

**2009-2011**

**COLLECTIVE BARGAINING  
AGREEMENT**

**Between**

**STATE OF IOWA**

**And**

**UE LOCAL 893**

**IOWA UNITED PROFESSIONALS**

**Professional  
Social Services  
Unit**

**Effective: July 1, 2009 to June 30, 2011**

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# **ARTICLE I AGREEMENT**

This Agreement made and entered into this 1st day of July 2009, at Des Moines, Iowa, pursuant to the provisions of Chapter 20 of the Iowa Code, by and between the State of Iowa (hereinafter referred to as the Employer) and UE Local 893/Iowa United Professionals, and its appropriate affiliated locals, as representatives of employees employed by the State of Iowa, as set forth specifically in Appendix A (hereinafter referred to as the Union).

## **ARTICLE II RECOGNITION & UNION SECURITY**

### **SECTION 1 Bargaining Unit**

The Employer recognizes the Union as the exclusive collective bargaining agent for professional social services bargaining unit employees as certified by the Iowa Public Employment Relations Board as set forth in Appendix A. The Employer will not during the life of this Agreement meet and negotiate with any group of employees or with any other employee organization with respect to terms and conditions of employment covered by this Agreement. Employees excluded from the professional social services bargaining unit are all other employees of the State of Iowa and managerial, supervisory, confidential, and part-time employees who work less than seven hundred (700) hours per fiscal year and all other employees specifically excluded by the provisions of Chapter 20 of the Code of Iowa.

The parties will review all new classifications and if unable to reach agreement as to their inclusion or exclusion from the bargaining unit, shall submit such classifications to the Iowa Public Employment Relations Board for final resolution.

### **SECTION 2 Dues and Fees Deductions**

A. Upon receipt of a voluntary individual written request from any of its employees covered by this Agreement on forms provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership

dues in the Union, and fees for Union sponsored credit union and insurance programs.

- B. An employee's request for dues deduction and deductions for fees for Union sponsored credit union and insurance programs shall be effective after the date of delivery of such authorization to the payroll office of the employing unit. Deductions shall be made only when the employee has sufficient 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 in writing by the authorized representative of the Union.
- C. An employee's dues deductions shall be terminable according to the provisions of Section 70A.19, Code of Iowa.
- D. The dues deduction of an employee who is laid off shall be suspended during the period of the layoff. An employee who is recalled shall be given a dues deduction authorization form at the time of recall along with all other payroll forms. Upon completion of the dues deduction authorization the dues deduction for the recalled employee will be reinstated. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms 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.
- 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 employees having such deductions, including all information presently provided by each department and agency. The Union shall be allowed to rent from the Employer the computer tape should the Union desire additional information.
- G. On a monthly basis, and at no cost to the Union, the Employer shall provide the Union with a computer disk, which, in a format agreeable to both parties, shows every bargaining unit employee's name, home address, payroll number, work location, pay grade, step, hourly wage rate, a header tape with insurance information, union membership status, and any other information mutually agreed to.

### **SECTION 3 Bulletin Boards**

The Union shall be allowed to utilize one-half (1/2) of the space on existing bulletin boards, where available, that are customarily used for the posting of information to employees in the unit. This provision shall not apply to bulletin boards customarily used for the posting of notices to students, patients or inmates at state institutions, nor shall it apply to bulletin boards used exclusively for postings required by law or regulations.

Where existing bulletin boards are not available due to use by other unions, UE/IUP shall be allowed to put up twenty-four (24) inch by twenty-four (24) inch tan cork bulletin boards immediately adjacent to existing bulletin boards.

No political campaign literature or material detrimental to the Employer or the Union or any other inappropriate material shall be posted.

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

### **SECTION 4 Union Leave**

Elected constitutional officers of the Union (President, Vice-President, Secretary, Treasurer and Past-President) shall, upon written request of the Union be granted a leave of absence without pay for the term of office not to exceed one (1) year. Appointed officials (Staff Representative, Chairs of Stewards & Arbitration, Negotiations, Political Action, and Budget & Finance Committees) of the Union shall, upon written request of the Union, be granted a leave of absence without pay for the term of office not to exceed one (1) year unless the absence of the employee would cause a substantial hardship on the operating efficiency of the employing unit. Grievances involving the issue of whether a substantial hardship does in fact exist may be appealed directly to arbitration pursuant to Article IV of the Agreement. Union leave shall be renewed for periods of up to one year upon the same terms and conditions as the original leave. Employees returning from an authorized Union leave of absence pursuant to this Section shall have the right to return to the employee's most recent prior position or one of like nature. Notwithstanding the above, elected or appointed officials of

the Union may elect to take vacation or earned compensatory time in lieu of leave of absence without pay.

Upon the request of the President of UE Local 893/IUP to the Chief Operating Officer of the Department of Administrative Services-Human Resources Enterprise, employees shall be granted a union leave to conduct union business. Such leave(s) shall be limited to one hundred twenty (120) calendar days per person in each fiscal year. During union leaves without pay for thirty (30) calendar days or less, employees shall continue to accrue sick leave and annual (vacation) leave and the Employer will continue to pay the Employer's share of all insurances. At the Union's request, during periods of leave of one year or less, the Employer will continue to pay the Employee's wages so that the Employee's retirement contributions will be uninterrupted. The Employer shall receive reimbursement from the Union within fifteen calendar (15) days following paycheck issuance for such gross wages including the Employer's share of retirement and Federal and State payroll taxes paid during such periods of union leave without pay.

### **SECTION 5 Union Conventions**

Duly elected Union delegates or alternates to the annual convention of UE/IUP shall be granted time off, without pay, not to exceed a total of ten (10) work days annually to attend the convention.

This time off taken pursuant to this Section may be charged to vacation credits, earned compensatory time, or leave of absence without pay as the individual employee may designate.

The Union shall give the Employer at least ten (10) work days advance notice of the employees who will be attending the annual convention of the UE/IUP.

### **SECTION 6 Union Activity**

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

### **SECTION 7 Union Visitation**

The Employer agrees to maintain its existing policies and

practices (see Office of Employment Relations policy statement dated January 18, 1984) with respect to both admitting Union representatives to state facilities and utilization of state facilities during non-working hours. For purposes of this Section only, in institutions within the Department of Human Services which have continuous (24 hour) operations, “non-working hours” are defined as that time which occurs from 6:00 p.m. to 7:00 a.m.

### **SECTION 8 No Reprisal**

The Employer shall not take any reprisal action against any employee for disclosure of information by that employee to a member of the General Assembly, Legislative Fiscal Bureau, Legislative Service Bureau or the respective caucus staffs of the General Assembly. There shall be no reprisal for employee disclosure of information which the employee believes is evidence of a violation of law or rule, mismanagement, a gross abuse of funds, an abuse of authority or a substantial and specific danger to public health or safety. This section does not apply if the disclosure of that information is prohibited by statute.

### **SECTION 9**

The Human Resources Enterprise will provide on a monthly basis the name, classification, home address, work location and date of hire of new employees.

## **ARTICLE III MANAGEMENT RIGHTS**

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

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 to be 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 I Definition**

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

A grievance shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, if known, and the specific section or sections of the Agreement involved. The grievance shall be presented to the designated supervisor (on forms mutually agreed upon and furnished by the Union) and signed and dated by the employee.

Any employee shall have the right to meet and adjust an individual complaint with the Employer.

An employee's grievance shall be presented only with the approval of the public employee. The arbitration provisions of this Agreement may only be invoked with the approval of the employee organization.

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

Grievances arising from the application of a state-wide or agency-wide policy or any action taken by the Employer originating at the department level must be filed at the 1st step of the grievance procedure, however, such grievances may, by mutual consent, be

forwarded directly to the 3rd step of the grievance procedure.

## **SECTION 2**

### **Step 1**

Within seven (7) calendar days of receipt of the written grievance from the employee or the Union representative, the supervisor will schedule a meeting with the appropriate Union representative (with or without the grievant) and attempt to resolve the grievance and return a written decision to the employee and the Union representative.

### **Step 2**

If dissatisfied with the supervisor's answer in Step 1, to be considered further, the grievance must be appealed to the Appointing Authority or a designee within seven (7) calendar days from receipt of the answer in Step 1. The Appointing Authority or a designee will schedule a meeting with the appropriate Union representative (with or without the grievant) to discuss 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 employee and the Union representative within seven (7) calendar days from receipt of the appeal to the agency representative.

### **Step 3**

If dissatisfied with the Employer's answer in Step 2, to be considered further, the grievance must be appealed to the Chief Operating Officer of the Human Resources Enterprise within seven (7) calendar days from receipt of the answer in Step 2. The Union will send the original and two copies of the appeal to Step 3 to the Human Resources Enterprise who will date stamp and return one copy to the Union. The designee of the Chief Operating Officer of the Human Resources Enterprise will schedule a meeting with the appropriate Union representative (with or without the grievant) to discuss and attempt to resolve the grievance. On grievances which do not involve discipline or discharge the parties will, where practicable and feasible, meet via a telephone conference. All statements or evidence introduced at the 3rd step hearing will be given under the oath in Appendix E jointly sworn by all witnesses.

The Union shall designate a Union representative who will act as the chief spokesperson for the grievant at the third step meeting. Management's third step representative is the official facilitator for the meeting and shall first recognize anyone other than the chief spokesperson who wishes to speak.

Following the 3rd step meeting, the written decision of the designee of the Chief Operating Officer of the Human Resources Enterprise will be placed on the grievance and returned to the grievant and the Union representative within thirty (30) calendar days from receipt of the appeal to Step 3. However, designated grievances may be expedited by mutual consent.

#### Step 4

Grievances which have not been settled under the foregoing procedure may be appealed to arbitration, via the Chief Operating Officer of the Human Resources Enterprise, within fifteen (15) calendar days from the date of the answer in Step 3 or the grievance will be considered ineligible for appeal to arbitration. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the third step answer without prejudice or precedent in the resolution of future grievances.

The parties will obtain a list of all certified arbitrators from Iowa PERB. Each party will, from the list, strike all arbitrators unacceptable to that party. Those names common to each parties' list, up to a maximum of fifteen (15), shall be members of the panel. If necessary, the parties will either alternately strike names or mutually agree to names so that the final number equals fifteen (15). When the need to schedule an arbitration arises, the parties will alternate in randomly drawing a total of five (5) names from the panel. The parties will alternately strike an arbitrator from this list of five (5) until one (1) remains. The Union will have the right of first strike.

In the event that an arbitrator is no longer available, the parties will mutually agree to add an arbitrator to maintain the list of fifteen (15). Either party may remove an arbitrator from the panel following the receipt of at least three (3) arbitration awards from that arbitrator. If an arbitrator is removed from the panel by a party, the other party shall select the replacement from the list of mutually agreed upon arbitrators, provided that there are arbitrators remaining beyond the

original fifteen (15). If no arbitrators remain on the common list, all replacements shall come from the list maintained by the Iowa PERB.

The issue 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. The cost of the arbitrator and expenses of the hearing will be shared equally by the parties; however, if a fee is incurred due to a party's unilateral cancellation of an arbitration hearing, that party shall bear the cost of the arbitrator's cancellation fee. The costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost. Except as provided in Section 9, each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred.

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 this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.

The decision of the arbitrator shall be final and binding on both parties of this Agreement provided such decision 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 will be considered as having been adjudicated on the basis of the last preceding Employer answer. The parties may mutually agree in writing to extend the time limits in any step of the grievance procedure. Such extensions will not be unreasonably withheld by either party. 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 except for fifteen (15) calendar days to Step 4 of the expiration of the designated time limits.

In order to be considered timely, the Union must schedule grievances which are appealed to arbitration, via the Director of

the Human Resources Enterprise for hearing no later than 180 days from the date the grievance was appealed to arbitration. Grievances for which there are no 3rd step answers must be scheduled for arbitration within 180 days from the date the 3rd step should have been answered. Authority to schedule a hearing rests with the arbitrator should the parties disagree. In instances where the parties have a dispute concerning arbitrability of a grievance, the time limits of this paragraph shall begin on the date of the resolution of the arbitrability dispute.

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

Discharge grievances will be scheduled before any contract interpretation grievances unless the parties mutually agree that a group contract interpretation grievance should be scheduled because of its potential impact on the workers represented by UE/IUP.

#### **SECTION 4 Bifurcation of Arbitrability Issues**

Where an issue exists as to the arbitrability of a particular grievance, due to timeliness or otherwise, the Director of the Human Resources Enterprise or the Director's designee shall give written notice of the same to UE/IUP. Following proper notice, such an arbitrability dispute shall be submitted to an arbitrator, other than the arbitrator selected to determine the merits of such grievance, upon written submissions and by telephone hearing only.

Where the arbitrability of a particular grievance is submitted to arbitration, such arbitration shall be scheduled within thirty (30) days, heard within 30 days of the date it is scheduled and a decision rendered within 30 days of the date of the hearing.

The party who does not prevail in the arbitrability dispute must pay the cost of that hearing.

#### **SECTION 5 Retroactivity**

Settlement of grievances may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than six (6) months prior to the date of initiation of the written

grievance in Step 1.

## **SECTION 6 Exclusive Procedure**

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

## **SECTION 7 Stewards**

The Union shall provide the Chief Operating Officer of the Human Resources Enterprise with a written list setting forth the names and jurisdictional areas of Union stewards and staff. It shall be updated as necessary but no less than annually. This list is for informational purposes only and shall be the sole source for Management's use when a worker requests Union representation during an Employer's investigatory interview.

## **SECTION 8 Representation**

An employee may consult with a local Union representative appointed by the Union during working hours relative to a grievance matter by first contacting the employee's supervisor. The employee's supervisor will arrange a meeting to take place as soon as possible for the employee with the Union representative through the Union representative's supervisor.

The procedure for the appointment of a Union representative shall be established between the Union and the Human Resources Enterprise. The Human Resources Enterprise will contact the UE/IUP President when concerns arise regarding overutilization of a particular Union representative and the parties agree to make a good faith effort to resolve such concerns.

Employees have the right to have a Union steward present in a meeting with a supervisor when the employee reasonably believes that discipline may result. The right to have a steward present shall expire, and the meeting shall be held without the steward, if no steward is available within two (2) hours of the request for the meeting. Such representation may be provided by telephone within two (2) hours if the representative cannot be personally available. The employee may have a co-worker present if a steward is unavailable.

## **SECTION 9 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, however, only one (1) local Union grievance representative will be in pay status for any one grievance.

The Union shall designate a Union representative who will act as the chief spokesperson for the grievant at the third step meeting. Management's third step representative is the official facilitator for the meeting and shall first recognize anyone other than the chief spokesperson who wishes to speak.

Further, in a group grievance, only one (1) of the grievants shall be in pay status as spokes-person for the group. (Group grievances are defined as, and limited to, those grievances which cover more than one employee, and which involve like circumstances and facts for the grievants involved.)

The Employer is not responsible for any compensation of employees or Union representatives for time spent processing grievances outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or 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 second step grievance meetings involving third shift employees at a time which is contiguous to the employee's shift. The Employer is not responsible for any compensation of third shift employees for such second step grievance meetings unless the Employer specifically requests that the grievant attend the meeting in which case the grievant shall be compensated for the actual time spent in the meeting at the grievant's regular hourly rate and shall not be counted as hours worked for purposes of computing overtime.

## **SECTION 10 Exclusion of Grievant**

The grievant is entitled to be present at all steps of the grievance procedure unless excused in writing by either the Employer or the Union. Should the employee be excused by either party, the grievance shall be processed in the absence of the grievant and the Union will be allowed a maximum of two (2) representatives in

pay status. In cases where the grievant has been discharged or is otherwise not in pay status, the Union will be allowed a maximum of two (2) representatives in pay status in third step grievances and arbitration.

## **SECTION 11 Discipline and Discharge**

The parties recognize the authority of the Employer to reprimand, reduce in pay within grade, suspend, discharge or take other appropriate disciplinary action against employees for just cause. (See Appendix G for implementation of reduction within pay grade.) An employee who alleges that such action was not based on just cause, may appeal a suspension or discharge beginning with the third step of the grievance procedure.

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

Written reprimands will be taken out of an employee's personnel file twelve (12) months after they are issued if no other discipline is received within that twelve (12) month period. Upon request of the affected employee, the employee's supervisor will remove written reprimands from the employee's personnel file which predate July 1, 1985.

The Union shall receive written notice at the UE/IUP Des Moines and Cedar Rapids offices of any disciplinary action imposed upon an employee within three (3) working days after the date such action is taken unless the Employer has written directions from UE/IUP for the notice to be sent elsewhere.

## **SECTION 12 Exclusion of Probationary Employees**

Notwithstanding Section 11 above, nor any provision(s) of this Agreement, the release of probationary employees shall not be subject to the grievance procedure.

## **ARTICLE V SENIORITY**

### **SECTION 1 Definition**

Seniority for the professional social services bargaining unit means an employee's length of continuous service with the Employer in a permanent position since the date of hire. Any length of service in a temporary position shall be included in the computation of seniority if the employment was in the same classification as and contiguous to the appointment to a permanent position. Employees entering the bargaining unit subsequent to July 1, 1987, from positions exempted by statute from collective bargaining shall include only time spent in positions not exempted by statute from collective bargaining in their seniority. All time spent in positions exempted by statute from collective bargaining shall not be included in their seniority. In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement. However, if an employee leaves work for any reason other than those listed above, the employee shall retain the original seniority date for a period equal to the employee's length of employment up to a maximum of two (2) years. Any period of absence of more than two (2) years shall represent a break in continuous service.

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

### **SECTION 2 Seniority Lists**

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 seniority list shall be furnished to the local Union at the time of posting.

Employees shall have ninety (90) days after the date the seniority

list is posted 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 current seniority date (date of hire) as established 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. (See Article X, Section 4 for provisions relating to voluntary layoffs.) Such procedures shall not apply to:

- A. Temporary layoff of less than twenty (20) consecutive working days. In such cases, employees will be laid off by 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 academic year and/or summer and/or
- D. Employees who have requested and Management has approved a change from full-time to part-time status.

### **SECTION 2 General Layoff Procedures**

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

- A. Layoff shall be by classification as set forth in the job specifications.
- B. Layoff may be by organizational unit of an agency or agency-wide, as designated by the Appointing Authority. (See Appendix B.)
- C. An agency may not lay off permanent employees until they have eliminated all non-permanent employees within the layoff unit in the same classification.
- D. Each employee affected by a reduction in force shall be notified in writing of layoff at least twenty (20) working days prior to the

effective date of the layoff unless budgetary limitations require a lesser period of notice.

- E. Employees in the layoff unit shall be laid off in accordance with ability, and seniority. Layoff shall be by seniority with the least senior employee being laid off first unless the least senior employee possesses special skills and ability required to meet the needs of the Employer, and that the least senior employee must also possess the academic qualifications required for the position. However, the least senior employee who is otherwise unaffected by the layoff and who has received on their most recent performance evaluation, less than 3.0, within the last 12 months, or a disciplinary suspension within the last 12 months, or a written reprimand within the last 6 months, may be laid off before the next least senior employee.
- F. A permanent employee who receives a layoff notice may, in lieu of layoff, elect bumping to the next lower classification in the layoff unit in the same series as the classification in which layoffs are to be effected, or, to a lower or lateral classification in the layoff unit which the employee has formerly occupied while in the continuous employ of the agency. The assignment in the lower classification will be at the Appointing Authority's discretion; however, such assignment shall not be permitted if the result would cause 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 not later than five (5) calendar days after receiving notice of layoff. Any permanent employee displaced under these provisions shall have the right of election as provided herein.

Any employee who elects to bump, in lieu of layoff, shall have the right of reinstatement to the classification formerly occupied, provided the employee meets the qualifications of the position, before any other person may be promoted to, or a new employee hired for such classification by the Appointing Authority enforcing the layoff. Upon bumping, an employee shall retain the current rate of pay except that if such rate of pay is higher than the highest rate currently paid for the classification to which the employee bumps, the employee's pay shall be reduced to that rate of pay. Additionally, if federal funds are involved, the employee upon

bumping will receive the salary amount provided by the federal grant. In such an 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 the employee was laid off, provided the employee meets the minimum 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 the date of such layoff because of a reduction in force.

Eligibility for placement on the recall list shall be as follows:

1. The name of a permanent employee shall be placed on the recall list for the class from which laid off. When one or more names are on a recall list for a class where a permanent vacancy exists, the appointing authority shall first offer that position, in seniority order, to any employee laid off from that layoff unit who previously held a position in the class where the vacancy exists.
2. Employees who exercised bumping rights shall be placed on the list for the class from which they were laid off.
3. Employees who make written notice and provide medical verification to the Employer of their recovery from a long term disability shall be placed on recall lists for the class held prior to the disability. In addition, the employee may also designate up to fifteen (15) classes (provided the employee meets the qualifications and/or passes the applicable Merit or Regents' merit test) of the same or lower pay grade. The designation of classes or counties may be changed monthly by the employee through procedures agreed upon by the Union and the Employer.
4. Employees who refuse to accept any reassignment in excess of twenty-five (25) miles of the original work site shall have the same recall rights as employees who have been laid off, however, they are not entitled to bump other employees.
5. If a laid-off employee accepts a temporary position, as defined by the Iowa Human Resources Enterprise rules, the employee shall remain on the recall list(s).
6. A laid-off employee may also designate, in addition to the class previously held, up to fifteen (15) other classes of the

same or lower pay grade (and comparable Regents pay level) provided the employee meets the qualifications and/or passes the applicable Merit or Regents' merit test, and the specific counties to which the employee will accept recall. The designation of classes or counties may be changed monthly by the employee through procedures agreed upon by the Union and the Employer.

7. If the employee is recalled to a position in a classification not previously held, the employee will serve a probationary period of six (6) months. If the employee fails to successfully complete the probationary period, the employee will be returned to lay off status without bumping rights and placed on the recall list(s) as described above for a period of two (2) years.
  8. Failure to accept a position when offered shall negate any further rights of reinstatement. Employees must notify the Appointing Authority, in writing, of such acceptance which must be received or postmarked not later than five (5) calendar days after receiving notice of recall.
  9. The determination of the layoff order is subject to the grievance procedure commencing at Step 3. The implementation of such layoff shall not be delayed pending the resolution of such grievances.
  10. Employees who are eligible for recall must provide a current address and/or phone number to the Human Resources Enterprise. Failure to provide this information will result in loss of recall rights.
- G. Employees who exercise their rights to displace bargaining unit employees must meet the following criteria upon entering the bargaining unit:
1. They must have greater seniority;
  2. Seniority must be accrued in positions not exempt by statute from collective bargaining;
  3. They must be within the same layoff unit as the employee bumped.
- H. Whenever a permanent vacancy (as defined in Article VII, Section 4) occurs, before a new employee is hired, employees shall be allowed to transfer or be recalled in the following order:
1. Transfers within the employing unit pursuant to Article VII,

- Section 2.
2. Recall of employees on layoff pursuant to Section F, above.
  3. Transfers between employing units pursuant to Article VII, Section 3.

## **ARTICLE VII TRANSFERS**

### **SECTION 1 Eligibility**

- A. Employees must have permanent status in their current classification and have received an evaluation of 3.0 or above on their most recent performance evaluation and who have not received a disciplinary suspension within the last 12 months, or who have not received a written reprimand within the last 6 months, and desire transfer to another position within the same classification either within their employing unit or between employing units of a state agency shall file a written request as prescribed by the agency with the appropriate departmental personnel office indicating that interest.
- B. Employees shall have a right to transfer between full-time and part-time positions within the same classification. To be eligible for such a transfer, employees in part-time positions must have experience in the classification equivalent to at least one year of full-time employment.

### **SECTION 2 Transfers Within Employing Units**

When the Employer decides to fill a permanent vacancy as defined by Section 4, the Employer shall post the vacancy for a period of 5 working days. The posting shall include specific information including the position number, specific job duties, location, county or counties, standard working hours and shift. Vacancy notices shall be posted within the employing unit in all offices, where there are eligible employees, on bulletin boards customarily used for these purposes as well as electronically via existing individual department intranet or email services. Eligible employees shall be required to file a written request during the posting period on a transfer request form in order to be considered for the vacancy.

Following the five (5) day posting period, the Employer shall

transfer the most senior employee who has filed a transfer request for the vacant position, provided the employee possesses the ability to perform the duties as assigned and meets any special or selective certification requirements. The Employer may deny transfers if the transfers would substantially impair the Employer's ability to maintain operational efficiency. The employee must accept the transfer when offered if the employee has not removed the transfer request before the close of the 5 day posting period. There shall be no probationary period for any such transfer. For purposes of transfers the employing unit shall be as set forth in Appendix B.

### **SECTION 3 Transfers Between Employing Units**

In the event the vacancy is not filled by transfer of an employee under provisions of Section 2 of this Article, the Employer shall consider interested employees from other employing units of the agency who have indicated an interest by submitting a transfer request. The Employer shall transfer the senior employee who makes such request for the open position provided he/she possesses the ability to perform the duties as assigned and meets any special or selected certification requirements. The employee shall have three (3) working days in which to accept or decline the offer in writing. In the event the vacancy is not filled by transfer, or promotion, the Employer may fill the vacancy in accordance with provisions of the Iowa Code Chapter 8A Subchapter IV.

### **SECTION 4 Definition of Permanent Vacancy**

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

1. When the Employer has approval to increase the work force and decides to fill the new positions;
2. When any of the following personnel transactions take place and the Employer decides to replace the previous incumbent: terminations, transfers 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 by transfer of an employee from another classification in the same pay grade and determines that the vacated position is to be filled, such position shall be subject to the provisions of this Article;
4. Transfers within the bargaining unit resulting from either 1, 2 or

3 above.

5. The Employer will not review the transfer requests on file pursuant to Section 3 of this Article more than forty-five (45) days prior to the creation of the permanent vacancy.

## **SECTION 5 Transfer Limitations**

1. The applications of the procedures in this Article shall be limited to a maximum of two (2) transfers resulting from any given original vacancy.
2. Unless reassigned by the Employer, within the limitation period, an employee may not transfer under the provisions of this Article more often than once every twelve (12) months with the following exceptions:
  - a. Employees of the Department of Human Services, Division of Community Services may transfer pursuant to section 2 above no more than once every six (6) months unless reassigned by the Employer within the six (6) month period.
  - b. Department of Corrections' employees may transfer pursuant to section 2 above no more than once every six (6) months unless reassigned by the Employer within the six (6) month period.
3. Employees who decline two (2) transfer opportunities between employing units of a state agency within a twelve (12) month period will have their names removed from the register list for a period of six (6) months. It is the responsibility of the employee to resubmit a transfer request following the six (6) month period.
4. Employees transferring under the provisions of this Article shall not be eligible for payment of moving expenses by the Employer.
5. Employees transferring into federally funded positions will receive the salary provided by the federal grant.

## **SECTION 6 Transfer Forms**

The format and design of transfer request forms shall be mutually agreed upon by the Employer and the Union.

## **SECTION 7 Involuntary Transfer**

If practicable, the Employer will not transfer employees outside the employing unit (as defined in Appendix B). If the Employer

involuntarily transfers an employee outside of the employing unit, it will involuntarily transfer the least senior employee unless a business necessity dictates a more senior employee or an employee with special qualifications be involuntarily transferred.

The Employer will not arbitrarily exercise their right to transfer employees.

Before the Employer involuntarily transfers an employee within the employing unit, volunteers will be sought. If there is more than one volunteer, the most senior employee will be involuntarily transferred, unless a business necessity or need for special qualifications dictates otherwise. The involuntary transfer will not affect the employee's transfer rights.

## **ARTICLE VIII HOURS OF WORK**

### **SECTION I Work Schedules**

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

Work schedules shall be set in advance for not less than a two (2) week period. Once an employee's schedule has been approved, the Employer can reschedule only for purposes other than avoiding compensatory time except with the approval of the employee. Whenever possible, the Employer will provide twenty-four (24) hours notice prior to requiring work outside the work schedule. Such notice shall be non-grievable. Employees must receive prior management approval before working any hours in excess of forty (40) hours in any work week.

Where practical and feasible as determined by management, with consent of the employee, hours and schedules for bargaining unit employees may include:

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

## **SECTION 2 Compensatory Time/Overtime**

All employees in the bargaining unit, not otherwise eligible for time and one-half compensation for all hours worked over forty (40), shall be granted hour-for-hour compensatory time for all hours worked in excess of forty (40) hours in pay status in any work week. Compensatory time shall be credited to the employee's account and shall be utilized or paid out in cash at the request of the employee with the approval of management, however, the Employer may require employees to take cash payments rather than earned compensatory time, as such time accrues, after the accumulation of ninety (90) hours of compensatory time in the employee's account. Such approval shall not be unreasonably withheld. If an employee is unable to utilize earned compensatory time by June 30 of the calendar year, the Employer will pay the employee in cash for all unused compensatory time. If budgetary considerations dictate, the Employer may direct employees to use their earned compensatory time between June 1 and June 30.

Notwithstanding the above, employees in the job classes of Social Worker 2, Social Worker 3, Correctional Counselor, Youth Counselor, Disability Examiner and Disability Examiner Specialist, shall be granted compensatory time at the rate of one and one-half hours for each hour worked in excess of forty (40) hours actually worked in any work week.

Employees who use approved vacation, compensatory leave, or personal leave days after 40 hours in pay status in a work week will be paid at their straight time rate for the leave used and the leave will be deducted from their leave balances. If an employee, after working forty (40) hours in a work week, requests and is approved for sick leave with less than forty-eight (48) hours advanced notice, such time shall not be deducted from the employee's sick leave account and the employee shall not be paid for such hours. However, leaves approved pursuant to this paragraph shall not be included in the computation of compensatory time earned.

## **SECTION 3 Separation**

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

## **SECTION 4 Standby**

All professional social services bargaining unit employees who are required to be in standby status shall be compensated at the rate of fifteen (15) percent of their computed hourly rate for each hour spent in standby status.

Professional social services bargaining unit employees required to be in standby status on a scheduled State holiday shall be compensated at a rate of twenty (20) percent of their computed hourly rate for each hour spent in standby status on the holiday. For purposes of this section, standby status is defined as:

“The Employer will specifically designate those employees who are to be in standby status: Employees who are in standby status are responsible for keeping the Employer aware of his/her whereabouts and being immediately accessible by telephone or beeper and able to report for work within one (1) hour at all times.”

All personnel will receive hour-for-hour compensatory time for actual hours worked while on standby status, however, time spent actually working shall not be counted in determining hours spent in standby status for compensation purposes.

## **SECTION 5 Meal Periods**

Bargaining unit employees will be granted an unpaid and unscheduled meal period.

## **SECTION 6 Rest Periods**

Employees will receive two (2) fifteen minute paid rest periods per day. Such rest periods will be unscheduled. Rest breaks shall not be taken contiguous to the beginning or end of the hours worked. In addition, any employee who, with prior approval, works at least three (3) hours beyond their regular shift will receive an additional fifteen (15) minute rest break.

## **SECTION 7 Call-Back Time**

The Employer agrees that employees called back for duty, by the employee's supervisor or the supervisor's designee, will be guaranteed a minimum of three (3) hours at the appropriate rate of pay. This provision shall not be construed so as to provide for additional compensation if the employee is called back for duty

within the original three (3) hour period, except that employees who are called back to work in excess of three (3) hours will be paid for actual time worked. To qualify for call-back compensation, the time worked cannot be contiguous to the beginning or end of an employee's scheduled work shift.

This provision is not applicable to employees prescheduled for duty at least forty-eight (48) hours in advance.

## **SECTION 8 Shift Differentials**

The Employer shall pay, in addition to the employee's regular hourly rate, a shift differential of \$.50 per hour for any regularly scheduled permanent shift of which four (4) or more hours occur between 5:00 p.m. and midnight, and a shift differential of \$.55 per hour for any shift of which four (4) or more hours occur between midnight and 6:00 a.m. Employees who work rotating shifts shall be eligible for shift differentials. Employees shall not be eligible for shift differential pursuant to this Section as a result of an extension of their regular work day into a shift differential period. Employees entitled to shift differential shall receive the applicable shift differential for all hours worked.

This section shall apply only to employees in the classes of Youth Counselor and Rehabilitation Worker (formerly Social Worker 1 in the Department of Education).

# **ARTICLE IX WAGES AND FRINGE BENEFITS**

## **SECTION I Wages**

Employees shall be paid according to the pay grades set forth in Appendix A and the applicable Executive Branch pay plans.

- A. On the first day of the pay period that includes July 1, 2009, employees in the bargaining units covered by this Agreement shall receive no across the board increases.
- B. On the first day of the pay period that includes July 1, 2010, employees in the bargaining units covered by this Agreement shall receive a two percent (2.0%) across the board increase. On the first day of the pay period that includes January 1, 2011, employees in the bargaining units covered by this Agreement

shall receive a one percent (1.0%) across the board increase added to the base salary.

- C. All employees eligible for negotiated within-range step increases shall receive an automatic four and one-half percent (4.5%) within grade increase in accordance with their eligibility date in each year of the agreement.

## **SECTION 2 Health Insurance**

The State agrees to continue to provide group health benefits to all eligible bargaining unit members covered by this Agreement. Employees will have health plan options of Plan 3 Plus (modified to include a comprehensive major medical health benefits overlay, the \$300/\$400 inpatient deductible will apply to all benefits up front before insurance coverage begins) and Iowa Select, a PPO with a benefit design incorporating the cost containment features provided for in subsection B, Cost Containment, as well as such managed care organizations (MCOs) plans as are offered annually by the State.

The State further agrees to contribute towards the cost of health benefits as follows:

### **Single Plans:**

In each year of the Agreement, the State shall contribute the total premium cost for all single coverage.

### **Family Plans:**

On January 1, 2008, the State's monthly contribution to all family plans shall be eighty percent (80%) of the Iowa Select family total premium. Employees may apply this dollar amount to the plan of their choice.

On January 1, 2009, the State's monthly contribution to all family plans shall be eighty-five percent (85%) of the Iowa Select family total premium. Employees may apply this dollar amount to the plan of their choice.

Family plans will be available to Domestic Partners, provided they meet the requirements set forth by the State and its carriers. The State will pay the State's contribution toward the family premium of the selected plan. Any forms or affidavits necessary to initiate such coverage will not be made part of this contract.

### **Double-Spouse:**

When a husband and wife are employed by the State, at the

option of the couple, one family plan may be elected. The State's contribution to double-spouse coverage will be the full premium. When a husband and wife are employed by the State and one spouse is a full-time employee and one spouse is a benefit-eligible part-time employee, at the option of the couple, one family plan may be elected. The State's contribution to above stated double-spouse family coverage will not exceed the full premium.

**Cost Containment:**

For the first six (6) months of this agreement, the State health benefit modified Plan 3 Plus and IUP Select will include a cost containment program requiring precertification of all non-emergency inpatient admissions, post-certification of emergency inpatient admissions, continued inpatient stay review, individual case management, and payment reductions for program non-compliance. As of 8/1/95, outpatient mental health and substance abuse care will require precertification or payment reductions will occur for program non-compliance. Additionally, as of 8/1/97, there will be a \$25,000 lifetime maximum per couple for infertility benefits, use of a mental health network is required or benefit reduction will occur, and diabetic education is a covered benefit.

Deductible 3 Plus and Iowa Select will include the following cost containment features:

- 1). Required precertification of all non-emergency inpatient admissions.
- 2). Required post-certification of emergency inpatient admissions.
- 3). Continued inpatient stay review.
- 4). Individual case management.
- 5). Payment reductions for program non-compliance.
- 6). Required precertification of outpatient mental health and substance abuse care.
- 7). Required use of a mental health network.
- 8). \$25,000 lifetime maximum per couple for infertility benefits.
- 9). Diabetic education.
- 10). In Iowa Select there is a \$50 emergency room co-payment without consideration of any other deductible.
- 11). In Iowa Select there is a three-tier drug card program in which there is a \$5/\$15/\$30 (generic/brand name formulary/brand name non-formulary) co-payment and a separate \$250/\$500

out of pocket maximum. If a generic equivalent is appropriate and available and the member chooses a brand name drug, the member is responsible for the co-payment plus any difference between the maximum allowable fee for the generic drug and the maximum allowable fee for the brand name drug, even if the provider has specified that the brand name drug must be taken.

- 12). A mail order prescription provision where two co-payments will be paid for a 90 day supply for maintenance drugs determined by the carrier.
- 13). A \$15 standard office visit co-pay will be included in Iowa Select. This co-pay applies once per date of service and applies to the exam only, deductible and coinsurance do not follow the co-pay for the exam. Coinsurance would apply to other office services and the co-pay will not count towards the out-of-pocket maximums.

### **Second opinions:**

Second opinions for elective surgery remain voluntary. For information regarding open enrollment periods, other enrollment changes, and movement among Plans, see Appendix D.

Any increases in premiums to be paid by employees that would otherwise take effect on January 1, 2010 will be implemented on July 1, 2010.

## **SECTION 3 Dental Insurance**

The State agrees to provide dental insurance benefits to all bargaining unit employees as set forth in Appendix C. The State shall contribute the full cost of single coverage to both single and family contracts. The employee may elect to purchase family coverage in accordance with the provisions of Appendix D (B. Dental Plan Section.) When a husband and wife are employed full-time by the State or one spouse is a full-time employee and one spouse is a benefit eligible part-time employee, at the option of the couple, one family plan may be elected. The State's contribution to double-spouse family coverage will be equal to two single contributions. If both spouses are benefit eligible part-time employees, the State's contribution will be one single contribution rate.

Effective January 1, 2006, family plans will be available to Domestic Partners, provided they meet the requirements set

forth by the State and its carriers. The State will pay the State's contribution toward the family premium. Any forms and affidavits necessary to initiate such coverage will not be made part of this contract. (For information regarding enrollment periods, other enrollment changes, and movement among Plans, see Appendix D, Dental Insurance Section.)

#### **SECTION 4 Life Insurance**

The Employer agrees that all employees shall be eligible to participate in the State employees' group life insurance program administered by the Human Resources Enterprise. Provisions of the group life insurance program are as follows:

- A. Eligibility for group life insurance begins on the first day of the month following thirty (30) days of continuous full-time employment. Full-time employees are those employees whose principal occupation is with the group policyholder and are regularly scheduled to work at least thirty (30) hours per week.
- B. Each full-time employee will be provided (at no cost to the employee) with an amount of group life insurance, plus an equal amount of group accidental death and dismemberment coverage, as indicated in the following schedule:

<u><b>AGE</b></u>	<u><b>LIFE INSURANCE</b></u>	<u><b>AD &amp; D INSURANCE</b></u>
Under Age 65	\$20,000	\$20,000
65 to 69	13,200	13,200
70 to 74	8,300	8,300
75 and over	5,700	5,700

- C. Each full-time employee will have the option of applying for supplemental life insurance coverage plus an equal amount of group accidental death and dismemberment coverage (to be paid by the employee) through payroll deductions as provided in the following schedule:

<u>AGE</u>	<u>MAXIMUM SUPPLEMENTAL LIFE INSURANCE</u>	<u>MAXIMUM SUPPLEMENTAL AD &amp; D</u>
Under Age 65	\$40,000	\$40,000
65 to 69	26,400	26,400
70 to 74	16,600	16,600
Age 75 – 79	11,400	11,400
Age 80 & Over	8,000	8,000

- D. 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 not require medical underwriting provided that employees make application within thirty (30) calendar days of their date of employment. All amounts above this initial one-eighth increment will require medical underwriting.
- E. 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.

## **SECTION 5 Disability Insurance**

The State agrees to continue the existing disability insurance program within the various State departments and institutions for the duration of the Agreement except that the \$2,000 maximum benefit for General Government employees will be increased effective January 1, 2007 to \$3,000. The LTD benefit will be 60% of covered monthly salary regardless of length of service (60% of up to \$60,000 annual salary.) The State further agrees to continue to pay the entire cost for such disability insurance. For members of the bargaining unit, the qualifying period for eligibility for benefits under this insurance will be as set by statute

## **SECTION 6 Workers' Compensation Benefits**

Worker's Compensation insurance has primary responsibility for workers' compensation injuries. The Employer shall ensure that medical expenses of injured workers are paid to the extent coverable under group medical benefits as set forth in Article IX of this Agreement during the pendency of Industrial Commission appeal

proceedings for workers' compensation benefits and the Employer, or its insurance carrier, if any, shall continue to possess all rights of subrogation as provided by law arising from the payment of such expenses.

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

## **SECTION 7 Sick Leave**

- A. **Accrual** All permanent classified professional social services bargaining unit employees of the State shall accrue sick leave at the rate of one day for each full month of service. Sick leave shall not accrue during any period of absence without pay.
- B. **Utilization of Sick Leave** Employees may use accrued sick leave for personal illness (both physical and mental), bodily injuries, medically related disabilities resulting from pregnancy and childbirth or exposure to contagious disease: (a) which require the employee's confinement; or (b) which render the employee unable to perform assigned duties; or (c) where performance of assigned duties would jeopardize the employee's health or recovery.

Personal illness as defined above may include medically diagnosed illness or disability resulting from work stress, or personal medical or dental appointments which cannot be scheduled at times other than normal working hours.

The Appointing Authority may require a medical certificate or other appropriate verification for absences covered by this Article.

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

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

- C. **Sick Leave Accounts** The accrued sick leave shall be placed in

an employee's sick leave account.

- D. Cancellation of Sick Leave Separation from state service shall cancel all unused accumulated sick leave. However, when an employee is laid off, any unused accumulated sick leave shall be restored, provided the employee is re-employed by any agency of the state within one (1) year.
- E. Payment of Sick Leave upon retirement. Commencing July 1, 2006, employees will receive the following sick leave provisions. All nontemporary employees within the Social Services bargaining unit, working a full-time schedule shall accrue sick leave in accordance with the following:

<b><u>Sick Leave Balance</u></b>	<b><u>Rate of Accrual</u></b>
Zero to 750 hours	12 days per year
Over 750 hours to 1500 hours	9 days per year
Over 1500 hours	6 days per year

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 Accounts**

The accrued sick leave shall be placed in the employee's sick leave account. However, when an employee is laid off, any unused accumulated sick leave shall be restored, provided the employee is re-employed by the State within two (2) years.

**Payment of Sick Leave Upon Retirement**

Upon retirement, employees shall receive cash payment for accumulated, unused sick leave converted at the employee's current hourly rate. Initially, the employee will receive two thousand dollars (\$2,000) payable with the final pay period that includes the employee's retirement date. The remaining converted balance of the accrued sick leave balance shall be converted as follows:

Upon a bona fide retirement, employees will convert the remainder, after payment of the \$2000 addressed in the preceding paragraph, of the unused sick leave balance to a bank for purposes of purchasing health insurance after retirement. The Sick Leave

Balance for Conversion Rate purposes will be the employee's balance before payment of the \$2000 addressed above and will be converted according to the following schedule:

<b><u>Sick Leave Balance</u></b>	<b><u>Conversion Rate</u></b>
Zero to 750 hours	60% of Value
Over 750 hours to 1500 hours	80% of value
Over 1500 hours	100% of Value

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

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

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

#### F. Conversion Rights

1. Employees who have accumulated a minimum of thirty days (240 hours) in their sick leave account and who do not use sick leave for a full calendar month may elect to have one-half (1/2) day (4 hours) added to their accrued vacation account in lieu of adding one (1) day (8 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 two to one (one hour of vacation for every two hours of earned sick leave).
3. Employees who have made an election pursuant to this Section will be allowed to accumulate up to an additional twelve days (96 hours) beyond twice their annual vacation and unscheduled holiday entitlement.
4. Procedures for the implementation of this Section shall be governed, as provided in the directive issued August 10, 1978, by the State Comptroller, or as may be subsequently modified by the Human Resources Enterprise.

## **SECTION 8 Paid Annual Leave of Absence (Vacations)**

- A. The Employer agrees to provide employees with a formal annual paid leave of absence plan (vacation) as set forth below.
- B. Employees shall begin earning annual leave on their first day in pay status. Employees are eligible for and shall be granted annual leave as follows:
  - 1. Permanent Full-time Employees
    - a. Annual leave shall be based on the date of hire and accrue at the rate of eighty (80) hours (10 days) each year for a full year of service during the first four (4) years of service; one hundred twenty (120) hours (15 days) each year for a full year of service during the next seven (7) years of service; one hundred sixty (160) hours (20 days) each year for a full year of service after eleven (11) years of service; one hundred seventy-six (176) hours (22 days) each year for a full year of service after nineteen (19) years of service; and two hundred (200) hours (25 days) each year for a full year of service after twenty-four (24) years of service.
    - b. Annual leave may be accumulated up to twice an amount equal to the annual entitlement.
  - 2. School Year Employees Employees who are regularly employed on a school year basis for less than twelve (12) months out of a year shall be granted pro rata annual leave consistent with paragraph “1a” 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 “1a” above.
- C. Annual leave credits in any given year shall not be earned for any period of absence without pay.
- D. In scheduling vacation (annual leave), choice of time and amount shall be governed by seniority as defined in Article V, provided employees submit their vacation requests at least sixty (60) days in advance. Vacation requests submitted less than sixty (60) days in advance will be granted on a first come, first served, basis. Vacation requests will be answered within five (5) working days from the date of receipt unless such requests are submitted more than sixty (60) days in advance. The parties recognize that the Employer has the right to determine the number of employees

within each classification and work unit that may be on vacation at any give time; however, vacations shall be granted at times and in amounts most desired by employees whenever operations permit. Once vacation periods have been scheduled, the Employer shall make changes in employee vacation schedules only to meet emergencies or changes required for the implementation of this Section. In the event the Employer finds it necessary to cancel a scheduled vacation, the affected employee may reschedule his/her scheduling of his/her vacation into the ensuing calendar year as he/she desires, providing it does not affect other employees' vacation periods. Every attempt will be made to grant employees vacation at the requested time.

In the event of an illness or injury while an employee is on vacation leave, that portion of the vacation leave spent under the care of a physician may be substituted for and charged against the employee's accrued sick leave upon the employee's request and proof from the physician of an illness or injury and its duration.

- E. Employees in the bargaining unit may donate vacation to a catastrophic leave bank as provided in the State's catastrophic leave policy. The Union shall receive notice of all employees requesting catastrophic leave donations at the UE/IUP Des Moines and Cedar Rapids offices.

## **SECTION 9 Holidays**

- A. The Employer agrees to provide the following paid holidays per year: there shall be nine (9) scheduled holidays as set forth below. All employees within the social services unit shall receive an additional four (4) unscheduled holidays.

Unscheduled holidays shall be prorated and accrued on a pay period basis and added to the employee's accrued vacation account and shall be taken in accordance with the procedures set forth in Section 8 (Vacations) in this Article.

## **SCHEDULED HOLIDAYS:**

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

**Dr. Martin Luther King's Birthday**, 3rd Monday in January

**Memorial Day**, the last Monday in May

**Independence Day**, July 4

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

**Veterans Day**, November 11

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

**Friday after Thanksgiving**

**Christmas Day**, December 25

- B. Monday shall be recognized as a holiday for all holidays occurring on a Sunday and Friday for all holidays occurring on a Saturday for those employees on a Monday through Friday work week. For other than these employees, the holiday shall be deemed to fall on the day on which the holiday occurs.
- C. The Employer agrees that employees required to work on a holiday as provided above shall be compensated for such holiday by receiving equivalent compensatory time off at a later day, and if a holiday provided above falls on an employee's regularly scheduled day off, equivalent compensatory time off shall be granted at a later date. Holiday compensatory time earned will be added to the regular compensatory time account. When such compensatory time off is to be granted, it shall be taken at the request of the employee with the approval of the Employer.
- D. If a holiday falls on an employee's regularly scheduled work day, the employee will receive their regular shift pay. To be eligible for holiday pay, employees must be in pay status their last scheduled work day immediately before and their first scheduled work day immediately following each holiday.
- E. Employees shall not be eligible for holiday pay during a layoff or any period of leave of absence without pay.

## **SECTION 10 Holiday Premium Pay**

When an employee is required by the Employer to work on a state scheduled holiday, the Employer agrees to provide holiday premium pay at the rate of one and one-half (1 1/2) the employee's regular hourly rate for all hours actually worked. Such compensation shall be paid in cash and shall not be computed as hours worked

for compensatory time. In the event that Article VIII, Section 6 (Call Back) and this Section are both applicable, the employee shall be paid according to whichever provision is most beneficial to the employee.

### **SECTION 11 Extra Pay**

The Employer may, at its sole discretion, grant an incentive increase to bargaining unit employees, not to exceed three per cent (3%) of the employee's annual salary, providing that sufficient funds are available, in the Employer's estimation. The decision to grant or deny an incentive increase is not subject to the grievance procedure set forth in Article IV of this Agreement. Incentive increases which are granted shall be paid in one lump sum following the employee's performance evaluation and shall not be added to the base pay or carried over into subsequent evaluation periods.

### **SECTION 12 Selected IRS Pre-Tax Benefits**

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

The State will provide a program consistent with Internal Revenue Service (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 allowable dependent care expenses will be reimbursed.

Effective July 1, 2003, 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.

### **SECTION 13 Deferred Compensation**

For employees who are eligible for Internal Revenue Code Sec. 457, deferred compensation, the Employer shall match employee contributions \$1.00 for each \$1.00 contributed by the Employee up to a maximum of \$75.00 per month starting July 1, 2009.

## **ARTICLE X LEAVES OF ABSENCE**

### **SECTION 1 Eligibility**

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

### **SECTION 2 Request Procedure**

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

The immediate supervisor shall furnish a written response as follows:

Requests for leaves of absence not exceeding one (1) month shall either be granted or denied within five (5) working days.

Requests for a leave of absence exceeding one (1) month shall either be granted or denied within fifteen (15) working days.

### **SECTION 3 Leaves of Absence Without Pay**

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

#### **A. Parenting Leave**

Employees shall be granted a leave of absence without pay at the time of birth or placement of an adopted infant or child as follows:

1. The employee shall, whenever possible, submit written notification to the immediate supervisor at least four (4) weeks prior to the start of the anticipated leave stating the probable duration of the leave. Parenting leave shall be granted for a period of time up to but not to exceed six (6) months. Further, parenting leave shall not be combined with other leaves to exceed a total of six (6) months. Upon request, additional parenting leave without pay may be granted in 30 day increments not to exceed a total of 3 months unless the absence of the employee would cause a

substantial hardship on the operating efficiency of the employing unit.

2. In no case shall an employee be required to leave prior to childbirth unless she is no longer able to satisfactorily perform the duties of her position.
3. Except as provided under Article IX, Section 7 of this Agreement (Sick Leave), all periods of leave related to parenting shall be leaves of absence without pay.

### **B. Military Leave**

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

### **C. Unpaid Educational Leave**

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

The Employer agrees that at any one time up to fifteen (15) bargaining unit employees of the Department of Human Services may be granted an unpaid educational leave of absence not to exceed two (2) years in duration. The Employer further agrees that at any one time up to three (3) bargaining unit employees of the Department of Education (Vocational Rehabilitation), two (2) employees of the Department of Corrections, and one (1) employee from the Iowa Civil Rights Commission may be granted an unpaid educational leave of absence not to exceed two (2) years in duration. Selection of employees shall be on the basis of seniority unless such selection would impose a substantial hardship on the delivery of services.

To be eligible for unpaid educational leaves, an employee must have completed eighteen (18) months of service. The Employer will not be required to permit more than two (2) employees to be on unpaid educational leave simultaneously from the same work unit.

### **D. Medical Leave of Absence**

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

may be granted in increments for up to ninety (90) days not to exceed a total of one (1) year. Such leaves may not be unreasonably withheld. Extension of such leaves shall not impair an employee's right to long term disability.

Prior to an employee exhausting the employee's sick leave account, the Employer shall advise the employee of his/her right to a medical leave of absence without pay.

#### **E. Return Rights From Leave**

The Employer agrees to provide for the following rights upon an employee's return from any of the above approved leaves:

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

#### **F. Fringe Benefits**

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

### **SECTION 4 Reduction in Force Leave**

Upon the Employer's determination to lay off bargaining unit employees, the Employer will announce the number of bargaining unit employees in each layoff unit that will be laid off. The Employer will post the above announcement in each office of the affected layoff unit where bargaining unit employees are located for five (5) calendar days. No later than the fifth (5th) day of posting, permanent employees not designated for layoff and who are in the same classification series affected by the layoff may apply for an unpaid leave of absence. The Employer shall grant such leaves, by seniority within class series and layoff unit up to the same number of employees as were scheduled for layoff. The number of employees to be laid off shall then be reduced by the number of leaves granted. The period of such leave shall be for one year, but may be extended by mutual agreement of the employee and the Employer.

Return from leave shall be in accordance with Article VI, Section 2(H)(2).

## **SECTION 5 Paid Leaves of Absence**

### **A. Jury Duty**

An employee on jury duty will be continued on the payroll and be paid his/her straight time hourly rate for his/her normally scheduled hours of work. Upon return from jury duty, the employee shall present evidence of the amount received for such jury duty and remit that amount to the Employer, less any travel or personal expenses paid for the jury service. If employees elect to use paid annual leave in lieu of work time for jury duty, they may retain the jury duty payment. Time spent in court and reasonable travel time shall be deducted from an employee's scheduled work hours for the day in question.

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

An employee who reports to 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.

### **B. Court Appearance**

When, in obedience to a subpoena or direction by proper authority, an employee appears as a witness for the Federal Government, the State of Iowa, or a political subdivision thereof, or in a private litigation, the time spent shall be considered as a leave of absence with pay provided the employee is not a party to the proceedings. The employee shall remit witness fees to the Employer.

### **C. Paid Educational Leave**

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

### **D. Voting Leave**

On a general election day, any employee eligible to vote in that election is entitled to paid time off for the purpose of voting if the employee's regularly scheduled work hours do not allow a two hour

period away from work when polls are open. Application for time off for voting should be made to the employee's supervisor prior to election day. The time to be taken off may be designated by the supervisor.

## **SECTION 6 Paid Personal Leave**

### **A. Eligibility**

Bargaining unit members employed at the beginning of the fiscal year (July 1) will be permitted to use up to forty (40) hours of paid personal leave each fiscal year, with prior approval of the Employer. A reasonable attempt will be made to grant the leave at the requested time. Employees hired after the start of the fiscal year shall have their personal leave prorated for the fiscal year in which they are hired. Part-time employees shall have their personal leave prorated in accordance with the authorized FTE of their position.

### **B. Carry Over**

Employees may carry over up to forty (40) hours of unused paid personal leave to the next fiscal year, for a maximum utilization of eighty (80) hours in the next fiscal year.

## **SECTION 7 Family and Medical Leave Act**

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

## **ARTICLE XI MISCELLANEOUS**

### **SECTION I Work Rules**

The Employer agrees to establish reasonable work rules. The Union reserves the right to grieve the application or reasonableness of any work rule so established. These work rules shall not conflict with any of the provisions of this 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 which regulate the personal conduct of employees.”

## **SECTION 2 Payment of Employee Moving Expense**

When employees are transferred at the direction and benefit of management, the following procedure governing moving expenses shall be applicable:

### **A. General Policy**

1. Moving expense will be allowed only if there is a permanent change in the employee's official duty station.
2. No moving expense will be allowed if the move is primarily for the benefit or convenience of the employee.
3. For moves of less than twenty-five (25) miles, no moving expense will be allowed unless the Director of the Human Resources Enterprise has given prior approval.

### **B. Subsistence at the Time of Transfer**

Subsistence reimbursement, up to the maximum daily amount as provided by the Human Resources Enterprise Rules, may be allowed upon the recommendation of the responsible administrative person for a maximum of forty-five (45) calendar days after the effective date of the transfer. Subsistence reimbursement will end on the date the employee's household goods are moved to the new domicile, or at the end of the forty-five (45) calendar days, whichever comes first. Weekend travel between the new duty station and the employee's former home may be reimbursed as provided in Iowa Code Section 70A.9 if the expense does not exceed the amount that would have been allowed had the employee remained at the new domicile.

### **C. Procedure for Obtaining Approval and Payment of Moving Expenses**

1. The State Accounting Enterprise, in pre-auditing moving expense claims, will determine that charges are reasonable and proper. Reimbursements will be limited to the amount the most economical carrier on their list charges, unless prior approval is granted by the Chief Operating Officer of the Human Resources Enterprise.
2. If an employee owns a mobile home, he/she may, along with or instead of the procedure above, obtain at least two (2) bids on the moving of the mobile home. The bids should include estimates for

disassembly and assembly of any attachments, lean-tos, cabanas, or modular homes. The employee shall submit these estimates to the agency and in consultation with the administrative head choose the most economical carrier or method. The employee is responsible for making arrangements for the move.

- 3 a. After the move is completed, the employee will furnish the agency with the proper documentation needed to prepare the claim for payment. The official gross, tare, and net weights are to be attached to the carrier's invoice.
  - b. In case the employee wishes to pay the carrier immediately after the move (or is requested by the carrier to do so), the employee may claim reimbursement from the State by using the appropriate expense voucher. All supportive documents that are required by the State must be furnished by the carrier to the employee who must attach them to the claim along with the invoice clearly marked by the mover "Paid in Full."
4. Neither the agency nor the State of Iowa shall be responsible for loss or damage to an employee's household goods.

#### **D. Disallowed Moving Expense**

No charges will be allowed for the cost of moving boats, horses, pets, or non-household goods.

#### **E. House Hunting Time Off**

Employees shall be allowed reasonable time off as needed, not to exceed sixteen (16) working hours with pay to seek permanent residence when required to move by the State.

**F.** If this Section is in conflict with the State's relocation/reimbursement policy for executive branch non contract State employees, the employee will have the option to choose between this contract section and that policy.

### **SECTION 3 Payday**

For those employees currently being paid on a bi-weekly basis, the Employer agrees to continue such practice.

### **SECTION 4 Identification Cards**

Those employees currently receiving identification cards will continue to be furnished such cards by the Employer.

## **SECTION 5 Parking Fees**

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

## **SECTION 6 Retention of Disabled Employees**

It is the intent of both parties to encourage the retention of employees who may have become disabled while in state service. The parties agree that reasonable job modification in accordance with the Americans With Disability Act (ADA) may be necessary in order to retain the employee.

The parties agree that the provisions of this Section may not be appealed to arbitration under Article IV of this Agreement, since the ADA provides an appropriate and adequate remedy to aggrieved employees.

# **ARTICLE XII HEALTH AND SAFETY**

## **SECTION 1 Tools and Equipment**

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

## **SECTION 2 Buildings**

The Employer shall make a good faith effort to provide and maintain all buildings, facilities, grounds and equipment in accordance with directions of the applicable federal and state agencies. The parties agree that the provisions of this Section shall not be appealed to arbitration under Article IV of this Agreement.

### **SECTION 3 Protective Clothing**

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

### **SECTION 4 Safety Shoes**

Where the Employer requires employees to wear safety shoes, the Employer will furnish such shoes.

### **SECTION 5 High Crime Areas**

The Employer shall make a good faith effort to assure that employees are not required to enter high crime areas alone. The provisions of this Section shall not be construed to require the Employer to hire additional personnel.

### **SECTION 6 State Owned Vehicles**

All Department of Human Services Regions and Vocational Rehabilitation vehicles, which are used by employees, shall be equipped with flares, first aid kits, and fire extinguishers. Additionally, for winter travel, these vehicles will be equipped with a shovel, sand and a blanket.

### **SECTION 7 Video Display Terminals**

Where practicable and feasible, the Employer will make a good faith effort to provide appropriate work settings for VDT users, consistent with the availability of existing resources. The Employer will provide information and guidance to its work units which will assist them in creating an appropriate setting for the VDT user.

## **ARTICLE XIII**

### **EMPLOYEE PRODUCTIVITY AND DEVELOPMENT**

#### **SECTION 1 Training**

The Employer agrees to make a good faith effort, contingent upon the availability of adequate funding, to provide employees with such training as is necessary to carry out the duties of their assigned position as determined by the Employer.

## **SECTION 2 Performance Evaluations**

An employee's evaluation shall be discussed with the employee and the employee shall have the right to make comments thereon. The signing of the evaluation report does not signify agreement with the report, but only that the employee has seen the report, it has been discussed and the employee has been given an opportunity to make comments to be attached to and placed in the personnel file. A copy of the evaluation shall be placed in the personnel file and a copy of the evaluation shall be given to the employee.

Performance evaluations shall be fair and reasonable. Only performance evaluations having a rating below the meets expectations level may be grieved. Performance evaluation grievances shall not be arbitrated unless the proposed remedy of both the employee and the Union would raise the performance evaluation rating to or above the meets expectation level. Upon request from the Union, the Employer will provide to the Union all relevant documentation used to determine the evaluation rating after the filing of the grievance prior to the Step 1 meeting. Performance evaluations shall not be used as the deciding factor for eligibility for within-grade increases.

## **SECTION 3 Staff Development**

The Employer agrees to provide advance notice to the Union of any staff development programs established by the Employer. The Union shall be allowed to make staff development recommendations, however, the Appointing Authority retains the sole discretion to either accept or reject the proposed staff development recommendations.

The Employer shall establish an educational assistance program to provide employees with one (1) year of full-time employment an opportunity to improve their performance in their current position. The plan shall provide for Employer participation in the cost of tuition expenses based upon successful completion of individual job related courses and the availability of funds for that purpose.

## **ARTICLE XIV CONTRACTING OUT**

Prior to contracting out any work currently performed by members of the bargaining unit which would result in the application of the layoff procedures of this contract (Article VI), the Employer shall give the Union thirty (30) calendar days notice. The Union's president, two (2) other officials designated by the Union and consultant(s) may meet with a representative of the affected Department in order to discuss the impact of such contracting out on the affected members of the bargaining unit. The Union officials and president shall be in pay status during such a meeting. The Union may present alternative measures to the proposed contracting out, however, nothing in this Section shall be construed to bind the Employer to accept or implement such alternatives.

## **ARTICLE XV GENERAL**

### **SECTION I Obligation to Bargain**

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

## **SECTION 2 Retention of Benefits**

The Employer agrees that prior to making any change in a written agency-wide policy, which is a mandatory subject of bargaining (excluding job classifications) 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 pursuant to 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 does represent a deterioration of an existing benefit, the Employer shall not make the change.

For the purpose of this Section the term “agency” means the individual departments of state government and each of the institutions within the Board of Regents.

In the event the parties are unable to agree as to whether a policy is a mandatory subject of bargaining, the question will be submitted to the Public Employment Relations Board.

## **SECTION 3 Savings Clause**

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by operation of 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.

In the event the parties fail to agree on provisions for substitution in fifteen (15) days following the start of negotiations, the parties shall request a list of five (5) arbitrators from the Public Employment Relations Board. The first strike shall be decided by a coin toss and the parties shall alternately strike until there is one name remaining who shall become the arbitrator. Either party may request a second list of arbitrators from the Public Employment Relations

Board if they so desire. The arbitrator shall decide between the management's and the Union's final offer as to which is the most appropriate substitute.

The decision of the arbitrator shall be final and binding on both parties.

Should any provision of this Agreement jeopardize the receipt by the State of any federal grant-in-aid funds or other federal allotment of money, the provision shall be deemed invalid. However, such invalidation shall not invalidate the remaining portions hereof and they should remain in full force and effect. The parties shall immediately renegotiate the invalid provision or in the absence of an agreement, submit the dispute to arbitration in accordance with the procedure set forth above.

#### **SECTION 4 Fair Share**

If "fair share" type legislation is passed and signed by the Governor for State of Iowa employees, the employer agrees to implement the legislation as mandated. The Union understands and agrees that the Governor has a constitutional obligation to consider and determine whether or not to sign any legislation presented to him, that no fair share legislation has been passed by the Legislature at this time, and that this proposal (and any contract into which this proposal may be incorporated) does not limit or impair in any way the exercise of the Governor's constitutional obligation regarding the enactment of legislation.

### **TERMINATION OF AGREEMENT**

The terms and conditions of this Agreement shall continue in full force and effect commencing on July 1, 2007, and terminating on June 30, 2009, unless the parties mutually agree in writing to extend any or all of the terms of this Agreement. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled.

**APPENDIX A**  
**EXECUTIVE BRANCH CLASSIFICATIONS**  
**PROFESSIONAL SOCIAL SERVICES (005)**

<b>CODE</b>	<b>PG</b>	<b>CLASSIFICATION</b>
00811	24	Employment Counselor
02569	28	Rehabilitation Counselor
02572	30	Rehabilitation Counseling Specialist
02576	26	Vocational Rehabilitation Specialist
03011	25	Social Worker 2
03016	27	Social Worker 3
03017	28	Social Worker 4
03018	29	Social Worker 5
03019	30	Social Worker 6
03054	25	Youth Counselor
03089	24	Income Maintenance Worker 2 *
03092	25	Income Maintenance Worker 3 *
03093	27	Income Maintenance Worker 4 *
03094	29	Income Maintenance Worker 5 *
03095	30	Income Maintenance Worker 6 *
03150	26	Disabilities Consultant
03174	27	Disability Examiner
03177	29	Disability Examiner Specialist
03178	31	Disability Examiner Specialist, Advanced
03310	28	Chaplain
03345	24	Child Support Recovery Officer
03437	27	Civil Rights Specialist
06453	27	Parole Board Liaison Officer
86419	28	Correctional Counselor

**EXCLUDED:** All other classifications of the State of Iowa.

## **APPENDIX B**

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

1. Department of Human Services:
  - a. Eight service areas as illustrated on Appendix B2
  - b. Institutions except for the Civil Commitment Unit for Sexual Offenders (CCUSO) treatment facility, which is considered a separate organizational unit.
  - c. Central Office
  - d. CSRO - Four Regions and Central Office as illustrated on Appendix B3
  - e. QC - Eight service areas as illustrated on Appendix B2
  - f. Case Management - Eight service areas as illustrated on Appendix B2
2. Department of Education:  
Five Districts by Bureau as illustrated on Appendix B4
3. Department of Corrections:
  - a. Institutions
  - b. Central Office
4. Department of Transportation
  - a. Districts
  - b. Divisions
5. Workforce Development
  - a. Labor Services Division by Bureaus
  - b. Divisions by Service Delivery Areas. Workforce Administration
6. Department of Natural Resources
  - a. Divisions
7. Department of Public Defense
8. Department of Public Health
9. Department of Public Safety
10. Department of Agriculture and Land Stewardship
  - a. By Divisions except Division of Soil Conservation
  - b. Division of Soil Conservation
    1. Central Office

## 2. Field Offices

### 11. Commission of Veteran's Affairs

#### a. Director's Staff

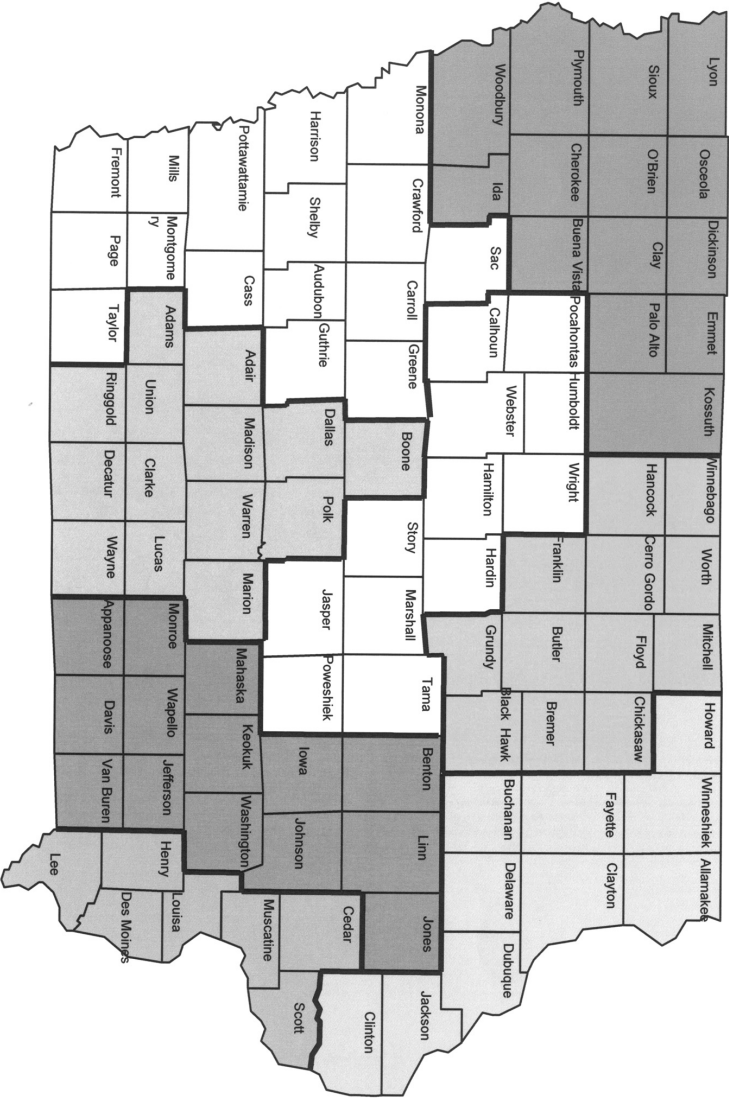
#### b. Iowa Veteran's Home

### 12. All other State Agencies

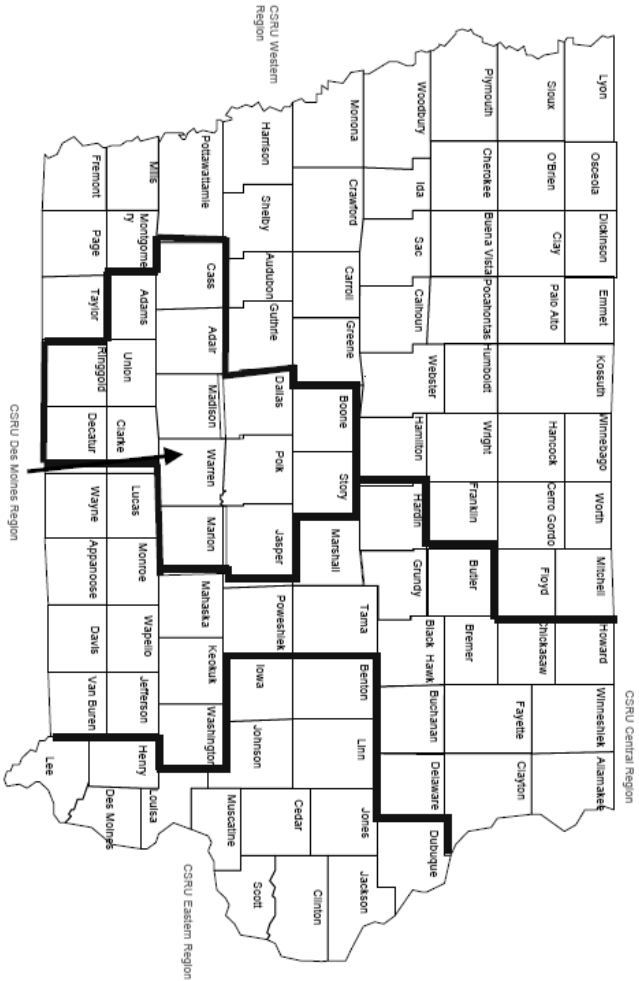
#### a. District

#### b. Division

# **APPENDIX B-2** **DEPARTMENT OF HUMAN SERVICES** **SERVICE AREAS**

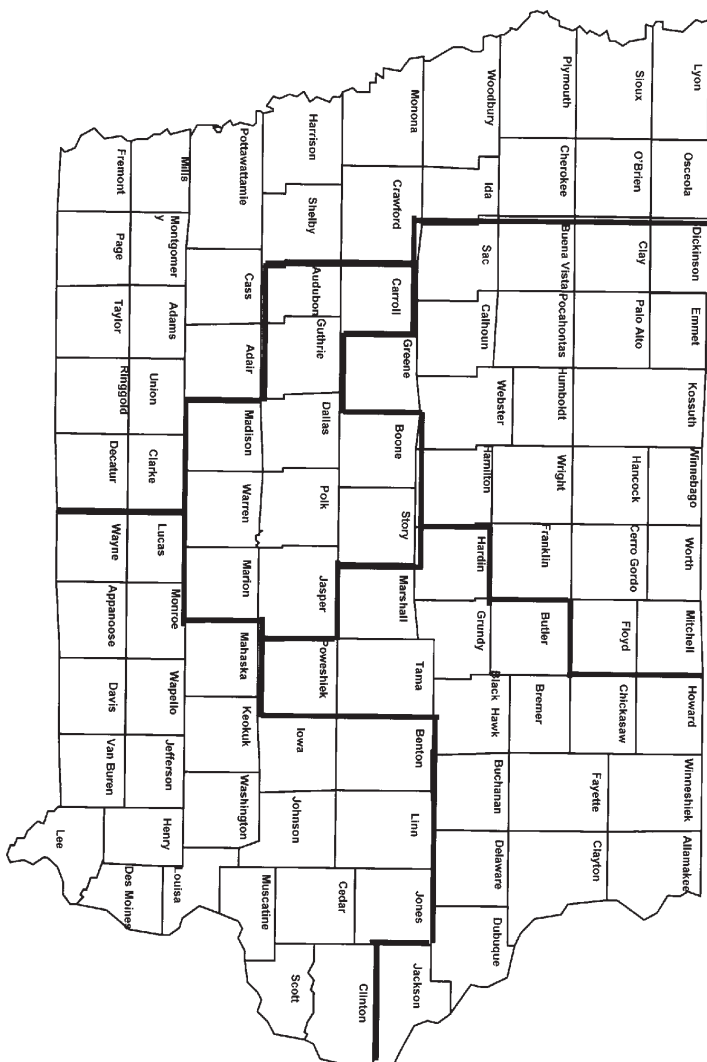


APPENDIX B-3  
CHILD SUPPORT RECOVERY



# APPENDIX B-4

## DEPARTMENT OF EDUCATION



## **APPENDIX C**

### **DENTAL BENEFITS COVERAGE**

The following is not intended to be a complete listing of available benefits or exclusions/ limitations, and is only a brief synopsis of plan benefits. Information concerning exclusions, limitations, and benefit administrative provisions may be obtained by calling the health carrier. Furthermore, the following plan descriptions do not alter, delete, or add to any existing contract defined health benefits. In the event of any ambiguity or inconsistency with the following plan descriptions, the plan document between the State and the carrier shall apply.

#### **1. Diagnostic and Preventative Services**

Plan payment at 100% UCR.

Routine examination and teeth cleaning once 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 in any 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 a single 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 fillings cannot be used.

Beginning January 1, 2006, the dental benefits shall include

surgical as well as non-surgical treatment for gum and bone (alveolar) diseases (surgical and non-surgical periodontics) at 50% coinsurance.

4. Prosthetics

Beginning January 1, 2006, the dental benefits shall include bridges and dentures at 50% coinsurance.

5. Annual Maximum Plan Payment

Beginning January 1, 2006, the annual maximum plan payment for all plan benefits shall be \$1,500 per member per year.

6. Orthodontics

Beginning January 1, 2006 the dental benefits shall include orthodontics to be paid at 50% coinsurance with a per dependent lifetime maximum of \$1,500.

**APPENDIX D  
ENROLLMENT PERIODS,  
OTHER ENROLLMENT CHANGES,  
MOVEMENT AMONG PLANS**

**1. Plan Year**

- a. The Plan Year for health, dental life and long term disability insurance, and pre-tax benefits begins on January 1 and ends on December 31 of each calendar year.

**2. Health Benefits Plans**

a. New Employees

New employees may enroll in single or family coverage within thirty (30) calendar days following their date of employment or during the first enrollment and change period following their date of employment. Employees and dependents not enrolled during these periods will be considered late enrollees, subject to an 18 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 30 calendar days of expiration of their Medicaid benefits.

c. Open Health Enrollment and Change Period

Beginning in October of each year, there will be a thirty (30) calendar day open enrollment and change period when employees

may freely select any health plan offered for which the employee may be eligible and add or remove dependents on their plan.

d. **Changes During a Plan Year**

Following a qualified event, at any time during the year, employees may make health insurance changes consistent with the event enrolled without a preexisting condition(s) waiting period, provided that timely application is made and that only dependants allowed by the event are added to or removed from coverage. A change may be made if a new application is submitted or enrollment is made via the online enrollment system within thirty (30) calendar days (60 days in the case of birth or adoption) of any of the following events:

- Marriage
- Death of spouse or dependent
- Adoption of a child, addition of step children or foster children to family
- Employee or spouse reaches age 65
- Spouse or dependents who have lost coverage.
- Employee, spouse or dependent becomes eligible for Medicare
- Divorce, annulment, legal separation, or dissolution of marriage
- Dependent no longer eligible (age 25 or over and no longer a full-time student, dependent marries, or over 19, no longer a full time student, and not living in the State)
- When an employee accepts a job with the Employer in another part of the state where an employee's plan is not available, the employee will be allowed to change to another plan.

If a single contract is in effect at the time of the birth of a biological child, the enrollee must submit an application form or enroll via the online enrollment system to change to a family contract within sixty (60) days following the date of the birth. The effective date of the family contract will be the first day of the month in which the biological child was born. Appropriate deductions for payment for the family contract will be taken retroactively to reflect the change to a family contract.

**Birth of a child**

At the time of a birth of a biological child, the Blue Select carrier will add the newborn to the existing family health contract when

information becomes available from any valid source that this birth occurred (e.g., hospital or professional claims submission and/or an enrollment form). The effective date of enrollment will be the date of birth. Note: HMOs and ODSs require that an enrollment form be completed by the subscriber within sixty (60) days of the birth.

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

- e. The Human Resource Enterprise may conduct or research health benefit-related projects of limited duration and scope designed to improve the quality, access, or affordability of health benefit programs for State employees. This provision includes, but is not limited to, development and implementation of a joint purchasing project among other public and private sector health benefit purchasers.

### 3. DENTAL INSURANCE PLANS

#### a. New Employees

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

#### b. PROMISE Employees

PROMISE program employees, as established by Executive Order Number 27, may enroll without underwriting in single or family coverage within 30 calendar days following expiration of their Medicaid benefits.

#### c. Enrollment and Change Periods

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

#### d. Changes During a Plan Year

Following a qualified event, at any time during the year, employees enrolled in the dental plan may make dental insurance changes consistent with the event provided that timely application is

made and that only dependants directly affected by the event are added to or removed from coverage. A change may be made if an application is submitted or enrollment is made via the online enrollment system within thirty (30) calendar days (60 days in the case of birth or adoption) of any of the following events and provided that only those dependents directly affected by the event are added to coverage:

- Marriage
- Death of spouse or dependent
- Adoption of a child, addition of step child or foster child to the family
- Employee or spouse reaches age 65
- Spouse who, through no election of their own, has lost coverage or involuntarily loses coverage through another employer (ie., discharge, layoff, plant closing or company closing) Proof of loss shall be the Involuntary Loss of Coverage Statement signed and dated by the previous employer (which all employers are required by federal law to provide upon request);
- Employee, spouse or dependent becomes eligible for Medicare
- Divorce, annulment, legal separation, or dissolution of marriage
- Dependent no longer eligible (age 25 or over and no longer a full-time student, dependent marries, or over 19, no longer a full time student, and not living in the State)

### **Birth of a child**

If a single contract is in effect at the time of the birth of a biological child, the enrollee must submit an application form or enroll online to change to a family dental contract within sixty (60) days of the date of the birth. The effective date of the family contract will be the first day of the month in which the biological child was born. Appropriate employee deductions for payment of the family contract must be paid retroactively to reflect the change to a family contract. Other family members, not affected by the birth, are not eligible to be added as a result of this “event.”

If the single contract holder does not submit the application or enroll online for family coverage within sixty (60) days of the birth of a biological child, there is no further opportunity to add this child unless the child would be eligible and affected due to another

qualified life event.

#### 4. Life Insurance Plan

##### a. Enrollment and Change Period

Beginning in October of each year, there will be a thirty (30) calendar day annual enrollment and change period when employees may decrease or make application to increase the amount of supplemental life insurance coverage. Any increases to coverage will be subject to medical underwriting.

##### b. Changes during a Plan Year

An employee can decrease, or make application to increase, the amount of supplemental life insurance coverage within thirty (30) calendar days of any of the following events:

Marriage;

Divorce, annulment, legal separation, or dissolution of marriage

Death of a spouse or dependant;

Birth of a child;

Change in the number of your dependants;

Change in the bargaining status if the benefits are difference between bargaining classes;

Termination of a spouse's employment that results in loss of group life insurance;

Employee or spouse reaches age 65;

Any increase to coverage will be subject to medical underwriting.

## **APPENDIX E**

### **INSURANCE BENEFITS DESCRIPTIONS**

The following is not intended to be a complete listing of available benefits or exclusions/ limitations, and is only a brief synopsis of plan benefits for Deductible 3 Plus and Iowa Select (January 1, 2009 to December 31, 2009). Information concerning exclusions, limitations, and administrative provisions may be obtained by calling the health benefit carrier. Furthermore, the following plan descriptions do not alter, delete, or add to any existing contract-defined health benefits. In the event of any ambiguity or inconsistency with the following plan descriptions, the plan document between the State and the carrier shall apply.

DEDUCTIBLE 3 PLUS (January 1, 2009 – December 31, 2009)

Deductible:

\$300/400 Upfront for all services

Maximum annual out of pocket:

\$600/800

Inpatient hospital:

80% after \$300/400 deductible

Outpatient Hospital:

100% for surgeries, accidents (for all treatment within 72 hours of accident), and valid emergency care in hospital or office no deductible \$300/400 deductible

Physician: 80% after \$300/400 deductible

Inpatient CD/MH:

80% after \$300/400 deductible;

60 day per calendar year per member maximum

Outpatient CD/MH:

80% after \$300/400 deductible, use of mental health network required or a reduction in benefits will occur.

Routine annual physical exam limited to one per member per year and immunizations (non-hospital based settings):

80%, after \$300/400 deductible

Drugs:

80%, after \$300/400 deductible

Chiropractic:

80%, after \$300/400 deductible

Lifetime Maximum:

None (per member)

Preapproval of Inpatient Admissions:

Employee's responsibility

IOWA SELECT (January 1, 2009 – December 31, 2009)

Deductible:

\$250/500 Inpatient and outpatient services. \$50 co-payment for emergency room visits.

Maximum annual out of pocket:

\$600/800

Inpatient hospital:

90% after deductible. Prior approval of admission required.

Outpatient Hospital:

In Network - 90% after deductible

Out-of-Network - 80% after deductible

## Physician

In Network - 90% after deductible

Out-of-Network - 80% after deductible

## Inpatient CD/MH (pre-certification required):

In Network - 90% after deductible. Maximum of 60 days per member per calendar year. Use of mental health network required or payment benefit reduction will occur.

Out-of-Network - 80% after deductible. Maximum of 60 days per member per calendar year.

## Outpatient CD/MH:

In Network - 90% deductible waived in office setting. Use of mental health network required or payment benefit reduction will occur.

Out-of-Network - 80% deductible waived in office setting. Use of mental health network required or payment benefit reduction will occur.

## Routine Physicals:

In Network - 90% deductible waived in office setting. Limited to one exam per member per year.

Out-of-Network - 80% after deductible. Limited to one exam per member per year.

## Routine Eye Exam:

In Network - 90% deductible waived. Limited to one exam per member per year.

Out-of-Network - 80% after deductible. Limited to one exam per member per year.

## Routine Hearing Exam:

In Network - 90% deductible waived. Limited to one exam per member per year.

Out-of-Network - 80% after deductible. Limited to one exam per member per year.

## Immunizations

In Network - 100%

Out-of-Network - 90%

## Drugs

A three (3) tier drug card program in which there is a separate \$250/\$500 drug card out-of-pocket maximum and a \$5/\$15/\$30 (generic/brand name formulary/brand name nonformulary respective) copayment. If a brand name drug is purchased when

an FDA approved generic equivalent is available, the employee is responsible for the copay and any difference between the billed charge for the brand name and the billed charge for the generic.

Oral Contraceptives - are covered benefit

Chiropractic:

In network: 90% deductible waived in office setting.

Out-of-Network: 80%, after deductible

Lifetime Maximum:

None (per member)

Preapproval of Inpatient Admissions:

Employees responsibility (prior approval by Select Provider required to receive higher level of coinsurance).

## **APPENDIX F**

### **OATH FOR THIRD STEP GRIEVANCES**

The following written oath will be signed by all witnesses at the commencement of the 3rd step meeting:

I solemnly swear, or affirm, the testimony I am about to give is true.

SIGNATURE(S)

DATE


## **APPENDIX G**

### **DISCIPLINARY REDUCTION IN PAY**

The parties agree that reduction in pay may be an appropriate disciplinary action taken in cases involving employees who have violated attendance policies or who have demonstrated less than competent or inadequate job performance. This action would be imposed in lieu of suspension. It would be used in those cases where the employee's presence at work is necessary to correct

the misconduct (absenteeism) or performance problems or where further absence from the work site would be counterproductive. Reduction in pay in these cases would be temporary in nature and would approximate the dollar loss of the appropriate suspension. Such reductions in pay would be in pay step increments.

**APPENDIX H**  
**HOURS OF WORK**  
**DEPARTMENT OF HUMAN SERVICES**

1. The Employer has the right to schedule hours, without the employee's consent, based on the following parameters:
  - A. The normal work week is Monday through Friday.
  - B. Normal work hours are between 7:00 a.m. and 6:00 p.m.
  - C. The regular work schedule will be Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m. (Normal rest periods and lunch hour language applies.)
  - D. Hours over those scheduled will be accrued as compensatory time or paid in cash, in accordance with the contract.
  - E. Employees will be notified in writing two weeks in advance of any schedule change.
  - F. Management cannot reschedule within that two weeks to avoid compensatory time, unless the individual employee consents.
2. Any schedule that is different from what is provided for in paragraph 1 must be mutually agreed upon in writing between the Employer and the employee. Either party may revoke a schedule that varies from paragraph 1 with two weeks notice.
3. This agreement covers only Social Workers 1 through 6, and Income Maintenance Workers 1 through 6. It does not include any other job classifications, and also excludes Social Workers working at any State institution.
4. In those offices that currently periodically schedule Social Worker 3, Family Therapists or Family Preservationists after the hours of 6:00 p.m., Management may continue that practice, and not pay compensatory time for such work until over 40 hours in a work week.
5. This Appendix is solely limited to the above job classifications,

and is not intended to be used in any other grievances, or as a precedent for any other job classifications.

6. When Management requires an employee to be immediately accessible and able to report within one hour, the employee will be provided standby pay except if there is a mutual agreement to waive such pay under an unfixed variable schedule.

## **APPENDIX I CORRECTIONAL COUNSELOR HOURS OF WORK**

### **A. Assignment of Work**

The Employer has the right, if necessary, to schedule correctional counselors, pursuant to the following provisions:

1. Correctional Counselors may consent to work outside the Monday through Friday 7:00 a.m. to 6:00 p.m. parameters. Correctional Counselors who volunteer must, however, commit to working outside the parameters for at least a (90) ninety day block of time not to begin before July 1, 1995. For subsequent 90 day blocks the Correctional Counselor volunteer, if not the least senior, may elect not to work outside the parameters, but must give 30 day notice, to the supervisor, before the ninety day period expires.

2. In the absence of any volunteers to work outside the parameters, of Monday through Friday, 7:00 a.m. to 6:00 p.m., the State may assign after July 1, 1995 the least senior Correctional Counselor. After working 90 days, the least senior Correctional Counselor who has been assigned these hours may, for the subsequent 90 day blocks request that the Employer ask for volunteers provided the Correctional Counselor has given 30 days notice. If there, however, are no volunteers or less senior Correctional Counselors, the least senior Correctional Counselor must continue to work outside the parameters.

3. Each institution will be considered a separate employing unit for the purposes of determining the least senior Correctional Counselor.

### **B. Compensation**

Correctional Counselors assigned to work outside the Monday through Friday 7:00 a.m. to 6:00 p.m. parameters will receive shift

differential pay of \$.60 per hour for all hours in the scheduled shift.

### C. Subcontracting

The Employer and UE/IUP mutually agree to assemble a joint labor-management committee comprised of three union (UE/IUP) representatives and three management representatives, if the Employer determines that it is in the best interest of the State to “contract-out” duties currently performed by Correctional Counselors. The Department of Corrections’ Director will notify the Union President in writing of this determination. The Department of Corrections’ Director shall convene the committee. The committee must convene within 2 weeks after the Department of Corrections’ Director gives written notice to the Union President. The committee will have 45 days to make its final recommendations to the Department of Corrections’ Director. The committee will be in pay status for all meetings within their regular work hours. Time spent in these meetings cannot be used for purposes of computing overtime. The Department of Corrections’ Director has full discretion in deciding to “contract-out” by either rejecting or accepting the committee’s recommendations.

4. With the mutual agreement of local institutional management and the employee, Correctional Counselors may work straight eight hour shifts within the 7:00 a.m. to 6:00 p.m. parameters.

## **MEMORANDUMS OF UNDERSTANDING**

### **MEMORANDUM OF UNDERSTANDING # 1**

#### **Re: Orientation**

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

Where the Employer does not have a formal orientation program, the Employer will notify the Local Union President and/or Chief Steward that a new employee(s) has been hired. The Employer will allow, as the Union may elect, either up to thirty (30) minutes for the Union orientation with the new employee to be scheduled by the Employer within thirty (30) days of the date of hire, or the distribution to new employees represented by the Union a packet of information material furnished to the Employer by the local Union.

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

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

### **MEMORANDUM OF UNDERSTANDING # 2**

#### **Re: Discrimination**

Workers who believe that they are the victims of discrimination may file a complaint with the appropriate state or federal agency and initiate litigation to protect their legal rights.

While the parties agree that the language in this memorandum itself is not grievable, the language is not intended to preclude an employee from pursuing any grievance, such as an alleged violation of just cause provisions, otherwise available under the other applicable provisions of the contract.

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