \*Literature, Science & the Arts
- \*Mathematics
- \*Music
- \*Natural History Museum
- \*Philosophy
- \*Physics & Astronomy
- \*Political Science
- \*Psychology
- \*Religion
- \*Rhetoric
- \*Russian
- \*Social Work
- \*Sociology
- \*Spanish & Portuguese
- \*Speech Pathology & Audiology
- \*Sports, Health, Leisure & Physical Education
- \*Statistics & Actuarial Science
- \*Theater Arts
- \*Women's Studies
- \*Aerospace Military Studies

\*Aging Studies

\*Center for the Book

\*Honors Program

\*International Writing

\*Iowa Social Science Institute

\*Language Media Center

\*Military Science

\*Administration (includes Office of the Dean, Academic Programs and Grants Office)

\*Unified Program

\*American Sign Language

Other technical locations

\*Oakdale

\*Hospital School

\*College of Engineering

\*Information Technology Services

\*Facilities Services Group

\*College of Nursing

\*College of Pharmacy

In addition to those listed above, any department which adds a technical position will become a location

## **WORK LOCATIONS - CLERICAL UNIT**

I. University Hospital

\*Activities Therapy

\*Architectural and Environment Services

\*Dietary Services

- \*Educational Services
  - \*Emergency Services
  - \*Environmental Services
  - \*Facility Services
  - \*Information Systems
  - \*Material Services
  - \*Medical Records
  - \*Central Transcription Center
  - \*Nursing Services, (other than NUC positions)
  - \*Occupational Therapy
  - \*Pathology
  - \*Patient Fiscal and Admitting
  - \*Pharmacy
  - \*Physical Therapy
  - \*Respiratory Therapy
  - \*Social Patient and Family Services
  - \*University Employee Health Clinic
  - \*Volunteer Services
- Clinical Hospital Accounts
- \*Anesthesia
  - \*Dermatology
  - \*Family Practice
  - \*Internal Medicine

- \*Neurology
- \*Obstetrics and Gynecology
- \*Ophthalmology
- \*Orthopedic Surgery
- \*Otolaryngology
- \*Pathology
- \*Pediatrics
- \*Psychiatry
- \*Radiology (includes Radiation Research)
- \*Surgery
- \*Urology

Hospital School

- \*Administrative
- \*Child Health Specialty Clinics

Each outreach clinic will be considered a separate transfer location.

- \*Patient Care
- \*Hygienic Lab
- \*Oakdale
- \*Des Moines
- \*Administration Offices

II. Nursing Unit Clerks (transfers may be made within the following areas)

- \*Intensive & Surgical Services (Critical Care and Perioperative Patients)
- \*Children's & Women's Services (Pediatric, Obstetric and Gynecology Patients)
- \*Integrated Patient Care Services (Psychiatric and Chemical Dependency Patients)

\*Medical Surgical Services (Medical and Surgical Patients)

### III. Vice President for Research

\*Health Protection Office

\*Information Technology Services

\*Oakdale Research Campus

\*UI Press

\*State Archaeologist

\*Administration

Includes: Senior Associate Council

Director of Research Marketing

Federal Relations

\*Sponsored Program, (not including HPO and Animal Care)

\*Animal Care

### IV. Vice President Finance and University Service

Jessup Hall

\*Business Office

Jefferson Building

\*Purchasing

\*Business Office

Calvin Hall

\*Student Loan Accounting

Facilities Services Group

\*Facilities Services Building

\*North Hall

\*Other FSG locations

\*Recreation Services

\*Parking

Transfers for cashiers by parking facility.

\*Printing

CBSB (Consolidated Business Services Building)

\*Between Copy Centers

\*Evaluation and Exam Services

V. Vice President for Student Services and Dean of Students

\*Student Disability Services

\*Special Support Services

\*Career Development Services

Iowa Memorial Union

\*IMU Administration

\*IMU Bookstore

Campus Programs/Student Activities

Residence Services

\*Education Program

\*Family Housing

\*Residence Halls Administration

\*Student Life

\*Vending Service

\*Housing Assignments

\*Maintenance Food Service

\*Burge

\*Hillcrest

\*Quad

Other - Student Services

\*Hancher

\*Iowa Center for the Arts

\*Registration and Convocation

\*WRAC

\*Counseling Services

VI. Provost

\*Academic Advising Center

\*Admissions

\*Office of Student Financial Aid

\*Evaluation and Examination Services

\*Registrar

\*Continuing Education

\*Museum of Art

\*International Programs

\*Main Library

\*Law Library

\*Health Sciences Library

\*Physics Library

\*Psychology Library

\*Geology Library

\*Mathematics Library

\*Engineering Library

\*Biology Library

\*Chemistry/Botany Library

\*Art Library

\*Music Library

\*Business Library

VII. Colleges College of Business

\*John Pappajohn Business Administration Building

\*Business and Liberal Arts Placement Office

College of Dentistry

\*Oakdale

\*Hospital School

\*Dental Science Building

\*UIHC College of Education

\*Lindquist Center (including Art and Music)

\*Van Allen (Science Education)

College of Engineering

\*Engineering Building

\*Chemistry Building

\*Hydraulics Lab

\*IATL (Iowa Advanced Technology Lab)

\*ERF (Engineering Research Facility)

College of Law

\*Boyd Law Building

College of Nursing

\*Nursing Building

College of Pharmacy

\*Pharmacy Building Graduate College

\*Gilmore Hall

\*Jessup Hall

College of Liberal Arts

\*African-American World Studies

\*American Studies

\*Anthropology

\*Art & Art History

\*Asian Languages & Literature

\*Biological Sciences

\*Chemistry

\*Classics

\*Communication Studies

\*Comparative Literature

\*Computer Science

\*Creative Writing

\*Dance

- \*English
- \*Exercise Science
- \*French & Italian
- \*Geography
- \*Geology
- \*German
- \*History
- \*Journalism & Mass Communication
- \*Library & Information Science
- \*Linguistics
- \*Literature, Science & the Arts
- \*Mathematics
- \*Music
- \*Natural History Museum
- \*Philosophy
- \*Physics & Astronomy
- \*Political Science
- \*Psychology
- \*Religion
- \*Rhetoric
- \*Russian
- \*Social Work
- \*Sociology
- \*Spanish & Portuguese

- \*Speech Pathology & Audiology
  - \*Sports, Health, Leisure & Physical Education
  - \*Statistics & Actuarial Science
  - \*Theater Arts
  - \*Women's Studies
  - \*Aerospace Military Studies
  - \*Aging Studies
  - \*Center for the Book
  - \*Honors Program
  - \*International Writing
  - \*Iowa Social Science Institute
  - \*Language Media Center
  - \*Military Science
  - \*Administration (includes Office of the Dean, Academic Programs and Grants Office)
  - \*Unified Program
  - \*American Sign Language
- College of Medicine
- \*Anatomy
  - \*Anesthesia
  - \*Biochemistry
  - \*Dermatology
  - \*Family Practice
  - \*Hospital and Health Administration

- \*Internal Medicine
- \*Microbiology
- \*Neurology
- \*Obstetrics and Gynecology
- \*Ophthalmology
- \*Oral Surgery
- \*Orthopedic Surgery
- \*Otolaryngology
- \*Pathology
- \*Pediatrics
- \*Pharmacology
- \*Physiology and Biophysics
- \*Preventive Medicine
- \*Psychiatry
- \*Radiology (includes Radiation Research)
- \*Urology
- \*Surgery
- \*Administrative (includes Clinical Research Center, Continuing Medical Education
- Family Practice R.P. [Community Based Programs], OCRIME, Medical TV
- \*Division of Assoc. Medical Sciences (including Physical Therapy, Physician Assistant Program)
- \*Research (includes Cancer Center, Cardiovascular Center)
- \*Service (includes Bioengineering, Medical Instrument Shop, Medical AV, Medical Graphics)
- \*Other academic support units

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## VIII. Vice President University Relations

### Athletics

\*Men's Athletics (includes ticket office)

\*Women's Athletics

\*Alumni Services

\*University Relations

## IX. Other Clerical Locations

\*Affirmative Action

\*Other University Locations

6. 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, if applicable, number of months worked per year and any selective certification requirements. If the rotating schedule, the frequency of rotation, scheduled hours of work and days off shall be clearly indicated on the posting and job line.

All vacant positions will be posted and bid pursuant to the Agreement with the most senior qualified employee for the job. The Employer agrees not to reassign employees to vacant positions prior to using the transfer process.

It is understood that the Employer has the right to determine positions to be posted. The Employer will not move employees from the old location.

The start of the six month limitation shall be the day following the closing date for the posting.

7. Pursuant to Article VII, Section 2, Transfers, the policy at the **University of Northern Iowa** will be

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 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 PEC and other locations.

b. Shift

First Shift - any regularly scheduled permanent shift of which four or more hours occur between 6:00 a.m.

Second Shift - any regularly scheduled permanent shift of which four or more hours occur between midnight and 6:00 a.m.

Third Shift - any regularly scheduled permanent shift of which four 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 or more of the above shifts.

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, but are not limited to, the following:

Power Plant

Public Safety

Dining Services

Broadcasting Service

e. Library - location is further defined as:

Reference and Instructional Services

Access Services

Acquisitions

Cataloging

Collection Management and Special Services

Library Technologies and Systems

8. Pursuant to Article XII, Section 2, Buildings/Structures/Steam Tunnels, the Employer and the labor/management meetings, will establish policies and procedures for safe operation and protocol for tunnels or permit-required confined spaces.

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

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

11. Pursuant to Article II, Section 4(D), each institution within the Board of Regents will continue its policy regarding the use of force majeure.

employer and employee contributions to TIAA/CREF or any qualified substitute retirement annuity and leave without pay of thirty (30) calendar days or less.

12. The Employer at the University of Northern Iowa and four AFSCME Local 2659 appointees agree to confer once the Employer has purchased the new payroll software to explore the ability to implement bi-weekly pay within 2 years after purchasing said software. AFSCME Local 2659 will be involved with providing notifications to all merit bargaining unit employees in regard to bi-weekly pay.

13. The Employer at the University of Northern Iowa and four AFSCME Local 2659 appointees agree to meet with AFSCME Officer, a total of five Union employees, to meet to look at incorporating a mutual agreement for two days off in a row for foodservice employees.

14. Public Safety employees at the University of Northern Iowa shall be allowed to take vacation time one day or more for special occasions when no trade in the work week can be arranged.

15. 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(H). The employee will only be allowed to be reclassified to a classification that is in the same or lower pay grade than the original classification of the employee prior to termination.

#### ***APPENDIX N***

**(RESERVED FOR FUTURE USE)**

#### ***APPENDIX O***

#### **SECURITY BARGAINING UNIT**

1. Pursuant to Article VIII, Section 3, Meal Periods, the Employer agrees to continue providing paid meal periods to 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. Employees will not be required to wear the protective clothing worn by employees on the preceding shift.

#### ***APPENDIX P***

#### **DEPARTMENT OF NATURAL RESOURCES**

Pursuant to Article VIII, Section 6, Shift Differential; Section 7, Standby; and Section 8, Call-Back Compensation, employees who live in State-owned houses, specifically including the job classifications of 05205 Park Attendant, 05331 Natural Resources Technician 1, and 05331 Natural Resources Technician 2, shall not be eligible for shift differential or call-back compensation.

#### ***APPENDIX Q***

#### **FISCAL & STAFF BARGAINING UNIT**

1. Pursuant to Article VII, Section 6, Transfer Limitations, subsection B, employees may not transfer once every twelve (12) months, unless reassigned by Management.
2. 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." Employer shall designate those employees who are to be considered field staff and such employees shall be compensated for 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 including accountability and flexibility. The agency will utilize personnel methods and means in the most efficient manner as determined by Management. Field staff employees will be allowed flexibility in the selection of 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 the Departments of Revenue and Finance, Workforce Development and Appeals, 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 obtained Management approval before working those hours.
3. 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 rotation. Work schedules 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 by 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 used 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 shall pay the employee in cash for all unused compensatory time. If budgetary considerations dictate, the Employer may require 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 to work including:

(1) Variable starting and ending times

(2) Compressed work week such as:

4 - ten hour days

4 - nine hour days and one four hour day

(3) Other mutually agreeable flexible hour concepts

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

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

5. 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.

6. Pursuant to Article X, Section 3C, Unpaid Educational Leave, up to ten (10) PFS employees who have completed eighteen (18) months of service may be granted this leave for up to two (2) years.

7. Article XI, Section 5, Tuition Reimbursement. No employee shall receive more than six hundred dollars (\$600) annually in educational assistance.

8. Article XII, Health and Safety, Communicable/Contagious Diseases. The employer will develop policies and guidelines for interaction with clientele who have communicable/contagious diseases. Written policies will be distributed to employees who have direct contact with such clientele.

### ***APPENDIX R***

#### **CLERICAL BARGAINING UNIT**

1. Pursuant to Article VIII, Section 3, Meal Periods, the Employer agrees to continue the practices in effect 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 January 1, 1989 on providing rest periods for all bargaining unit employees. The employees who work overtime hours beyond their regularly scheduled shift shall receive a fifteen (15) minute rest period.

3. Management is committed to providing a safe workplace for all employees. Management will meet with employee(s), within the work unit, to outline the workplace violence issue(s) and possible remedies. If necessary, management will develop reasonable remedies and/or procedures for the workplace violence issue(s) were mutually agreed upon.

### ***APPENDIX S***

#### **COMMUNITY CORRECTIONS**

#### **BARGAINING UNIT**

1. Pursuant to Article IV, Section 2, grievances shall be submitted to the designated district representative to the District Director or his/her designee at Step 3.

## 2. Transfers for Community Corrections:

### Section 1 Eligibility

Employees must have been in their current classification for at least six (6) months in order to be eligible pursuant to this Appendix. However, if an employee goes into a classification with a lower pay grade in the same classification, the employee shall immediately be eligible for transfers pursuant to this Appendix. Additionally, an employee who changes shifts upon promotion shall be immediately eligible for transfers to a different shift within the same classification.

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 of Human Resources or 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.

For the purposes of this Appendix, Probation/Parole Officer 2 and Residential Counselor are interchangeable classes.

### Section 2 Transfers Within Districts

The Employer shall post all openings indicating the specific location, county(ies), shift, work unit and classification. Specific location shall be defined as the organizational unit of the agency. Specific shift shall be defined as the specific shift assigned to the position. Specific work unit shall be defined as the area inside of the organizational unit where the employee works. Specific work unit can be defined as rotating post or relief post. Specific days off shall be the days off assigned to the position. A period of five (5) work days from the date of the announcement shall be provided for interested employees to file a written request to be included in the group of applicants to be considered for the position. 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 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 shall be considered for the job, if offered. The Employer shall offer the position to the most senior bargaining unit employee who has submitted 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 who 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 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 the purpose of transfer, Probation/Parole Officer 2 and Residential Counselor are interchangeable classes.

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 offer the position to the most senior employee in the same classification as the vacancy from other Districts who have filed a transfer request. They 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 incumbent: termination, transfer out of the bargaining unit, promotion, or demotion;
3. If no employee has indicated a desire to transfer to a vacancy and the Employer fills such vacancy with an employee from another classification in the same salary range and determines that the vacated position or 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 Section 2 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 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 from the Employer.
4. Employees transferring into federally funded positions will receive the salary provided by the federal government.
5. The local Union shall be allowed to inspect vacancy lists on a monthly basis. Employees reassigned to a new work site will be provided a twenty (20) working day notice. Employees who are reassigned 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 based on agency needs as determined by the Employer.

7. Transfers will be granted as follows:

- a. Transfers within districts pursuant to Section 2;
- b. Recalls pursuant to Article VI, Section 2;
- c. Transfers between Districts pursuant to Section 4;
- d. Promotion, demotion and reallocation within Districts (at the Employer's discretion);
- e. Transfers within districts of part-time employees desiring full-time positions or of full-time employees desiring part-time positions;
- f. New hires.

3. Pursuant to Article VIII, Section 1, Community

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 will 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 50% of the time. The employee's time outside of the normal office setting or normal working hours is uncontrollable, difficult to schedule, and governed by the needs of others.

The parties recognize that State agencies exist to meet the needs of the agency, through principles of accountability and flexibility. State agencies will utilize personnel methods and means in the most efficient and effective manner as determined by Management. Field staff employees will be allowed flexibility in 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 for the scheduling of staff meetings and supervisory conferences, and to allow Management the means by which to manage the 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 referred to 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 certain designated hours of core time. Units of work will be determined to meet the needs of the agency during core hours. It will be the employee's responsibility to insure that adequate hours outside of the core hours are available to meet the needs of his/her assigned duties. The employees will be allowed adequate flexibility to determine their work hours as necessary for maintaining their assigned workload; therefore, no overtime will be given for hours worked outside of core hours.

the normal work week.

d. Although the employee generally controls his/her work schedule outside of the set core hours, the not worked must be consistent with job expectations. Management reserves the right to review workloads; these expectations are being met, as well as meeting the needs of the agency. Additionally, nothing in this 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 staff employees.

4. All employees in the bargaining unit who are not field staff personnel or are not in classes designated in Appendix A shall be granted hour for hour compensatory time for all hours worked in excess of forty (40) hours per work week. The decision to pay in cash or compensatory time rests with the employee. However, the provisions shall require the employee to take compensatory time rather than cash when required pursuant to federal government regulations. Such compensatory time must receive prior Management approval before working any hours in excess of forty (40) hours in a 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 use earned compensatory time by June 30th of the calendar year, the Employer will pay the employee in cash for the unused compensatory time. If budgetary considerations dictate, the Employer may direct employees to use the 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) Commensurate employees who have completed eighteen (18) months of service may be granted this leave for up to two weeks.

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

8. Article XI, Section 5, Tuition Reimbursement. No employee shall receive more than six hundred dollars annually in educational assistance.

9. Article XI, Parking Fees. When employees are required by the Employer to utilize their personal vehicles on a work day, the Employer will reimburse such employees for any parking fees incurred provided a 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 \$150 may be submitted to the District Director. Claims for amounts in excess of \$150 shall be submitted to the District Board of Directors.

11. Pursuant to Article XII, Section 8, Employer-Owned Vehicles, the Employer shall not require employees to 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 public health concern.

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 provide intensive supervision and for employees who perform on-site furlough checks in accordance with

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

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

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

### **Section 6 - Sick Leave**

Commencing July 1, 2000, employees of Community Based Corrections will receive the following sick leave:

#### **A. Accrual**

All nontemporary bargaining unit employees of Community Based Corrections who work full-time shall accrue sick leave in accordance with the following schedule. Sick leave accrual for nontemporary bargaining unit employees who work part-time shall be prorated based on the number of hours worked in the pay period. Sick leave shall not accrue during periods of absence without pay.

Sick Leave Balance Rate of Accrual Zero to 750 hours 18 days per year Over 750 hours to 1500 hours 12 days per year Over 1500 hours 6 days per year

#### **B. Utilization of Sick Leave**

The utilization of sick leave shall be the same for employees of Community Based Corrections as that set forth in Article IX, Section 9(B).

#### **C. Sick Leave Accounts**

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

#### **D. Cancellation of Sick Leave**

Separation from State service shall cancel all unused accumulated sick leave. However, when an employee is re-employed by the State, any unused accumulated sick leave shall be restored, provided the employee is re-employed by the State within two years.

#### E. Payment of Sick Leave Upon Retirement

Upon retirement, employees shall receive cash payment for accumulated, unused sick leave not to exceed thousand dollars (\$2,000) payable during the pay period preceding the employee's retirement date.

F. Pursuant to Article IX, Section 9, paragraph F, Sick Leave, Conversion Rights, employees who have a minimum of thirty days (240 hours) in their sick leave account and who do not use sick leave for a full year may elect to have 6 hours added to their accrued vacation account in lieu of adding their total monthly accrued sick leave account. In the case of eligible permanent part-time employees, such conversion is prorated at the rate of two to one (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 144 hours (144 hours) beyond twice their annual vacation and unscheduled holiday entitlement.

### **Section 7 Sick Leave for Health Insurance Conversion Program**

A. Upon a bona fide retirement, employees who are at least 55 years old and who have at least 15 years of service shall convert their unused sick leave balance to a bank for purposes of purchasing health insurance after retirement. An employee's sick leave balance will be converted according to the following schedule:

#### Sick Leave Balance Conversion Rate

Zero to 750 hours 60% of Value for Medicare, whichever comes first. The retired employee may stay on the health insurance program as when employed or switch "down" at any time without underwriting.

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

D. The employee's choice to take the current payout for accrued sick leave pursuant to Iowa Code Section 91.101, Article IX, Section 9(E) remains an option in lieu of this program.

E. If a retired employee who is utilizing this benefit returns to permanent state employment, all re-eligibility in this sick leave conversion program is forfeited.

Over 750 hours to 1500 hours 80% of value

Over 1500 hours 100% of Value

B. The Employer will continue to pay the Employer's share of the health insurance premium each year until the converted value of the employee's sick leave balance is exhausted or until the employee is eligible for health insurance.

### *APPENDIX T*

### **IOWA WORKFORCE**

### **DEVELOPMENT DEPARTMENT**

In the event of a layoff or hours reduction, as provided for in Article VI, involving an employee(s) in

Development Center Administration Division (see Appendix B.5.C), the Employer will layoff the least (s) in the Service Delivery Area(s) in the class(es) affected by the layoff. In lieu of being laid off, the employee may 1) bump the least senior employee in the same class statewide in the divisions of the department other than Appendix B(5)a and b; or 2) may bump to the next lower class in the same class series; or 3) may bump

to the next lower class previously held within the Service Delivery Area or statewide in the divisions of the department cited in Appendix B(5)a and b. If the employee cannot or chooses not to exercise any of these options, the employee will be laid off. Unless modified by an Act of the Iowa General Assembly or an Executive Order of the Governor, the sixteen service delivery areas, as established on March 25, 1999, will be the Service Delivery Areas for the purposes of this Appendix during the term of this Agreement (see map).

Workforce Map

## *APPENDIX U*

### MEMORANDUM OF UNDERSTANDING #1

Pursuant to the language in Article IX of the 1999 - 2001 Collective Bargaining Agreement between the University of Iowa and AFSCME Iowa Council 61, the parties agree to the following implementation criteria for the new pay plans:

1. The new pay plans will be implemented effective the pay period that includes July 1, 1999.
2. The new pay plans will be arrived at by taking the difference between the current (97-99) minimum and maximum and dividing that number by six (6). The result of this calculation will be a seven-step interval between steps. This "step amount" will be added to the seventh (7) step to create the new eighth (8) step. For institutions governed by the Iowa Board of Regents (BOR), the same calculation will be used and the difference will be divided by eight (8) to create a new ten (10) step plan.
3. The amount of each of the eight (8) steps (10 for BOR) will be increased by three percent (3%) beginning the first day of the pay period that includes July 1, 1999. The amount of each of the steps resulting from the calculation will be increased by two point six percent (2.6%) on the first day of the pay period that includes July 1, 2000. The six percent (2.6%) increase is an across the board increase.
4. Step 1 of current (1999) BOR pay plans 03 are eliminated.
5. The first step interval of all pay plans will be six (6) months, except for BOR 03 pay plans. All other pay plans will have all steps in BOR 03 pay plans will be twelve (12) months.
6. Employees who have not been on their current step for at least one year will remain in their current step in the new pay plan. Employees who have been on their current step for more than one year will move to the next step of the new pay plan. If the implementation would cause an employee to be at a new pay rate that is less than their current pay rate, that person shall retain their current pay rate until such time as they are eligible to move to the next step.
7. Employees who have been at the top of their pay plan for more than one year will move to the next lower step.

seven (7) (nine (9) for BOR employees) effective on the first day of the pay period that includes July 1,

8. No employee will move to step eight (8) (step ten (10) for BOR) until the pay period that includes Ja

9. Notwithstanding the above, Pay plan 014 (AFSCME 013) is a minimum - maximum pay plan. E pay plan shall receive a three percent (3%) across the board increase beginning on the first day of the includes July 1, 1999 and a two point six percent (2.6%) across the board increase on the first day o that includes July 1, 2000. No employees will exceed the maximums during the time frames in the ne plans. Employees who are not at the maximum of their paygrade will receive pay increases equal to fc increase eligibility date.

## MEMORANDUM OF UNDERSTANDING #2

### New Employee Orientation

The following represents an agreement reached between the State of Iowa and the American Federal and Municipal Employees (AFSCME).

One representative of the local Union shall be granted up to thirty (30) minutes for Union orientation d orientation for new employees either as a group or with individuals.

Where the Employer does not have formal orientation program, the Employer will notify th President/Chapter Chair that a new employee(s) has been hried. The Employer will allow, as the Union up to thirty (30) minutes for Union orientation with a new employee to be scheduled by the Employer ' days of the date of hire, or the distirbution to new employees represented by the Union a packet of info furnished to the Employer by the local Union.

The Employer retains the right to review materials provided for new employees by the Union and refuse political campaign literature or material detrimental to the Employer.

The thirty (30) minute Union orientation shall be voluntary and without loss of pay for the new employee

The Union representative shall be in pay status for the thirty (30) minute Union orientation only if the req duty at the time the orientation is presented. No local Union representative shall receive overtime, call-b participating in the employee orientation program while off duty.

This does not supersede the current agreement on New Employee Orientation between the Union and of Corrections. That agreement remains in effect.

## MEMORANDUM OF UNDERSTANDING #3

### GENERAL SERVICES

#### Pilot Program

In order to address the concerns expressed by AFSCME and the Department of General Services,

offered as a pilot program in order to facilitate any future contract language.

1. The Department of General Services would offer a twelve month pilot program within the Building Services Division regarding posting of position by zones (four zones on the Capitol Complex, current defined by the current assignment of the Custodial Supervisors). Example: Lucas Building zone on Capitol Annex, Old Historical Building, Executive Hills and Maintenance Building.
2. During the twelve month pilot program, custodial job postings will indicate specific zones indicated and days of work. Employee transfers will consist of the most senior employee who has made a request.
3. During the twelve month evaluation period, both Management and the Union will evaluate the effectiveness of the program, including, but not limited to, the impact to customers of the original posting and the impact to the work unit based on the pilot program. The participation and impact of the program on management and employees and the evaluation of work shortages that may occur at certain time periods to reassign employees to accommodate the work shortages in other work areas.
4. Management and Union representatives will meet once a month to evaluate the program. After the pilot period, a determination will be made based on the information collected whether to continue and/or expand or terminate the Zone Pilot Program.

### **LETTERS OF UNDERSTANDING**

#### 1. Boiler Plant at Cherokee MHI

The boiler plant at the Cherokee MHI will be operated according to all applicable Federal, State, and local regulations. All safety devices for the boilers will be properly connected and maintained so as to allow for safe operation of the boilers and related equipment. Adequate monitoring of the system will occur. The Power House will be secured at all times.

2. Evaluations at Iowa State University 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 for the evaluation and/or actions being taken.

In addition, the University will provide to the employee the results of the evaluation within the design period. This is not to be construed as a modification of the Employer's ability to discipline employees for just cause.

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

### **APPENDIX V**

#### **DEPARTMENT OF VETERANS' AFFAIRS - VETERANS' HOME DIVISION**

1. Pursuant to Article VII, Section 2, Transfers Within Employing Units, where the Employer creates a

days off schedules such positions shall be filled in accordance with Article VII. This procedure does not rotating schedules.

2. "Med Passer" differential will be paid to qualified employees (Resident Treatment Workers and Re-Technicians) on a daily basis. An eligible employee will receive a \$0.50 per hour differential effective . \$0.60 per hour effective July 1, 2000 for a full shift on any day he or she passes medications, regardless employee actually passes medications on each hour of the shift. The differential will not be paid for da does not pass medications.

3. Pursuant to Article XI, Section 7, Training: It is the intention of both parties to improve the quality education of the employees engaged in providing care, treatment and related services to Department of Veterans' Home Division (IVH) residents and patients.

4. Employees of IVH who are held over due to severe weather may charge meals at the institution's dining charged must be paid for at the institution's business office within thirty (30) calendar days.

5. Article XII, Health and Safety, Communicable/Contagious Diseases. The Employer will develop pro and guidelines for institutions which house clients who have been identified as having communicable/cor These guidelines will be made known to employees who have contact with such clients. As resources pe will be made available to other interested employees, their families and clients through informational n media. The protocol procedures will be based on data furnished by the Iowa Department of Public H U.S. Centers for Disease Control.

6. This Memorandum of Agreement is between the State of Iowa, Iowa Veterans' Home and the Ame of State, County and Municipal Employees/Iowa Council 61 (hereinafter AFSCME). This Memorandu is being implemented to address a problem resulting from the fact that the work schedules of some e coincide with the State payroll pay period. The State payroll pay period is set up on a bi-weekly cycle Friday and ending on Thursday. The work schedules of employees in the Nursing Department at the Home, however, are not on the same cycle as the State payroll pay period.

In scheduling employees, the goal is to provide every RN in the Nursing Department with forty (40) h (7) day work week of Sunday through Saturday. The result is paychecks that may fluctuate above or b hours for the two-week pay period. The parties hereby enter into the following Memorandum of Agree to solve this problem:

a. Commencing with the pay period that begins September 9, 1994 the Iowa Veterans' Home and Council 61 will launch a project. The project will be for all full-time RNs included in the Patient Care bar

b. This will allow employees to schedule eighty (80) hours in the two-week period, Friday through 7 coincides with the State payroll pay period. The RNs will continue to follow the RN Criteria for Hours o Iowa Veterans' Home. Employees shall be compensated for hours worked in excess of a regular bi- (80 hour pay period) instead of forty (40) hours per week as provided by the State/AFSCME Collec Agreement. All hours worked and benefit time used in the pay period will count in the computation o leave with the following exceptions:

(1) Holiday hours banked as compensatory leave will not count as work time in the pay period of occur

(2) Unscheduled leave (less than 16 hours in advance) used after the employee has eighty (80) hours in

pay period will not count as work time and will not be deducted from the employee's leave balance.

c. The parties agree that this project is consistent with the Fair Labor Standards Act's exception for extended care facilities. This overtime application is based upon a two-week or eighty (80) hour work week which is consistent with the Fair Labor Standards Act.

d. The parties agree that employees will still be allowed to trade days off within the pay period. Trades shall be in accordance with RN Criteria for Hours and will maintain eighty (80) scheduled hours in the payroll pay period.

e. This Memorandum of Agreement shall not be precedent in any pending or future dispute between the parties and shall not be admissible as evidence in any arbitration between the parties.

f. This Memorandum of Agreement is only applicable to the Nursing Department of the Iowa Veterans' Home.

7. This Memorandum of Agreement is between the State of Iowa, Iowa Veterans' Home and the American Federation of State, County and Municipal Employees/Iowa Council 61 (hereinafter AFSCME). This Memorandum of Agreement is being implemented to address a problem resulting from the fact that the work schedules of some employees coincide with the State payroll pay period. The State payroll pay period is set up on a bi-weekly cycle starting on Friday and ending on Thursday. The work schedules of employees in the Nursing Department at the Iowa Veterans' Home, however, are not on the same cycle as the State payroll pay period.

In scheduling employees, the goal is to provide every RTW, RTT and LPN in the Nursing Department with 80 hours in a seven (7) day work week with every other weekend off. They may be scheduled to work on Saturday or Sunday through Friday. The result is paychecks that may fluctuate above or below eight hours in the two-week pay period. The parties hereby enter into the following Memorandum of Agreement in order to solve this problem:

a. Commencing with the pay period that begins September 9, 1994 the Iowa Veterans' Home and Council 61 will launch a project. The project will be for all full-time RTWs, RTTs and LPNs in the Nursing Department.

b. This will allow employees to maintain their current schedules of eighty (80) hours in the two-week pay period through Thursday, which coincides with the State payroll pay period. Employees shall be compensated for hours worked in excess of a regular bi-weekly schedule (80 hour pay period) instead of forty (40) hours provided by the State/AFSCME Collective Bargaining Agreement. All hours worked and benefit time period will count in the computation of overtime with the following exceptions:

(1) Holiday hours banked as compensatory leave will not count as work time in the pay period of occurrence.

(2) Unscheduled leave (less than 16 hours in advance) used after the employee has eighty (80) hours in the pay period will not count as work time and will not be deducted from the employee's leave balance.

c. The parties agree that this project is consistent with the Fair Labor Standards Act's exception for extended care facilities. This overtime application is based upon a two-week or eighty (80) hour work week which is consistent with the Fair Labor Standards Act.

d. The parties agree that employees will still be allowed to trade days off within the pay period.

approved by the Nursing Office administrative staff to ensure that each employee maintains eighty (80) in the payroll pay period.

e. This Memorandum of Agreement shall not be precedent in any pending or future dispute between the not be admissible as evidence in any arbitration between the parties.

f. This Memorandum of Agreement is only applicable to the Nursing Department of the Iowa Veterans'

8. The State and the Union will work together to find a methodology and train employees on how to e violent clients.

## *APPENDIX W*

### **PATIENT CARE BARGAINING UNIT**

1. Pursuant to Article VII, Section 2, Transfers Within Employing Units, where the Employer creates r days off schedules, such positions shall be filled in accordance with Article VII.

2. Pursuant to Article XI, Section 5, Tuition Reimbursement, the Employer will schedule in-service tra least four times per fiscal year.

3a. Pursuant to Article VIII, Section 2B, Overtime Compensation, employees in the Patient Care excluding Registered Nurses, Nurse Clinicians, Nurse Specialists, and Nurse Practitioners, and employe in the Patient Care bargaining unit covered by the premium overtime provisions of Article VIII, Section A) shall be compensated for hours worked in excess of forty (40) in a work week with equivalent paid for hour basis. Unscheduled leave (less than sixteen (16) hours in advance) used after the employee has in pay status in the work week will not count as work time and will not be deducted from the employee'

3b. Pursuant to Article VIII, Section 2B, Overtime Compensation, Registered Nurses, Nurse C Specialists, and Nurse Practitioners shall be compensated for hours worked in excess of eighty (80) period with equivalent paid leave on an hour for one and a half hour basis. Unscheduled leave (less 1 hours in advance) used after the employee has eighty (80) hours in pay status in the pay period will n time and will not be deducted from the employee's leave balance.

3c. At the end of the fiscal year, the paid leave balance will be carried forward into the new fiscal yea cashed out. The Employer shall make every reasonable effort to ensure that employees may use pai under this Appendix in accordance with operational needs.

4. Article XII, Health and Safety, Communicable/Contagious Diseases. The Employer will develop pro and guidelines for institutions which house clients who have been identified as having communicable/cor These guidelines will be made known to employees who have contact with such clients. As resources pe will be made available to other interested employees, their families, and clients, through informational r media. The protocol procedures will be based on data furnished by the Iowa Department of Public I U.S. Centers for Disease Control.

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