

AGREEMENT

BETWEEN

BOARD OF REGENTS, STATE OF IOWA

AND

**THE UNITED ELECTRICAL, RADIO AND
MACHINE WORKERS OF AMERICA,**

LOCAL 896/COGS



Providing terms and conditions of employment
for graduate assistant employees
at The University of Iowa

July 1, 2007- June 30, 2009

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**ARTICLE I
AGREEMENT**

Section 1. Parties

This Agreement is entered into effective this 1st day of July 2007, between the Board of Regents, State of Iowa (hereinafter called the Employer) and the United Electrical, Radio and Machine Workers of America, Local 896 (COGS) (herein called the Union).

Section 2. Purpose

The purpose of this Agreement is to set forth the salaries, hours of work, benefits and other terms and conditions of employment for graduate assistant bargaining unit members at the University of Iowa.

**ARTICLE II
UNION RECOGNITION**

Section 1. Recognition

The Employer recognizes UE as the sole and exclusive bargaining agent for all employees as certified by the Iowa State Public Employee Relations Board on May 6, 1996 in case 5463 excluding all supervisors, managerial, and confidential employees, for the purpose of collective bargaining with respect to rates of pay, hours and other mandatory subjects of bargaining and those permissive subjects of bargaining which the parties have agreed upon herein, consistent with Iowa law.

Section 2. Appropriate Unit

The exclusive bargaining representative shall represent all of the employees in the bargaining unit as described in the Order of Certification by the Iowa Public Employment Relations Board, Case No. 5463, dated May 6, 1996 as follows:

Including: All currently enrolled graduate and professional students with a 25% or more appointment (i.e., teaching at least one course and/or providing service for at least 10 hours a week) employed as: Teaching Assistants (FT19), Research Assistants (FR19) or Law Research Assistants (FL19), who provide services to the University in exchange for salary compensation.

Excluding: 1. Research Assistants (FR19 or FL19) whose appointments are (a) primarily a means of financial aid which do not require the individuals to provide services to the University, or (b) which are primarily intended as learning experiences which contribute to the students' progress toward their graduate or professional program of study or (c) for which the students receive academic credit. 2. Graduate students appointed on federal training grants or federal fellowships. 3. Graduate students appointed as Fellows, (FT52), if they are not providing services as Teaching Assistants (FT19), Research Assistants

(FR19 or FL19) except as provided in paragraph 1 above. 4. Other graduate students holding any University appointments not specified in the "inclusions" above. 5. Employees included in any other bargaining unit. 6. Confidential or supervisory employees and all others excluded by the Act.

**ARTICLE III
DUES DEDUCTION**

Section 1. Check-Off

During the term of this agreement, the employer agrees to deduct regular union dues on a monthly basis, in accordance with the Constitution and By Laws of the Local Union, from the salary of each employee who authorizes such deduction in writing in accordance with the following CHECK OFF AUTHORIZATION:

CHECK-OFF AUTHORIZATION

To: (Name of Employer)

Date (Effective Date)

I authorize and direct you to deduct from my first pay of each month, while I am employed by the Employer in the Unit covered by the collective bargaining agreement, and irrespective of my membership status in the Union, an amount equal to UE membership dues, and an initiation fee as designated by the Union, and to promptly remit the same to UE Local 896, United Electrical, Radio & Machine Workers of America (UE). I understand that membership and the periodic payment of dues are not a condition of employment.

This assignment and authorization shall continue until revoked and cannot be revoked for a period of one (1) year from the date appearing above or until the expiration date of the current collective bargaining agreement between the Employer and the Union, whichever comes sooner, and shall be irrevocable for each succeeding year thereafter unless it is revoked by me within the ten (10) days preceding the end of any such period of irrevocability. Such notice of revocation shall become effective respecting the dues for the month following the month in which such written notice is given.

Revocation shall be effective only if I give you and UE Local 896, United Electrical Radio & Machine Workers of America (UE) written notice, and it is received or postmarked during the period specified above.

(Employee's Signature)

(Department/Work-Site)

Section 2. Monthly Dues Report and Remission

The Employer shall remit the amount of dues so deducted to the Financial Officer of UE Local 896 on a monthly basis, along with a report listing the names of all individuals from whom it deducted dues. No other employee organization shall be granted or allowed to maintain payroll deduction for employees covered by this Agreement.

Section 3. Indemnification

The Union will 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 Article.

Section 4. Iowa Law

An employee's dues deduction shall be terminable according to the provisions of Section 70A.19, *Code of Iowa*, 1993.

ARTICLE IV PUBLIC EMPLOYER RIGHTS

Section 1. Management Rights

The parties recognize that consistent with Section 20.7, *Code of Iowa* and this Agreement, the Employer will have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right to:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign and retain employees in positions within its authority.
3. Suspend, discipline or discharge employees for proper cause.
4. Maintain the efficiency of University 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 the Employer.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the public employer by law.

ARTICLE V
EMPLOYEE AND UNION RIGHTS

Section 1. Bargaining Unit Information

(A) On a monthly basis, the Employer will provide the Union with a listing of employees to include the employee's name, local address, local phone, work address, work phone, job classification, department of appointment, percent of appointment, pay basis for appointment, and the salary rate expressed as both appointed and monthly amounts.

(B) Where individuals have requested that local address and phone be restricted, the Employer will not list local address or phone, unless permission is granted by the employee.

(C) Fifteen (15) days prior to the fall semester, the Employer shall provide the Union with a detailed listing of all bargaining unit employees as described above.

Section 2. Bulletin Boards

The Union will be allowed to utilize one-half (1/2) of the space on existing bulletin boards, where available, that are used solely for the posting of information to employees in the bargaining unit. This provision will not apply to bulletin boards customarily used for the posting of notices to students or other groups of employees.

(A) Where existing bulletin boards are not available in any department employing twelve or more covered employees, the University will provide a bulletin board, to be installed in an appropriate location by the Employer, adjacent of existing bulletin boards whenever possible, and the Union will be allowed to utilize one-half (1/2) of the space in accordance with (A) above.

(B) No political campaign literature or material detrimental to the Employer or Union or any other inappropriate material will be posted. The Union is responsible for the content of postings on designated Union bulletin boards.

Section 3. Printing and Distribution of the Agreement

The Employer will provide the Union with 3500 printed copies of the Agreement by July 1, 2007. The Union will distribute copies to its representatives and members. The Employer and the Union shall also make the contract available via the web.

Section 4. New Employee Orientation

(A) The Employer agrees to offer a general orientation program for bargaining unit employees, as a forum to present general policy information, information on insurance and information on other matters of common interest to bargaining unit employees. Participation in such orientation sessions by employees will be voluntary. The Employer will schedule such orientation sessions at the beginning of the fall and spring semesters and give advance notice to the Union. The Employer reserves the right to recognize the State of Iowa's right to work policy, as reflected in Chapter 20 of the Iowa Code, in its presentation; however, the forum will not be used to criticize any actions or policies of the Union.

(B) The Union will be provided up to thirty (30) minutes preceding the Employer orientation program to present information to employees about the Union, as reflected in the published program outline. Employee participation in this segment of the program is also voluntary. This presentation will be made by a representative of the Union. Such presentations will not be used as a forum to criticize any actions or policies of the Employer, or to conduct any political activity.

(C) Representatives of the Employer and the Union may observe the orientation presentations in order to evaluate the effectiveness of this program and assure full compliance with this section.

ARTICLE VI APPOINTMENTS

Section 1. Letters of Appointment

(A) All newly appointed employees shall receive a letter of appointment that specifies the appointment title and the appointment percentage. Such appointment letter shall also include the effective dates, salary, teaching or work schedule, if known, and the departmental representative to contact for information regarding the appointment and associated benefits.

(B) *Reappointed* employees shall receive a letter of appointment no later than April 15 for the summer session and fall semester, or prior to November 1 preceding the spring semester, which specifies the appointment percentage. Such letters may be provided earlier if the terms of the appointment are known. For appointments which become available after April 15 or November 1, the employee will be notified in writing as soon as is feasible. Such appointment letter shall also include the effective dates, salary, teaching or work schedule, if known, and the departmental representative to contact for information regarding the appointment and associated benefits. If the department has previously committed to provide financial support over a period of time, the commitment shall be honored consistent with any appointment renewal guidelines in effect in the department.

(C) The letter of appointment shall include the following statement: The terms and conditions of employment, including but not limited to wages and benefits, in this position are governed by a collective bargaining agreement between the Board of Regents, State of Iowa and UE Local 896/COGS, the union representing graduate teaching and research assistants at the University of Iowa. Copies of this collective bargaining agreement are available from the Union and may be viewed either from the University web site:

<http://www.uiowa.edu/hr/relations/Cogs/cogs.pdf>

or from the Union web site:

<http://www.cogs.org>

(D) Teaching assistants will be informed of their specific course assignments as soon as determined by the appointing department.

Section 2. Appointment Postings

Not later than March 1 for fall semester and summer session appointments, and October 1 for spring semester appointments, each Department shall post the following employment information for the next academic session:

(A) The process by which graduate students may apply for teaching and research assistant appointments in the department.

(B) Information will also include a brief description of the anticipated duties, probable number of teaching or research appointments, course titles for teaching assignments, percentage of appointment, and qualifications required by the employer for appointment.

(C) Information provided will also include the application deadline and the name or location of an office where inquiries or applications may be made.

(D) The posting of graduate assistant employment opportunities shall include the following statement: The terms and conditions of employment, including but not limited to wages and benefits, in this position are governed by a collective bargaining agreement between the Board of Regents, State of Iowa, and UE Local 896/COGS, the union representing graduate teaching and research assistants at the University of Iowa. Copies of this collective bargaining agreement are available from the Union and may be viewed either from the University web site:

<http://www.uiowa.edu/hr/relations/Cogs/cogs.pdf>

or from the Union web site:

<http://www.cogs.org>

(E) The above referenced information will be posted on clearly identified bulletin boards designated by each department and clearly accessible to graduate students. Copies of such postings will be provided to the Union within ten (10) calendar days of posting dates listed above. Departments and programs seeking to employ graduate assistants from other disciplines may also post opportunities on the web site maintained by the Employer for the purpose of giving graduate assistants access to such postings:

<http://www.grad.uiowa.edu/Students/GradAssistBB/>

(F) Appointments that become available at other times of the year are not subject to the posting requirement. When such appointments become available, departments will, however, give consideration to previous applicants for similar appointments in the Department during the current academic year.

ARTICLE VII HOURS OF WORK

Section 1. Hours of Work/Percentage of Appointment as Employees

(A) Employees' hours of work are reflected in their percentage of appointment. Such hours of work are separate and distinct from the requirements imposed by academic programs in which employees are enrolled as students.

(B) It is understood that employees in this bargaining unit are engaged in professional activities of such a nature that the output produced, or the result accomplished, cannot be precisely standardized or measured in relation to a given period of time and that the time necessary to accomplish an assignment will vary.

(C) The appointment level shall be based on the appointing department's determination of the amount of time it should normally take to perform the assigned duties including orientation and training. Satisfactory performance of these duties shall not ordinarily require an effort exceeding the amounts listed below for standard appointments. However, the average number of hours per week over the course of a full appointment period as described herein, is an estimate rather than an exact time specification as illustrated below:

<u>Standard Appointment Percentages</u>	<u>Weekly Hours Averaged Over Period Of Appointment</u>
Three quarters (75%)	30
Two-thirds (66.7%)	27
Five-eighths (62.5%)	25
Half (50%)	20
Three-eighths (37.5%)	15
One-third (33%)	13
Quarter (25%)	10

Section 2. Off-Standard Appointments

The Employer may designate additional "off-standard" percentage appointments in which the hours of effort are proportionately consistent with the percentages listed in Section 1(c) above. The Employer shall provide a written determination of any "off standard" appointment to the Union upon request. The employer and its departments shall not use "off standard" appointments to avoid paying minimum salaries or salary increases as required by the provisions of this Agreement. In the event the Union disputes an "off-standard" appointment as determined by the Employer, it may raise such grievance at Level 2.

Section 3. Departmental Review of Appointments

Department chairs shall review each graduate assistant assignment to assure consistency and that appointment percentages accurately reflect the weekly hours of work averaged over the period of appointment described in this Article. Departments shall identify the task areas of the appointment and the approximate time expected to be dedicated to each of the task areas assigned over the term of the appointment, as either a weekly average or as a cumulative amount over the term of the appointment. This information will then be provided in writing to the employee at the beginning of their appointment.

If at any time over the course of an appointment, a graduate employee reasonably believes that his/her duties routinely require hours which will cumulatively exceed the hours of effort required by the appointment percentage over its full term, he/she may raise the matter with the Departmental Executive Officer. If no satisfactory resolution is achieved, the matter may be raised at Level 2 of the grievance procedure. In the event that an employee's claim is sustained informally or at any step of the grievance procedure, the Employer shall increase such employee's salary proportionately to the extra hours of effort required, or at the Employer's option if there is enough remaining time in the appointment, shall make an adjustment for the remainder of the appointment so that hours of effort are decreased proportionally.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 1. Grievance Definition

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

Section 2. Representation

Any aggrieved employee may be represented at all stages of the grievance procedure prior to Level 3 by herself/himself, or at the Union's option by a Union steward selected or approved by UE/COGS. UE/COGS shall have the right to be present at all levels as a party of interest.

Section 3. Notification of Stewards

UE Local 896/COGS shall furnish the Employer with a full list of Departmental Stewards as soon as they become available, but not later than October 1 of each academic year. The Union shall also inform the Employer of any changes to the Departmental Stewards list as they become available.

Section 4. Time Limits

Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. By mutual agreement, the parties may extend any and all time limits.

Section 5. Adjustment of Grievances

An effort shall first be made to adjust an alleged grievance informally between the employee (and his/her union steward, if so desired) and the immediate supervisor. Such informal efforts to resolve the grievance must be initiated within thirty (30) days following the time at which the aggrieved party could reasonably have been aware of the grievance. However under no circumstance shall a grievance be considered timely after twelve (12) calendar months from the date of the occurrence.

Level 1: If the grievance is not resolved through informal discussions, the grievant shall, within forty-five (45) days following the time at which the aggrieved party could reasonably have been aware of the grievance, commit the grievance to writing and describe the nature of the dispute and the remedy sought. The Departmental Executive Officer (DEO), or designee from within the department, shall meet with the grievant (and his/her Union steward, if so desired) and shall give a written decision of the grievance to the parties within fourteen (14) days after receipt of the written grievance.

Level 2: In the event the grievance is not resolved in Level 1, the decision rendered may be appealed to the Dean of the College or Vice President of the division, provided such appeal is made in writing within fourteen (14) days after receipt of the decision in Level 1. If a grievance has been appealed in Level 2 as described above, the Dean/Vice President or designee shall set a mutually satisfactory time to meet regarding the grievance to be held within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the Dean/Vice President or designee shall issue a decision to the union and the grievant(s).

Level 3: In the event the grievance is not resolved in Level 2, the decision may be appealed to the Associate Vice President for Finance and Operations and Director of Human Resources, or designee, provided such appeal is made in writing within fourteen (14) days after receipt of the decision in Level 2. If a grievance has been appealed to Level 3, as described above, the Associate Vice President or designee shall set a mutually satisfactory time to hear the grievance within ten (10) days after receipt of the appeal.

Within ten (10) days after the meeting, the Associate Vice President or designee shall issue its decision in writing to the parties involved.

Section 6. Employer Time Limits

The failure by the Employer or any of its representatives to give a decision within the prescribed time limits under this Article shall permit the employee and/or Union to proceed with the appeal to the next level. Notwithstanding this provision, the Employer fully accepts its good faith obligation to process grievances, confer with grievant(s) and their Union representatives, and issue written decisions in accordance with the procedure described under this Article.

Section 7. Emergency or Grievances of a General Nature

Grievances of a general or emergency nature or grievances affecting a class or group of employees may be initiated at Level 3.

Section 8. Arbitration Procedure

(A) Request: The Union may submit a grievance to arbitration with the consent of the grievant (if an individual employee), provided written notice of intent to arbitrate is delivered to the office of the Associate Vice President for Finance and Operations within twenty-one (21) days following receipt of the decision in Level 3 of the grievance procedure.

(B) Selection of Arbitrator: Upon submission of a request for arbitration, the parties may within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Iowa Public Employee Relations Board (PERB) to submit a panel of seven arbitrators. Within ten (10) days after receipt of the panel, the parties shall alternately strike names and the remaining name shall be the arbitrator to hear the grievance. The parties shall promptly notify the arbitrator of her/his selection.

(C) Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator.

(D) Decision: The arbitrator so selected shall confer with the Employer and Union representatives and hold hearings promptly and shall issue her/his decision not later than thirty (30) days from the date of the close of the hearings or, if written briefs have not been waived, then from the date the final statements and proofs on the issues are submitted to her/him. The arbitrator's decision shall be in writing and shall set forth her/his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall not have power to alter, add or detract from the specific provisions of the

Agreement. The decision of the arbitrator shall be submitted to the parties and shall be final and binding on the parties.

(E) Expenses: The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Employer and the Union. Any other expenses incurred shall be paid by the party incurring the same.

ARTICLE IX ***WAGES***

Section 1. Implementation

Salary increases provided in this Article for those bargaining unit employees on fiscal year appointments will be implemented July 1 of each year. Salary increases for all other appointments will be implemented at the beginning of the academic year.

Section 2. Minimum Salaries

(A) 2007-2008. The minimum salary rate for bargaining unit employees during the term of this Agreement will be \$16,277 for a 50% academic year appointment and \$19,894 for a 50% fiscal year appointment.

(B) 2008-2009. The minimum salary rate for bargaining unit employees during the term of this Agreement will be \$16,575 for a 50% academic year appointment and \$20,258 for a 50% fiscal year appointment.

(C) Appointments at a different percent time will receive no less than the prorated minimum salary rate for the term of their appointment.

(D) Summer Session Teaching Assistant Appointments. The minimum salary rate for academic year bargaining unit employees during the term of this Agreement will be calculated as a percentage of the salary of an academic year appointment, as stated here:

3-week session (1 course): 2/9 of 50% academic year appointment

6-week and 8-week sessions (1 course): 2/9 of 50% academic year appointment

6-week and 8-week sessions (2 courses): 2/9 of 100% academic year appointment

(E) Summer Session Teaching Assistant Appointments. Summer session teaching assistants will be paid no less than the minimum salary rate for the previous academic year. Returning bargaining unit employees with academic year appointments who are on a summer appointment will have their base summer salaries calculated on their previous academic year salaries.

Section 3. 2007-08 Academic and Fiscal Year (Returning Employees)

(A) Returning bargaining unit employees will receive minimum salary increases of:

Academic Year (50% Appointment): \$292

Fiscal Year (50% Appointment): \$357

(B) Returning bargaining unit employees who are continuing at a different percent time will receive no less than the prorated value of the salary increase for the term of their appointment.

Section 4. 2008-09 Academic and Fiscal Year (Returning Employees)

(A) Returning bargaining unit employees will receive minimum salary increases of:

Academic Year (50% Appointment): \$298

Fiscal Year (50% Appointment): \$364

(B) Returning bargaining unit employees who are continuing at a different percent time will receive no less than the prorated value of the salary increase for the term of their appointment.

Section 5. Salary Distribution

The total salary of full semester, full academic year, full fiscal year, full 8-week and full 6-week summer appointments shall be paid in equal monthly installments. The total salary of other appointments shall be paid in monthly installments proportional to the percentage of appointment worked per month.

***ARTICLE X
HEALTH INSURANCE***

Section 1. Health Insurance

(A) **Plan Choices** Bargaining unit employees may choose between UI Grad Care or the Student Health Insurance Plan. Specific information regarding these plan options is available through the Benefits Office of the University Human Resources Office. Each year all eligible employees shall automatically continue coverage under the same insurance plan as long as they remain eligible for coverage, unless they indicate a desire to change their coverage. Any changes in plan choices or dependent coverage after the annual enrollment period must be made within thirty (30) calendar days of any qualifying event impacting their employment or family status, such as marriage, divorce, birth, adoption, death or loss of eligibility for coverage by spouse or dependent.

(B) **Individual Coverage** The Employer will contribute, for bargaining unit employees with academic or fiscal year appointments who elect the single UI Grad Care Plan, ninety percent (90%) of the premium cost per month.

The Employer will contribute, for bargaining employees with academic or fiscal year appointments who elect the single Student Health Insurance Plan, ninety percent (90%) of the premium cost per month.

(C) **Dependent Coverage** When dependent coverage is elected by the employee, the Employer will contribute seventy percent (70%) of the premium cost per month for dependent coverage (Employee/Spouse, Employee/Children, Employee/Family) toward the UI Grad Care Plan or the Student Health Insurance Plan.

(D) **Coverage** The provisions of UI Grad Care can be found in Appendix A.

(E) **Domestic Partners** Same-sex and opposite-sex domestic partners will be eligible for coverage and for Employer contributions toward Employee/Spouse or Employee/Family insurance programs, provided they meet the University's standards of eligibility for domestic partner coverage. No contribution will be made if dependents, spouses or domestic partners are eligible for coverage under any other substantially equivalent employer-sponsored plan.

Section 2. Dental Insurance

(A) **Employer Contribution** The Employer will provide, for bargaining unit employees with academic year or fiscal year appointments, who elect single coverage, eighty-five percent (85%) of the premium cost for dental insurance each month. When dependent coverage is elected by the employee, the Employer will contribute seventy percent (70%) the premium cost per month for dependent dental coverage (Employee/Spouse, Employee/Children, Employee/Family).

(B) **Coverage** Provisions of the dental insurance plan are outlined in Appendix B of this agreement.

Section 3. Period of Coverage Bargaining unit employees appointed for a semester will receive the monthly insurance contribution for the semester appointed. Spring semester appointments will receive two additional contributions for summer coverage. An employee commencing an appointment of more than a semester after the beginning of the academic year shall receive the monthly insurance contribution for the duration of the appointment, including coverage for the summer. Summer coverage may be waived by a bargaining unit employee upon written request to the Employer. Insurance contributions for bargaining unit employees terminating during the term of their appointment will cease the month in which such termination occurs. Insurance contributions for fiscal year appointments will cease the month in which the appointment concludes.

Section 4. Employee Contributions The cost of any health or dental insurance plan elected by the employee in excess of the Employer's contribution shall be paid by the employee through monthly payroll deduction.

Section 5. Double Spouse Credit The Employer will provide the full cost of the health and dental plans selected, if and only if, both members of an employee-spouse/domestic partnership are members of the bargaining unit. This double spouse credit only applies to the Grad Care or Student Health Insurance plans.

Section 6. Insurance Increases Any changes in premium and resulting contribution rates will be effective on September 1 of each year.

Section 7. Eligibility To be eligible for Employer contribution as provided in this Article, an employee must be on an appointment of at least a semester and at least a 25% appointment. Employees with an appointment of less than a semester appointment shall not be eligible for Employer contribution, but may participate in an insurance plan at the employee's own expense through payroll deduction.

ARTICLE XI HEALTHCARE & DEPENDENT CARE SPENDING ACCOUNTS

Section 1. Spending Accounts

Bargaining unit employees may enroll in pre-tax spending accounts through payroll deduction, to provide reimbursement for qualified healthcare and dependent care expenses, on the same terms and conditions as other University staff. The University retains the right to make changes in the administration of these accounts, consistent with Internal Revenue Service regulations, and will notify the Union of such changes affecting bargaining unit employees.

ARTICLE XII PAID LEAVES AND HOLIDAYS

Section 1. Paid Leaves

(A) All employees with at least an academic year appointment shall be allowed two (2) weeks of absence, without pay deduction.

(B) All employees who serve fiscal year appointments shall be allowed three (3) weeks of absence without pay deduction.

(C) All paid leave must be scheduled with the approval of the employee's supervisor, to assure the maintenance of University operations. Such approval will not be unreasonably denied.

(D) In the event that the Employer specifically requires the employee to remain at work during previously approved leave time, the department shall give such employee thirty (30) days notice except in case of emergency. At such time, the Employee and the Department shall reschedule the leave time.

Section 2. Sick Leave

(A) Employees may be absent due to illness without loss of pay not to exceed 13.5 days during an academic year appointment, and 18 days during a twelve-month appointment. Different appointment periods will receive sick leave on a proportionally equivalent basis.

(B) For purposes of this provision, a day of sick leave means a day an employee is scheduled to work and is absent due to illness.

(C) If an employee has exhausted paid sick leave due to illness, he/she may request an unpaid leave of absence which will be granted at the sole discretion of the employer consistent with any applicable State or Federal regulations, or alternatively may request additional paid sick leave in accordance with Section 5 below.

Section 3. Family Illness Leave

Employees may use available sick leave for care of and necessary attention to ill or injured members of the immediate family (as defined in Section 4 of this article) or for parental leave including birth and adoption. Use of sick leave for this purpose is limited to five (5) work days per year.

Section 4. Bereavement Leave

(A) Employees may use available sick leave for three (3) work days when a death occurs in the employee's immediate family.

(B) For purposes of this section, the term "family" shall mean spouse, domestic partner, child, step child, foster child, parent, step parent, foster parent, grandparent, grandchild, sibling, brother-in-law, sister-in-law, or parent-in-law, and corresponding relatives of the employee's spouse/partner.

Section 5. Additional Paid Leave

Notwithstanding the provisions of Section 1-Paid Leave, Section 2-Sick Leave, Section 3-Family Illness Leave, and Section 4-Bereavement Leave, departments may grant additional paid leave. Such leaves may be granted provided the department determines the employee is able to meet the time and effort obligation reflected in the percentage of appointment over the full term of his/her appointment as defined in Article VII, Section 1.

Section 6. Jury Duty

(A) Employees on jury duty will not incur a loss of pay for time spent on jury duty. Upon return from jury duty the employee shall remit any amount of pay received for jury service to the employer, less any amount paid for travel or personal expenses.

(B) An employee summoned as a juror shall immediately inform his/her supervisor of the absence. An employee who reports for jury duty and is dismissed shall be expected to resume his/her normal duties following dismissal from service.

Section 7. Coverage Responsibility

In the event of absence of a teaching assistant pursuant to this Article, it is the responsibility of the teaching assistant, if necessary with the assistance of the department, to arrange coverage of classes with the approval of the teaching assistant's supervisor, if possible.

Section 8. Holidays

(A) Employees shall receive the following paid holidays which occur during the term of their appointment:

New Year's Day

Dr. Martin Luther King, Jr.'s Birthday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Day

A day before or after Christmas Day

(B) Monday will be recognized as a holiday for all holidays occurring on a Sunday and Friday for all holidays occurring on a Saturday.

(C) Employees may be absent for the above holidays unless the department specifically requires the employee to be on duty. At such time, the department and the employee shall schedule alternate paid time off. Departments will make an effort to minimize holiday

work for employees and if it requires work on a holiday, shall provide such employee(s) with no less than thirty (30) days written notice, whenever feasible.

ARTICLE XIII
UNPAID LEAVES OF ABSENCE

Section 1. Personal Leave of Absence

(A) An employee may be granted an unpaid leave of absence during the term of his/her appointment, upon request to and at the sole discretion of the Employer.

(B) Additionally, the Employer shall authorize leave requests in accordance with the provisions of the Family and Medical Leave Act of 1993.

Section 2. Union Leaves of Absence

(A) A graduate employee may be granted an unpaid leave of absence, not to exceed twelve (12) months, to take a job with UE Local 896/COGS, provided that the request for the UE Local 896/COGS leave of absence is made at least thirty (30) days in advance of the start of his/her appointment. The Employer may grant an extension of such an unpaid leave of absence for an additional period, not to exceed twelve (12) months.

(B) If a graduate employee takes a job with UE Local 896/COGS, the time in which a graduate employee serves in that position shall not be counted for any purposes as time spent working for the Employer.

(C) A graduate employee who takes a job with UE Local 896/COGS, but maintains his/her status as a student may purchase insurance benefits provided by this agreement.

(D) Duly elected Union delegates or alternates to meetings of UE shall be granted time off, without pay, not to exceed a total of ten (10) work days annually.

This time taken off pursuant to this section may be charged to paid leave of absence as provided in Article XI, Section 1, Paid Leaves or Leave of Absence without pay as the individual employee may designate.

The Union shall give the Employer at least ten (10) days advance notice of the employees who will be attending the meetings of UE.

Article XI, Section 7, Coverage Responsibility would also apply to leave pursuant to this Section.

**ARTICLE XIV
TRAVEL AND LODGING**

Section 1. Travel and Lodging

When bargaining unit employees are required to travel related to their employment, they will be reimbursed for their travel and lodging expenses consistent with University policy as applied to other University faculty and staff.

**ARTICLE XV
ISSUES OF GENERAL APPLICATION**

Section 1. Retention of Benefits

The employer agrees that prior to making any change in a written University-wide policy, which is a mandatory subject of bargaining and not otherwise covered by this Agreement, to meet and confer with the Union in an attempt to reach an agreement. In the event the parties are unable to reach an agreement, the matter will be submitted to arbitration pursuant to Article VIII 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. 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 Employee Relations Board.

Section 2. Work Rules

(A) 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 and limited to: "Rules promulgated by the Employer within its discretion which regulate the personal conduct of employees."

(B) At the beginning of each appointment, the department shall review any work rules or departmental policies relevant to the appointment, not limited to but including the access and use of office supplies and equipment, including computers, printers and copiers related to employment as determined by the employer, and any health safety and security policies that may be relevant to their employment. Any questions regarding these rules and policies during the term of the appointment should be addressed to the individual supervisor or their designee.

**ARTICLE XVI
HEALTH AND SAFETY**

The Employer agrees to provide a safe work environment for bargaining unit employees, consistent with applicable State and Federal regulations. The Union agrees to bring issues of concern to the Employer and work with the Employer to find constructive resolution.

**ARTICLE XVII
PERSONNEL FILES**

Section 1. Personnel Files

(A) The Employer will maintain personnel files for each bargaining unit employee. Only documents which pertain to the individual's employment and/or job performance will be included in such files. Documents which pertain only to an employee's academic progress will not be included in a personnel file.

(B) Employees will have the right to inspect their personnel files at a reasonable time and place as scheduled by the Employer. Access to personnel files will be limited to authorized representatives of the Employer, the employee, and a Union representative if so designated in writing by the employee.

(C) An employee shall have the right to respond to all materials contained in her/his file. Such responses shall be attached to the related report and become part of the personnel file.

(D) An employee may request in writing removal of any item in the file. Such request for removal must be received no later than ninety (90) days after placement of the item in the file. The written request shall also contain a rationale for the requested removal. If the Dean and the Provost agree, the item shall be removed from the personnel file. If the Dean and the Provost deny the request for removal, they will notify the employee in writing within thirty (30) days from the date of written request including the reason for denial.

(E) Any complaints directed toward an employee which are placed in her/his personnel file shall be promptly called to the employee's attention in writing and identified as being added to the file.

(F) The employee shall have the right to copies of contents of the file at her/his expense pursuant to 91.B1 of the Iowa Code.

ARTICLE XVIII
PERFORMANCE EVALUATIONS

Section 1. Performance Expectations

At the beginning of each appointment, the supervisor shall provide the employee with their expectations for performance in the position. This shall include any expectations for effort allocation, teaching or research methods, communication requirements, and include the criteria on which any job performance evaluation will be made, as well as when such evaluation will be provided.

Section 2. Performance Evaluation

A) The employee shall be evaluated based upon criteria related to their job performance, skills and professional development. Forms and criteria used for performance evaluations may vary by department. Each department may develop its own standard scale for evaluating employees. The evaluation form shall include an overall assessment of the employee's performance.

B) Any evaluation shall be reviewed by the evaluator with the employee upon its completion. The employee shall sign the evaluation form to indicate that the evaluation has been discussed with the employee and that the employee has received a copy of the evaluation. Signature of the employee does not necessarily mean that the employee agrees with the evaluation. Employees shall have five (5) working days to provide a written response to or comments on their evaluations. Such response and/or comments shall be attached to the evaluation.

C) An employee shall have the right to grieve an evaluation only if the overall assessment is less than satisfactory and such evaluation results in an adverse action by the Employer.

ARTICLE XIX
TRAINING

The Employer will provide instructional assistance for teaching and research assistants when warranted. This may include assistance in the areas of teaching methods, evaluation of student performance, oral and written communication, subject matter, research methods and/or laboratory procedures. Employees may suggest topics for training, to be provided at the discretion of the Employer.

ARTICLE XX
COMMUNICATIONS FORUM

Section 1. Purpose

A Communications Forum is established to create an opportunity for the exchange of views and information between the Employer and the Union regarding the administration

of this collective bargaining agreement and dialogue between the parties relating to other items of concern.

Section 2. Meetings

The parties agree to meet and confer upon the written request of either party once each semester of the contract years covered by this Agreement, or more as mutually agreed by the parties. The parties shall endeavor, whenever practical, to schedule such meetings within thirty (30) days of the original request. The party requesting the meeting shall provide an agenda with the request outlining the subject matter(s) to be discussed. The other party may add items to the agenda by notifying the other party within (10) business days of receipt of the initial agenda. The parties may modify these parameters by mutual agreement.

Section 3. Membership

Each party shall designate its own committee members, not to exceed seven (7) members. Such members shall be provided release time to attend scheduled meetings. Additional parties may attend by mutual agreement to present information related to the agenda.

Section 4. Scope of the Committee

The Committee may discuss the subjects of this agreement, its administration, health and safety, human resources, pedagogical concerns and other items of interest. Nothing in this Article shall create any obligation on the parties, other than to afford each the opportunity to be heard regarding items of concern. The Committee shall have no power to amend, modify or supplement the terms of this Agreement or to adopt, alter or amend the policies or practices of the Employer.

ARTICLE XXI DURATION

Section 1. Term

This agreement shall remain in full force and effect for a period of two years from July 1, 2007, and shall thereafter be continued for a period of two years until it expires on June 30, 2009.

Section 2. Successor Agreement

Negotiations for a successor Agreement shall commence on or about November 1, 2008, and proceed in accordance with Iowa law. If the parties fail to conclude a voluntary successor agreement, the impasse procedures of Chapter 20, Iowa Public Employee Relations Act shall be utilized.

Section 3. Effect

This agreement constitutes the entire collective bargaining agreement between the Union and the Employer and concludes collective bargaining for its term except as provided elsewhere in this Article.

Section 4. No Waiver

(A) Nothing in this Article waives any right or duty to bargain under the provisions of Chapter 20, *Code of Iowa*.

(B) Nothing in this Article waives any right the Union may have to bargain with the Employer concerning changes the Employer may wish to implement in matters not covered by this Agreement, but which are mandatory subjects of bargaining under Chapter 20 of the *Code of Iowa*.

Section 5. Signature

In witness whereof the parties hereto have caused this Agreement to be signed by their respective representatives and their signatures placed thereon, all on the 15th day of March, 2007.

Gary Steinke
Executive Director
Board of Regents, State of Iowa

Heather Waddell Gruber
President, UE Local 896/COGS

Ian Besse
Campus Chief Steward

Christopher Burgess
Blue Area Chief Steward

Jeffrey R. Yager
Green Area Chief Steward

Juan Ariel Ortiz-Navarro
Red Area Chief Steward

MaryAnn Martin
Yellow Area Chief Steward

Patrick Oray
At-Large Committee Member

APPENDIX A

UI GRAD CARE - PLAN PROVISIONS

1. Co-insurance Percentage - 10%
2. Out-Of-Pocket Limit - Single/Family \$1,100/\$1,700; Drug Card - \$1,100/\$1,700
3. Pre-existing Condition Waiting Period - None
4. Pre-approval of Inpatient Admissions - Required
5. Second Surgical Opinion - Voluntary
6. Prior Approval for Outpatient Surgery - Physician Discretion
7. Benefits Available from Nonmember Providers - Not available without approved referrals.
8. Preventive Care Office Calls - \$0
9. Routine Physicals - \$0, lab tests and materials - 10% co-insurance
10. Well-Child Care - \$0, including required immunizations
11. X-Ray and Lab - 10% co-insurance
12. Routine Eye Exam - \$10 co-payment (\$0 at UIHC)
13. Hearing Exam - \$10 co-payment
14. Room & Board - 10% coinsurance after \$75 daily deductible. Pre-approval of admission required. Semi-private room.
15. In-Hospital Physician Services - 10% co-insurance
16. Inpatient Surgery - 10% coinsurance
17. Out-patient Surgery - 10% coinsurance
18. Inpatient Supplies/Drugs - 10% coinsurance
19. Inpatient Tests, ICU, Operating Room, specialized care, etc. - 10% coinsurance
20. Immunizations - \$10 co-payment, \$0-children required immunizations

21. Allergy Treatments - \$10 co-payments
22. Chiropractor - \$10 co-payment, referral for over 12 visits
23. Ambulance - 10% co-insurance
24. Organ Transplants - prior approval
25. Emergency Room Care - 10% coinsurance after \$25 co-payment
26. Physical Therapy - 10% coinsurance
27. Blood, etc. - 10% coinsurance
28. Durable Medical Equipment - 10% coinsurance
29. Outpatient Chemotherapy - 10% coinsurance
30. Speech, Occupational & Respiratory Therapy - 10% coinsurance
31. Dental Accident Care - 10% coinsurance within 6 months of injury
32. Dependent Child Age Limit - 19 or unlimited if full-time student
33. Lifetime Maximum - none
34. Prescription Drugs - Rx Card \$7 or 25% whichever is greater
35. Contraceptives - covered
36. Mental Health - 10% coinsurance with pre-authorization, 50% without pre-authorization.
37. Outpatient Substance Abuse - 10% coinsurance
38. Employees and their families must use a University of Iowa provider and facility for their health services. These providers include the Student Health Clinic (restricted to only University students), Family Practice, Internal Medicine, Obstetrics and Gynecology, Pediatrics, or any of the University Community Health Clinics, such as the North Liberty and the Southeast Iowa City Clinic. Benefits under this plan are also provided for services received from out-of-area providers in cases of emergencies or accidental injuries, referrals under special circumstances, and for individuals temporarily living out of the area who have notified the University Benefits Office before leaving the area. A separate panel of providers is available for mental health and substance abuse care provided under 36 and 37 above.

APPENDIX B

DENTAL PLAN PROVISIONS

	<u>Co-payment: Plan/Member</u>
Diagnostic and Preventive Services:	100% / 0%
Routine and Restorative Services:	80% / 20% after \$25 deductible per year for single, \$75 for family
Major Restorative Care:	50% / 50% after \$25 deductible per year for single, \$75 for family
Orthodontics:	No coverage
Maximum annual benefit of \$1,000 per person, exclusive of accident care.	

APPENDIX C

LETTER OF UNDERSTANDING

With respect to the application of Article XII, Section 5 Additional Paid Time Off, the Employer and the Union agree that this provision empowers Departments to follow their usual procedures with respect to employees' absence from campus without loss of pay during the intersession period between fall and spring semesters, or spring and summer sessions. It is not the intention of the Union or the Employer to expand such absences to departments or job assignments where no procedure for such intersession absences exist. However, in such cases the Employer may grant such leaves on a case-by-case basis.

Gary Steinke
Executive Director
Board of Regents, State of Iowa

Heather Waddell Gruber
President, UE Local 896/COGS

March 15, 2007
Date

March 15, 2007
Date

APPENDIX D

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the Board of Regents, State of Iowa (hereinafter referred to as the "Employer") and the United Electrical, Radio and Machine Workers of America, Local 896/COGS, (hereinafter referred to as the "Union") as follows:

1. The Employer and the Union, through this Memorandum of Understanding, wish to affirm and acknowledge the dedication of both parties to the promotion of human rights and the elimination of discrimination.
2. Therefore, the parties affirm and support the University's Policy on Human Rights which provides that "in no aspect of its programs shall there be differences in the treatment of persons because of race, creed, color, national origin, age, sex, disability, sexual orientation, gender identity, or any other classification that deprives the person of consideration as an individual, and that equal opportunity and access to facilities shall be available to all."
3. Furthermore, complaints involving the interpretation, administration, or the enforcement of the Human Rights Policy are not subject to the formal grievance procedure in the collective bargaining agreement between the parties. Instead, the parties agree that employees may utilize the human rights enforcement procedures established by the University policy or as provided by law. Consistent with the University's informal human rights complaint procedures including sexual harassment informal complaint procedures, bargaining unit employees, accompanied by a union representative and/or other advocate of the employee's choice (if so desired), may pursue resolution of an employment-related complaint by meeting with their immediate supervisor. If the complaint is not resolved, it may be taken up with the departmental executive officer. Similarly, if the complaint is not resolved, it may be taken up with the appropriate dean, vice president or designee. The dean, vice president or designee will provide a written response to the complaint within thirty (30) days at the employee's request. At any point during the informal process, or if the complaint is unresolved with the vice president, dean or designee, bargaining unit employees, with or without the assistance of the union representative and/or other advocate, may initiate a formal human rights complaint or a formal sexual harassment complaint with the University's Office of Equal Opportunity and Diversity or the Charter Committee on Human Rights as applicable, or the appropriate external agency established by law.
4. Nothing in this Memorandum of Understanding shall be construed to restrict the University from modifying its policy on Human Rights using its procedures for policy development and revision, including procedures through the University's Office of Equal Opportunity and Diversity and through the Charter Committee on Human Rights.

This Memorandum of Understanding shall remain in full force and effect for a period of two years from July 1, 2007 through June 30, 2009.

Gary Steinke
Executive Director
Board of Regents, State of Iowa

Heather Waddell Gruber
President, UE Local 896/COGS

March 15, 2007
Date

March 15, 2007
Date

APPENDIX E

LETTER OF AGREEMENT

Whereas, this Letter of Agreement is entered into between the Board of Regents, State of Iowa (hereinafter referred to as the "Employer"), and the United Electrical, Radio and Machine Workers of America, Local 896/COGS (hereinafter referred to as the "Union"), and

Whereas, the Employer and the Union are parties to a collective bargaining agreement covering the period July 1, 2007 through June 30, 2009, bearing the same date as this Letter of Agreement, the parties have agreed to the following:

1. Effective with the fall 2003 academic term, all bargaining unit employees appointed for a total of twenty-five percent (25%) or more for the entire semester, academic year or fiscal year will be assured a minimum tuition scholarship for fall and spring semesters.
2. The minimum tuition scholarship will be defined in relation to a full time load of nine (9) semester hours, and shall be prorated for a lesser number of credit hours enrolled.
3. In the first year of the collective bargaining agreement, 2007-2008, all contract-covered employees appointed at twenty-five percent (25%) or more will receive at least \$1,962 tuition scholarship each semester. (See Illustration 1).
4. In the second year of the collective bargaining agreement, 2008-2009, all contract-covered employees appointed at twenty-five percent (25%) or more will receive at least \$2,477 tuition scholarship each semester. (See Illustration 2).
5. Nothing in this agreement is intended to reduce the tuition scholarship for any graduate student employees currently receiving a tuition scholarship.
6. On an individual basis, employing units may exceed the minimum level of tuition scholarship provided in this Letter of Agreement.

FOR THE EMPLOYER

FOR THE UNION

Gary Steinke
Executive Director
Board of Regents, State of Iowa

Heather Waddell Gruber
President, UE Local 896/COGS

March 15, 2007
Date

March 15, 2007
Date

Minimum Tuition Scholarship/Semester

Illustration 1: 2007-2008

Semester Hours							
0-2	3	4	5	6	7	8	9+
\$436	\$654	\$872	\$1,090	\$1,308	\$1,526	\$1,744	\$1,962

Illustration 2: 2008-2009

Semester Hours							
0-2	3	4	5	6	7	8	9+
\$550	\$826	\$1,101	\$1,376	\$1,651	\$1,927	\$2,202	\$2,477

APPENDIX F

LETTER OF UNDERSTANDING

Should §20.9 of the Iowa Code be amended to provide for fair share deductions as a mandatory subject of bargaining, both parties mutually agree, pursuant to Iowa Code 20.17(7), to reopen the 2007-2009 bargaining agreement only to negotiate regarding fair share as it applies to members of the UE Local 896/COGS bargaining unit.

Gary Steinke
Executive Director
Board of Regents, State of Iowa

Heather Waddell Gruber
President, UE Local 896/COGS

March 15, 2007
Date

March 15, 2007
Date

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