

House Study Bill 84 - Introduced

HOUSE FILE _____

BY (PROPOSED COMMITTEE ON
LABOR BILL BY CHAIRPERSON
DEYOE)

A BILL FOR

1 An Act relating to employment matters involving public
2 employees including collective bargaining, educator
3 employment matters, personnel records and settlement
4 agreements, city civil service requirements, and health
5 insurance matters, making penalties applicable, and
6 including effective date, applicability, and transition
7 provisions.

8 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

DIVISION I

PUBLIC EMPLOYEE COLLECTIVE BARGAINING

1
2
3 Section 1. Section 20.3, Code 2017, is amended by adding the
4 following new subsections:

5 NEW SUBSECTION. 10A. "*Public safety employee*" means a
6 public employee who is employed as one of the following:

7 a. A sheriff or a sheriff's regular deputy.

8 b. A marshal or police officer of a city, township, or
9 special-purpose district or authority who is a member of a paid
10 police department.

11 c. A member, except a non-peace officer member, of the
12 division of state patrol, narcotics enforcement, state fire
13 marshal, or criminal investigation, including but not limited
14 to a gaming enforcement officer, who has been duly appointed
15 by the department of public safety in accordance with section
16 80.15.

17 d. A conservation officer or park ranger as authorized by
18 section 456A.13.

19 e. A permanent or full-time fire fighter of a city,
20 township, or special-purpose district or authority who is a
21 member of a paid fire department.

22 NEW SUBSECTION. 12. "*Supplemental pay*" means a payment
23 of moneys or other thing of value that is in addition to
24 compensation received pursuant to any other permitted subject
25 of negotiation specified in section 20.9 and is related to the
26 employment relationship.

27 Sec. 2. Section 20.6, subsection 1, Code 2017, is amended
28 to read as follows:

29 1. ~~Interpret, apply, and administer~~ Administer the
30 provisions of [this chapter](#).

31 Sec. 3. Section 20.6, Code 2017, is amended by adding the
32 following new subsections:

33 NEW SUBSECTION. 6. Appoint a certified shorthand reporter
34 to report state employee grievance and discipline resolution
35 proceedings pursuant to section 8A.415 and fix a reasonable

1 amount of compensation for such service and for any transcript
2 requested by the board, which amounts shall be taxed as other
3 costs.

4 NEW SUBSECTION. 7. Contract with a vendor as the board may
5 deem necessary to conduct elections required by section 20.15
6 on behalf of the board. The board shall establish fees by rule
7 pursuant to chapter 17A to cover the cost of elections required
8 by section 20.15. Such fees shall be paid in advance of an
9 election and shall be paid by each employee organization listed
10 on the ballot.

11 Sec. 4. Section 20.7, subsections 2 and 3, Code 2017, are
12 amended to read as follows:

13 2. Hire, evaluate, promote, demote, transfer, assign and
14 retain public employees in positions within the public agency.

15 3. Suspend or discharge public employees ~~for proper cause~~.

16 Sec. 5. Section 20.8, Code 2017, is amended by adding the
17 following new subsection:

18 NEW SUBSECTION. 5. Exercise any right or seek any remedy
19 provided by law, including but not limited to those rights and
20 remedies available under sections 70A.28 and 70A.29, chapter
21 8A, subchapter IV, and chapters 216 and 400.

22 Sec. 6. Section 20.9, Code 2017, is amended to read as
23 follows:

24 **20.9 Scope of negotiations.**

25 1. The For negotiations regarding a bargaining unit with
26 a majority of members who are public safety employees, the
27 public employer and the employee organization shall meet at
28 reasonable times, including meetings reasonably in advance of
29 the public employer's budget-making process, to negotiate in
30 good faith with respect to wages, hours, vacations, insurance,
31 holidays, leaves of absence, shift differentials, overtime
32 compensation, supplemental pay, seniority, transfer procedures,
33 job classifications, health and safety matters, evaluation
34 procedures, procedures for staff reduction, in-service
35 training, grievance procedures for resolving any questions

1 arising under the agreement, and other matters mutually agreed
2 upon. Negotiations shall also include terms authorizing
3 dues checkoff for members of the employee organization and
4 grievance procedures for resolving any questions arising under
5 the agreement, which shall be embodied in a written agreement
6 and signed by the parties. If an agreement provides for dues
7 checkoff, a member's dues may be checked off only upon the
8 member's written request and the member may terminate the dues
9 checkoff at any time by giving thirty days' written notice.
10 For negotiations regarding a bargaining unit that does not
11 have a majority of members who are public safety employees,
12 the public employer and the employee organization shall meet
13 at reasonable times, including meetings reasonably in advance
14 of the public employer's budget-making process, to negotiate
15 in good faith with respect to base wages and other matters
16 mutually agreed upon. Such obligation to negotiate in good
17 faith does not compel either party to agree to a proposal
18 or make a concession. Mandatory subjects of negotiation
19 specified in this subsection shall be interpreted narrowly and
20 restrictively.

21 2. Nothing in this section shall diminish the authority
22 and power of the department of administrative services, board
23 of regents' merit system, Iowa public broadcasting board's
24 merit system, or any civil service commission established by
25 constitutional provision, statute, charter, or special act to
26 recruit employees, prepare, conduct, and grade examinations,
27 rate candidates in order of their relative scores for
28 certification for appointment or promotion or for other matters
29 of classification, reclassification, or appeal rights in the
30 classified service of the public employer served.

31 3. All retirement systems, dues checkoffs, and other
32 payroll deductions for political action committees or other
33 political contributions or political activities shall be
34 excluded from the scope of negotiations. For negotiations
35 regarding a bargaining unit that does not have a majority of

1 members who are public safety employees, insurance, leaves of
2 absence for political activities, supplemental pay, transfer
3 procedures, evaluation procedures, procedures for staff
4 reduction, release time, subcontracting public services,
5 grievance procedures for resolving any questions arising under
6 the agreement, and seniority and any wage increase, employment
7 benefit, or other employment advantage based on seniority shall
8 also be excluded from the scope of negotiations.

9 4. The term of a contract entered into pursuant to this
10 chapter shall not exceed five years.

11 Sec. 7. Section 20.10, subsection 3, Code 2017, is amended
12 by adding the following new paragraph:

13 NEW PARAGRAPH. *j.* Negotiate or attempt to negotiate
14 directly with a member of the governing board of a public
15 employer if the public employer has appointed or authorized
16 a bargaining representative for the purpose of bargaining
17 with the public employees or their representative, unless the
18 member of the governing board is the designated bargaining
19 representative of the public employer.

20 Sec. 8. Section 20.12, subsection 5, Code 2017, is amended
21 to read as follows:

22 5. If an employee organization or any of its officers
23 is held to be in contempt of court for failure to comply
24 with an injunction pursuant to [this section](#), or is convicted
25 of violating [this section](#), the employee organization shall
26 be immediately decertified, shall cease to represent the
27 bargaining unit, ~~shall cease to receive any dues by checkoff,~~
28 and may again be certified only after ~~twelve~~ twenty-four months
29 have elapsed from the effective date of decertification and
30 only ~~after~~ if a new compliance with petition for certification
31 pursuant to [section 20.14](#) is filed and a new certification
32 election pursuant to [section 20.15](#) is held. The penalties
33 provided in [this section](#) may be suspended or modified by the
34 court, but only upon request of the public employer and only
35 if the court determines the suspension or modification is in

1 the public interest.

2 Sec. 9. Section 20.15, Code 2017, is amended to read as
3 follows:

4 **20.15 Elections — agreements with the state.**

5 1. Initial certification elections.

6 a. Upon the filing of a petition for certification of an
7 employee organization, the board shall submit a question to
8 the public employees at an election in the bargaining unit
9 found appropriate by the board. The question on the ballot
10 shall permit the public employees to vote for no bargaining
11 representation or for any employee organization which has
12 petitioned for certification or which has presented proof
13 satisfactory to the board of support of ~~ten~~ thirty percent or
14 more of the public employees in the appropriate unit.

15 ~~2.~~ b. (1) If a majority of the ~~votes cast on the~~
16 ~~question is~~ public employees in the bargaining unit vote for
17 no bargaining representation, the public employees in the
18 bargaining unit found appropriate by the board shall not be
19 represented by an employee organization.

20 (2) If a majority of the ~~votes cast on the question is~~
21 public employees in the bargaining unit vote for a listed
22 employee organization, then that employee organization shall
23 represent the public employees in the bargaining unit found
24 appropriate by the board.

25 ~~3.~~ (3) If none of the choices on the ballot receive the
26 vote of a majority of the public employees ~~voting in the~~
27 bargaining unit, ~~the board shall conduct a runoff election~~
28 ~~among the two choices receiving the greatest number of votes~~
29 the public employees in the bargaining unit found appropriate
30 by the board shall not be represented by an employee
31 organization.

32 c. The board shall not consider a petition for certification
33 of an employee organization as the exclusive representative
34 of a bargaining unit unless a period of two years has
35 elapsed from the date of the last certification election

1 in which an employee organization was not certified as the
2 exclusive representative of that bargaining unit, of the
3 last retention and recertification election in which an
4 employee organization was not retained and recertified as the
5 exclusive representative of that bargaining unit, or of the
6 last decertification election in which an employee organization
7 was decertified as the exclusive representative of that
8 bargaining unit. The board shall also not consider a petition
9 for certification as the exclusive bargaining representative
10 of a bargaining unit if the bargaining unit is at that time
11 represented by a certified exclusive bargaining representative.

12 2. Retention and recertification elections.

13 a. The board shall conduct an election to retain and
14 recertify the bargaining representative of a bargaining unit
15 prior to the expiration of the bargaining unit's collective
16 bargaining agreement. The question on the ballot shall be
17 whether the bargaining representative of the public employees
18 in the bargaining unit shall be retained and recertified as
19 the bargaining representative of the public employees in the
20 bargaining unit. For collective bargaining agreements with a
21 June 30 expiration date, the election shall occur between June
22 1 and November 1, both dates included, in the year prior to
23 that expiration date. For collective bargaining agreements
24 with a different expiration date, the election shall occur
25 between three hundred sixty-five and two hundred seventy days
26 prior to the expiration date.

27 b. (1) If a majority of the public employees in
28 the bargaining unit vote to retain and recertify the
29 representative, the board shall retain and recertify the
30 bargaining representative and the bargaining representative
31 shall continue to represent the public employees in the
32 bargaining unit.

33 (2) If a majority of the public employees in the bargaining
34 unit do not vote to retain and recertify the representative,
35 the board, after the period for filing written objections

1 pursuant to subsection 4 has elapsed, shall immediately
2 decertify the representative and the public employees shall
3 not be represented by an employee organization except pursuant
4 to the filing of a subsequent petition for certification of
5 an employee organization as provided in section 20.14 and an
6 election conducted pursuant to such petition. Such written
7 objections and decertifications shall be subject to applicable
8 administrative and judicial review.

9 3. *Decertification elections.*

10 a. Upon the filing of a petition for decertification of an
11 employee organization, the board shall submit a question to the
12 public employees at an election in the bargaining unit found
13 appropriate by the board. The question on the ballot shall be
14 whether the bargaining representative of the public employees
15 in the bargaining unit shall be decertified as the bargaining
16 representative of public employees in the bargaining unit.

17 b. (1) If a majority of the public employees in
18 the bargaining unit vote to decertify the bargaining
19 representative, the board, after the period for filing
20 written objections pursuant to subsection 4 has elapsed,
21 shall immediately decertify the representative and the public
22 employees shall not be represented by an employee organization
23 except pursuant to the filing of a subsequent petition for
24 certification of an employee organization as provided in
25 section 20.14 and an election conducted pursuant to such
26 petition. Such written objections and decertifications shall
27 be subject to applicable administrative and judicial review.

28 (2) If a majority of the public employees in the bargaining
29 unit do not vote to decertify the bargaining representative,
30 the bargaining representative shall continue to represent the
31 public employees in the bargaining unit.

32 c. The board shall not consider a petition for
33 decertification of an employee organization unless a
34 bargaining unit's collective bargaining agreement exceeds
35 two years in length. The board shall not schedule a

1 decertification election for a bargaining unit within one
2 year of a prior certification, retention and recertification,
3 or decertification election involving the bargaining unit.
4 Unless otherwise prohibited by this paragraph, the board shall
5 schedule a decertification election not less than one hundred
6 fifty days before the expiration date of the bargaining unit's
7 collective bargaining agreement.

8 4. Invalidation of elections. Upon written objections
9 filed by any ~~party to~~ public employee, public employer, or
10 employee organization involved in the election within ten days
11 after notice of the results of the election, if the board
12 finds that misconduct or other circumstances prevented the
13 public employees eligible to vote from freely expressing their
14 preferences, the board may invalidate the election and hold a
15 second election for the public employees.

16 5. Results certified. Upon completion of a valid election
17 in which the majority choice of the public employees voting in
18 the bargaining unit is determined, the board shall certify the
19 results of the election and shall give reasonable notice of the
20 order to all employee organizations listed on the ballot, the
21 public employers, and the public employees in the appropriate
22 bargaining unit.

23 6. State agreements. ~~a. A petition for certification as~~
24 ~~exclusive bargaining representative of a bargaining unit shall~~
25 ~~not be considered by the board for a period of one year from~~
26 ~~the date of the noncertification of an employee organization~~
27 ~~as the exclusive bargaining representative of that bargaining~~
28 ~~unit following a certification election. A petition for~~
29 ~~certification as the exclusive bargaining representative of a~~
30 ~~bargaining unit shall also not be considered by the board if~~
31 ~~the bargaining unit is at that time represented by a certified~~
32 ~~exclusive bargaining representative.~~

33 ~~b. A petition for the decertification of the exclusive~~
34 ~~bargaining representative of a bargaining unit shall not be~~
35 ~~considered by the board for a period of one year from the date~~

1 ~~of its certification, or within one year of its continued~~
2 ~~certification following a decertification election, or during~~
3 ~~the duration of a collective bargaining agreement which, for~~
4 ~~purposes of this section, shall be deemed not to exceed two~~
5 ~~years. However, if a petition for decertification is filed~~
6 ~~during the duration of a collective bargaining agreement, the~~
7 ~~board shall award an election under this section not more than~~
8 ~~one hundred eighty days and not less than one hundred fifty~~
9 ~~days prior to the expiration of the collective bargaining~~
10 ~~agreement. If an employee organization is decertified, the~~
11 ~~board may receive petitions under section 20.14, provided that~~
12 ~~no such petition and no election conducted pursuant to such~~
13 ~~petition within one year from decertification shall include as~~
14 ~~a party the decertified employee organization.~~

15 ~~e.~~ A collective bargaining agreement with the state, its
16 boards, commissions, departments, and agencies shall be for
17 two years. ~~and the~~ The provisions of a collective bargaining
18 agreement or arbitrator's award affecting state employees
19 shall not provide for renegotiations which would require the
20 refinancing of ~~salary and fringe benefits~~ subjects within the
21 scope of negotiations under section 20.9 for the second year
22 of the term of the agreement, except as provided in section
23 20.17, subsection 6, ~~and the.~~ The effective date of any such
24 agreement shall be July 1 of odd-numbered years, provided
25 that if an exclusive bargaining representative is certified
26 on a date which will prevent the negotiation of a collective
27 bargaining agreement prior to July 1 of odd-numbered years for
28 a period of two years, the certified collective bargaining
29 representative may negotiate a one-year contract with the
30 public employer which shall be effective from July 1 of the
31 even-numbered year to July 1 of the succeeding odd-numbered
32 year when new ~~contracts~~ agreements shall become effective.

33 Sec. 10. Section 20.17, subsection 8, Code 2017, is amended
34 to read as follows:

35 8. a. The salaries of all public employees of the state

1 under a merit system and all other ~~fringe benefits which are~~
2 ~~granted to all~~ subjects within the scope of negotiations
3 pursuant to the provisions of section 20.9 regarding public
4 employees of the state shall be negotiated with the governor
5 or the governor's designee on a statewide basis, except those
6 ~~benefits which are not subject to~~ subjects excluded from the
7 scope of negotiations pursuant to the provisions of section
8 20.9, subsection 3.

9 b. For the negotiation of such a proposed, statewide
10 collective bargaining agreement to become effective in the year
11 following an election described in section 39.9, a ratification
12 election referred to in section 20.17, subsection 4, shall
13 not be held, and the parties shall not request arbitration as
14 provided in section 20.22, subsection 1, until at least two
15 weeks after the date of the beginning of the term of office of
16 the governor in that year as prescribed in the Constitution
17 of the State of Iowa. On or after the beginning of the term
18 of office of the governor in that year as prescribed in the
19 Constitution of the State of Iowa, the governor shall have
20 the authority to reject such a proposed statewide collective
21 bargaining agreement. If the governor does so, the parties
22 shall commence collective bargaining in accordance with section
23 20.17. Such negotiation shall be complete not later than
24 March 15 of that year, unless the parties mutually agree to
25 a different deadline. The board shall adopt rules pursuant
26 to chapter 17A providing for alternative deadlines for the
27 completion of the procedures provided in sections 20.17, 20.19,
28 20.20, and 20.22 for negotiation of such statewide collective
29 bargaining agreements in such years, which deadlines may be
30 waived by mutual agreement of the parties.

31 Sec. 11. Section 20.17, subsection 9, Code 2017, is amended
32 by striking the subsection.

33 Sec. 12. Section 20.18, subsection 1, Code 2017, is amended
34 to read as follows:

35 1. An agreement with an employee organization which

1 is the exclusive representative of public employees in an
2 appropriate unit with a majority of members who are public
3 safety employees may provide procedures for the consideration
4 of public employee and employee organization grievances over
5 the interpretation and application of agreements. ~~Negotiated~~
6 Such negotiated procedures may provide for binding arbitration
7 of public employee and employee organization grievances over
8 the interpretation and application of existing agreements. An
9 arbitrator's decision on a grievance ~~may~~ shall not change or
10 amend the terms, conditions, or applications of the collective
11 bargaining agreement. Such procedures shall provide for the
12 invoking of arbitration only with the approval of the employee
13 organization in all instances, and in the case of an employee
14 grievance, only with the additional approval of the public
15 employee. The costs of arbitration shall be shared equally by
16 the parties.

17 Sec. 13. Section 20.22, subsections 2, 3, 7, 8, and 9, Code
18 2017, are amended to read as follows:

19 2. Each party shall serve its final offer on each of
20 the impasse items upon the other party within four days of
21 the board's receipt of the request for arbitration, or by a
22 deadline otherwise agreed upon by the parties. The parties may
23 continue to negotiate all offers until an agreement is reached
24 or an award is rendered by the arbitrator. The full costs of
25 arbitration under this section shall be shared equally by the
26 parties to the dispute.

27 3. The submission of the impasse items to the arbitrator
28 shall be limited to those items upon which the parties have
29 not reached agreement. With respect to each such item, the
30 arbitrator's award shall be restricted to the final offers on
31 each impasse item submitted by the parties to the arbitrator,
32 except as provided in subsection 9, paragraph "b".

33 7. The For an arbitration to which a bargaining unit that
34 has a majority of members who are public safety employees is a
35 party, the arbitrator shall consider and specifically address

1 in the arbitrator's decision, in addition to any other relevant
2 factors, the following factors:

3 a. Past collective bargaining contracts between the parties
4 including the bargaining that led up to such contracts.

5 b. Comparison of wages, hours and conditions of employment
6 of the involved public employees with those of other public
7 employees doing comparable work, giving consideration to
8 factors peculiar to the area and the classifications involved.

9 c. The interests and welfare of the public, the ability of
10 the public employer to finance economic adjustments and the
11 effect of such adjustments on the normal standard of services.

12 ~~d. The power of the public employer to levy taxes and
13 appropriate funds for the conduct of its operations.~~

14 8. a. The arbitrator may administer oaths, examine
15 witnesses and documents, take testimony and receive evidence,
16 and issue subpoenas to compel the attendance of witnesses and
17 the production of records. The arbitrator may petition the
18 district court at the seat of government or of the county
19 in which the hearing is held to enforce the order of the
20 arbitrator compelling the attendance of witnesses and the
21 production of records.

22 b. The parties shall not introduce, and the arbitrator
23 shall not accept or consider, any direct or indirect evidence
24 regarding any subject excluded from negotiations pursuant to
25 section 20.9.

26 9. a. The arbitrator shall select within fifteen days after
27 the hearing the most reasonable offer, in the arbitrator's
28 judgment, of the final offers on each impasse item submitted
29 by the parties.

30 b. (1) However, for an arbitration to which a bargaining
31 unit that does not have a majority of members who are public
32 safety employees is a party, with respect to any increase in
33 base wages, the arbitrator's award shall not exceed the lesser
34 of the following percentages in any one-year period in the
35 duration of the bargaining agreement:

1 (a) Three percent.

2 (b) A percentage equal to the increase in the consumer
3 price index for all urban consumers for the midwest region,
4 if any, as determined by the United States department of
5 labor, bureau of labor statistics, or a successor index. Such
6 percentage shall be the change in the consumer price index
7 for the twelve-month period beginning eighteen months prior
8 to the month in which the impasse item regarding base wages
9 was submitted to the arbitrator and ending six months prior to
10 the month in which the impasse item regarding base wages was
11 submitted to the arbitrator.

12 (2) To assist the parties in the preparation of their final
13 offers on an impasse item regarding base wages, the board
14 shall provide information to the parties regarding the change
15 in the consumer price index for all urban consumers for the
16 midwest region for any twelve-month period. The department of
17 workforce development shall assist the board in preparing such
18 information upon request.

19 Sec. 14. Section 20.22, Code 2017, is amended by adding the
20 following new subsection:

21 NEW SUBSECTION. 7A. For an arbitration to which a
22 bargaining unit that does not have a majority of members who
23 are public safety employees is a party, the following shall
24 apply:

25 a. The arbitrator shall consider and specifically address
26 in the arbitrator's determination, in addition to any other
27 relevant factors, the following factors:

28 (1) Comparison of base wages, hours, and conditions of
29 employment of the involved public employees with those of other
30 public employees doing comparable work, giving consideration to
31 factors peculiar to the area and the classifications involved.
32 To the extent adequate, applicable data is available,
33 the arbitrator shall also compare base wages, hours, and
34 conditions of employment of the involved public employees
35 with those of private sector employees doing comparable work,

1 giving consideration to factors peculiar to the area and the
2 classifications involved.

3 (2) The interests and welfare of the public.

4 (3) The financial ability of the employer to meet the cost
5 of an offer in light of the current economic conditions of the
6 public employer. The arbitrator shall give substantial weight
7 to evidence that the public employer's authority to utilize
8 funds is restricted to special purposes or circumstances
9 by state or federal law, rules, regulations, or grant
10 requirements.

11 b. The arbitrator shall not consider the following factors:

12 (1) Past collective bargaining agreements between the
13 parties or bargaining that led to such agreements.

14 (2) The public employer's ability to fund an award through
15 the increase or imposition of new taxes, fees, or charges, or
16 to develop other sources of revenues.

17 Sec. 15. Section 20.26, unnumbered paragraph 4, Code 2017,
18 is amended to read as follows:

19 Nothing in **this section** shall be construed to prohibit
20 voluntary contributions by individuals to political parties
21 or candidates, provided that such contributions are not made
22 through payroll deductions.

23 Sec. 16. Section 20.29, Code 2017, is amended to read as
24 follows:

25 **20.29 Filing agreement — public access — internet site.**

26 1. Copies of collective bargaining agreements entered
27 into between the state and the state employees' bargaining
28 representatives and made final under **this chapter** shall be
29 filed with the secretary of state and be made available to the
30 public at cost.

31 2. The board shall maintain an internet site that allows
32 searchable access to a database of collective bargaining
33 agreements and other collective bargaining information.

34 Sec. 17. Section 20.30, Code 2017, is amended by striking
35 the section and inserting in lieu thereof the following:

1 **20.30 Supervisory member — no reduction before retirement.**

2 A supervisory member of any department or agency employed by
3 the state of Iowa shall not be granted a voluntary reduction
4 to a nonsupervisory rank or grade during the thirty-six
5 months preceding retirement of the member. A member of any
6 department or agency employed by the state of Iowa who retires
7 in less than thirty-six months after voluntarily requesting and
8 receiving a reduction in rank or grade from a supervisory to a
9 nonsupervisory position shall be ineligible for a benefit to
10 which the member is entitled as a nonsupervisory member but is
11 not entitled as a supervisory member.

12 Sec. 18. Section 20.31, subsection 2, unnumbered paragraph
13 1, Code 2017, is amended to read as follows:

14 A mediator shall not be required to testify in any judicial,
15 administrative, arbitration, or grievance proceeding regarding
16 any matters occurring in the course of a mediation, including
17 any verbal or written communication or behavior, other than
18 facts relating exclusively to the timing or scheduling of
19 mediation. A mediator shall not be required to produce or
20 disclose any documents, including notes, memoranda, or other
21 work product, relating to mediation, other than documents
22 relating exclusively to the timing or scheduling of mediation.
23 This subsection shall not apply in any of the following
24 circumstances:

25 Sec. 19. Section 22.7, subsection 69, Code 2017, is amended
26 to read as follows:

27 69. The evidence of public employee support for
28 the certification, retention and recertification, or
29 decertification of an employee organization as defined in
30 section 20.3 that is submitted to the public employment
31 relations board as provided in sections section 20.14 and or
32 20.15.

33 Sec. 20. Section 22.7, Code 2017, is amended by adding the
34 following new subsection:

35 NEW SUBSECTION. 70. Information indicating whether

1 a public employee voted in a certification, retention and
2 recertification, or decertification election held pursuant to
3 section 20.15 or how the employee voted on any question on a
4 ballot in such an election.

5 Sec. 21. Section 70A.17A, subsection 3, Code 2017, is
6 amended by striking the subsection.

7 Sec. 22. Section 70A.19, Code 2017, is amended by striking
8 the section and inserting in lieu thereof the following:

9 **70A.19 Payroll deduction for employee organization dues**
10 **prohibited.**

11 The state, a state agency, a regents institution, a board of
12 directors of a school district, a community college, or an area
13 education agency, a county board of supervisors, a governing
14 body of a city, or any other public employer as defined in
15 section 20.3 shall not authorize or administer a deduction from
16 the salaries or wages of its employees for membership dues to
17 an employee organization as defined in section 20.3.

18 Sec. 23. Section 412.2, subsection 1, Code 2017, is amended
19 to read as follows:

20 1. From the proceeds of the assessments on the wages
21 and salaries of employees, of any such waterworks system,
22 or other municipally owned and operated public utility,
23 eligible to receive the benefits thereof. ~~Notwithstanding~~
24 ~~any provisions of [section 20.9](#) to the contrary, a council,~~
25 ~~board of waterworks, or other board or commission which~~
26 ~~establishes a pension and annuity retirement system pursuant to~~
27 ~~[this chapter](#),~~ shall negotiate in good faith with a certified
28 employee organization as defined in ~~[section 20.3](#)~~, which is the
29 collective bargaining representative of the employees, with
30 respect to the amount or rate of the assessment on the wages
31 and salaries of employees and the method or methods for payment
32 of the assessment by the employees.

33 Sec. 24. Section 602.1401, subsection 3, paragraph b, Code
34 2017, is amended to read as follows:

35 *b.* For purposes of [chapter 20](#), the certified representative,

1 which on July 1, 1983, represents employees who become judicial
2 branch employees as a result of 1983 Iowa Acts, ch. 186, shall
3 remain the certified representative when the employees become
4 judicial branch employees and thereafter, unless the public
5 employee organization is not retained and recertified or is
6 decertified in an election held under [section 20.15](#) or amended
7 or absorbed into another certified organization pursuant to
8 chapter 20. Collective bargaining negotiations shall be
9 conducted on a statewide basis and the certified employee
10 organizations which engage in bargaining shall negotiate on a
11 statewide basis, although bargaining units shall be organized
12 by judicial district. The public employment relations board
13 shall adopt rules pursuant to [chapter 17A](#) to implement this
14 subsection.

15 Sec. 25. TRANSITION PROCEDURES — EMERGENCY RULES.

16 1. As of the effective date of this division of this Act,
17 parties, mediators, and arbitrators engaging in any collective
18 bargaining procedures provided for in chapter 20, Code 2017,
19 who have not, before the effective date of this division
20 of this Act, completed such procedures, shall immediately
21 terminate any such procedures in process. A collective
22 bargaining agreement negotiated pursuant to such procedures in
23 process shall not become effective. Parties, mediators, and
24 arbitrators shall not engage in further collective bargaining
25 procedures except as provided in this section. Such parties,
26 on or after the effective date of this division of this Act,
27 may commence collective bargaining in accordance with section
28 20.17, as amended in this division of this Act. If such
29 parties include a state public employer and a state employee
30 organization, negotiation of a proposed collective bargaining
31 agreement to become effective during the remainder of calendar
32 year 2017 shall be complete not later than March 15, 2017,
33 unless the parties mutually agree to a different deadline.
34 If such parties include public employees represented by a
35 certified employee organization who are employed by a public

1 employer which is a school district, area education agency,
2 or community college, negotiation of a proposed collective
3 bargaining agreement to become effective during the remainder
4 of calendar year 2017 shall be complete not later than June
5 30, 2017, unless the parties mutually agree to a different
6 deadline.

7 2. The public employment relations board shall adopt
8 emergency rules under section 17A.4, subsection 3, and section
9 17A.5, subsection 2, paragraph "b", to provide for procedures
10 as deemed necessary to implement the provisions of this section
11 and the rules shall be effective immediately upon filing
12 unless a later date is specified in the rules. Such rules
13 shall include but are not limited to alternative deadlines for
14 completion of the procedures provided in sections 20.17 and
15 20.22, as amended by this division of this Act, and sections
16 20.19 and 20.20, which deadlines may be waived by mutual
17 agreement of the parties.

18 Sec. 26. EFFECTIVE UPON ENACTMENT. This division of this
19 Act, being deemed of immediate importance, takes effect upon
20 enactment.

21 Sec. 27. APPLICABILITY.

22 1. With the exception of the section of this division of
23 this Act amending section 20.6, subsection 1, this division of
24 this Act does not apply to collective bargaining agreements
25 which have been ratified in a ratification election referred
26 to in section 20.17, subsection 4, for which an arbitrator
27 has made a final determination as described in section 20.22,
28 subsection 11, or which have become effective, where such
29 events occurred before the effective date of this division of
30 this Act. This division of this Act applies to all collective
31 bargaining procedures provided for in chapter 20 occurring
32 on and after the effective date of this division of this Act
33 and collective bargaining agreements for which a ratification
34 election referred to in section 20.17, subsection 4, is
35 held, for which an arbitrator makes a final determination as

1 described in section 20.22, subsection 11, or which, unless
2 otherwise provided in this section, become effective on or
3 after the effective date of this division of this Act.

4 2. The provision of this division of this Act amending
5 section 70A.19 does not apply to dues deductions required by
6 collective bargaining agreements which have been ratified in a
7 ratification election referred to in section 20.17, subsection
8 4, for which an arbitrator has made a final determination as
9 described in section 20.22, subsection 11, or which have become
10 effective, where such events occurred before the effective date
11 of this division of this Act.

12 3. Section 20.15, subsection 2, as enacted by this division
13 of this Act, does not apply to collective bargaining agreements
14 with expiration dates occurring before April 1, 2018.

15 DIVISION II

16 EDUCATOR EMPLOYMENT MATTERS

17 Sec. 28. Section 279.13, subsections 2 and 5, Code 2017, are
18 amended to read as follows:

19 2. The contract shall remain in force and effect for the
20 period stated in the contract and shall be automatically
21 continued for equivalent periods except as modified or
22 terminated by mutual agreement of the board of directors and
23 the teacher or as modified or terminated in accordance with
24 the provisions specified in [this chapter](#). A contract shall
25 not be offered by the employing board to a teacher under its
26 jurisdiction prior to March 15 of any year. A teacher who has
27 not accepted a contract for the ensuing school year tendered
28 by the employing board may resign effective at the end of the
29 current school year by filing a written resignation with the
30 secretary of the board. The resignation must be filed not
31 later than the last day of the current school year or the date
32 specified by the employing board for return of the contract,
33 whichever date occurs first. However, a teacher shall not be
34 required to return a contract to the board or to resign less
35 than twenty-one days after the contract has been offered.

1 5. Notwithstanding the other provisions of this section, a
2 temporary contract may be issued to a teacher for a period of
3 up to six months. Notwithstanding the other provisions of this
4 section, a temporary contract may also be issued to a teacher
5 to fill a vacancy created by a leave of absence in accordance
6 with the provisions of section 29A.28, which contract shall
7 automatically terminate upon return from military leave of the
8 former incumbent of the teaching position ~~and which contract.~~
9 Temporary contracts shall not be subject to the provisions of
10 sections 279.15 through 279.19, or section 279.27. A separate
11 extracurricular contract issued pursuant to section 279.19A to
12 a person issued a temporary contract under this section shall
13 automatically terminate with the termination of the temporary
14 contract as required under section 279.19A, subsection 8.

15 Sec. 29. Section 279.13, subsection 4, unnumbered paragraph
16 1, Code 2017, is amended to read as follows:

17 For purposes of this section, sections 279.14, 279.15
18 ~~through 279.17~~, 279.16, 279.19, and 279.27, unless the context
19 otherwise requires, "teacher" includes the following individuals
20 employed by a community college:

21 Sec. 30. Section 279.14, Code 2017, is amended to read as
22 follows:

23 **279.14 Evaluation criteria and procedures.**

24 1. The board shall establish evaluation criteria and ~~shall~~
25 ~~implement~~ evaluation procedures. ~~If an exclusive bargaining~~
26 ~~representative has been certified, the board shall negotiate~~
27 ~~in good faith with respect to evaluation procedures pursuant~~
28 ~~to chapter 20.~~

29 2. The determination of standards of performance expected
30 of school district personnel shall be reserved as an exclusive
31 management right of the school board and shall not be subject
32 to mandatory negotiations under chapter 20. Notwithstanding
33 ~~chapter 20~~, ~~objections to the procedures, use, or content of~~
34 ~~an evaluation in a teacher termination proceeding brought~~
35 ~~before the school board in a hearing held in accordance with~~

1 ~~section 279.16 or 279.27 shall not be subject to the grievance~~
2 ~~procedures negotiated in accordance with chapter 20. A school~~
3 ~~district shall not be obligated to process any evaluation~~
4 ~~grievance after service of a notice and recommendation to~~
5 ~~terminate an individual's continuing teaching contract in~~
6 ~~accordance with this chapter.~~

7 Sec. 31. Section 279.15, subsection 2, paragraph c, Code
8 2017, is amended to read as follows:

9 c. Within five days of the receipt of the written notice
10 that the superintendent is recommending termination of the
11 contract, the teacher may request, in writing to the secretary
12 of the board, a private hearing with the board. The private
13 hearing shall not be subject to chapter 21 and shall be held
14 no sooner than ~~ten~~ twenty days and no later than ~~twenty~~ forty
15 days following the receipt of the request unless the parties
16 otherwise agree. The secretary of the board shall notify the
17 teacher in writing of the date, time, and location of the
18 private hearing, and at least ~~five~~ ten days before the hearing
19 shall also furnish to the teacher any documentation which
20 may be presented to the board at the private hearing and a
21 list of persons who may address the board in support of the
22 superintendent's recommendation at the private hearing. At
23 least ~~three~~ seven days before the hearing, the teacher shall
24 provide any documentation the teacher expects to present at
25 the private hearing, along with the names of any persons who
26 may address the board on behalf of the teacher. This exchange
27 of information shall be at the time specified unless otherwise
28 agreed.

29 Sec. 32. Section 279.16, subsections 1, 2, 6, 7, 8, 9, and
30 10, Code 2017, are amended to read as follows:

31 1. The participants at the private hearing shall be at
32 least a majority of the members of the board, ~~and~~ and their
33 legal representatives, if any, ~~the~~ and the witnesses for the
34 parties. The superintendent, the superintendent's designated
35 representatives, if any, the teacher's immediate supervisor,

1 the teacher, and the teacher's representatives, if any, ~~and the~~
2 ~~witnesses for the parties may participate in the hearing as~~
3 well. The evidence at the private hearing shall be limited to
4 the specific reasons stated in the superintendent's notice of
5 recommendation of termination. ~~No~~ A participant in the hearing
6 shall not be liable for any damages to any person if any
7 statement at the hearing is determined to be erroneous as long
8 as the statement was made in good faith. The superintendent
9 shall present evidence and argument on all issues involved and
10 the teacher may cross-examine, respond, and present evidence
11 and argument in the teacher's behalf relevant to all issues
12 involved. Evidence may be by stipulation of the parties and
13 informal settlement may be made by stipulation, consent, or
14 default or by any other method agreed upon by the parties in
15 writing. The board shall ~~employ a certified shorthand reporter~~
16 ~~to~~ keep a record of the private hearing. The proceedings
17 or any part thereof shall be transcribed at the request of
18 either party with the expense of transcription charged to the
19 requesting party.

20 2. The presiding officer of the board may administer oaths
21 in the same manner and with like effect and under the same
22 penalties as in the case of magistrates exercising criminal
23 or civil jurisdiction. ~~The board shall cause subpoenas to be~~
24 ~~issued for such witnesses and the production of such books~~
25 ~~and papers as either the board or the teacher may designate.~~
26 ~~The subpoenas shall be signed by the presiding officer of the~~
27 ~~board.~~

28 6. If the teacher fails to timely request a private hearing
29 or does not appear at the private hearing, the board may
30 proceed and make a determination upon the superintendent's
31 recommendation. ~~If the teacher fails to timely file a request~~
32 ~~for a private hearing, the determination shall be not later~~
33 ~~than May 31. If the teacher fails to appear at the private~~
34 ~~hearing, the determination shall be not later than five days~~
35 ~~after the scheduled date for the private hearing. The board~~

1 shall convene in open session and by roll call vote determine
2 the termination or continuance of the teacher's contract
3 and, if the board votes to continue the teacher's contract,
4 whether to suspend the teacher with or without pay for a
5 period specified by the board or issue the teacher a one-year,
6 nonrenewable contract.

7 7. Within five days after the private hearing, the board
8 shall, in executive session, meet to make a final decision
9 upon the recommendation and the evidence as herein provided.
10 ~~The board shall also consider any written brief and arguments~~
11 ~~submitted by the superintendent and the teacher.~~

12 8. a. The record for a private hearing shall include:

13 ~~a.~~ (1) All pleadings, motions, and intermediate rulings.

14 ~~b.~~ (2) All evidence received or considered and all other
15 submissions.

16 ~~c.~~ (3) A statement of all matters officially noticed.

17 ~~d.~~ (4) All questions and offers of proof, objections, and
18 rulings thereon.

19 ~~e.~~ (5) All findings and exceptions.

20 ~~f.~~ (6) Any decision, opinion, or conclusion by the board.

21 ~~g.~~ ~~Findings of fact~~

22 b. The decision of the board shall be based solely on the
23 evidence in the record and on matters officially noticed in the
24 record.

25 9. The decision of the board shall be in writing and shall
26 ~~include findings of fact and conclusions of law, separately~~
27 ~~stated. Findings of fact, if set forth in statutory language,~~
28 ~~shall be accompanied by a concise and explicit statement of the~~
29 ~~underlying facts and supporting the findings. Each conclusion~~
30 ~~of law shall be supported by cited authority or by reasoned~~
31 ~~opinion.~~

32 10. When the board has reached a decision, opinion, or
33 conclusion, it shall convene in open meeting and by roll
34 call vote determine the continuance or discontinuance of
35 the teacher's contract and, if the board votes to continue

1 the teacher's contract, whether to suspend the teacher with
2 or without pay for a period specified by the board or issue
3 the teacher a one-year, nonrenewable contract. The record
4 of the private ~~conference~~ hearing and ~~findings of fact and~~
5 ~~exceptions~~ written decision of the board shall be exempt from
6 the provisions of **chapter 22**. The secretary of the board shall
7 immediately mail notice of the board's action to the teacher.

8 Sec. 33. Section 279.16, subsections 3 and 5, Code 2017, are
9 amended by striking the subsections.

10 Sec. 34. Section 279.18, Code 2017, is amended to read as
11 follows:

12 **279.18 Appeal by ~~either party~~ teacher to court.**

13 1. If ~~either party~~ a teacher rejects the ~~adjudicator's~~
14 board's decision, the ~~rejecting party~~ teacher shall, within
15 thirty days of the initial filing of such decision, appeal to
16 the district court of the county in which the administrative
17 office of the school district is located. The notice of
18 appeal shall be immediately mailed by certified mail to the
19 ~~other party~~ board. The ~~adjudicator~~ secretary of the board
20 shall transmit to the reviewing court the original or a
21 certified copy of the entire record which may be the subject
22 of the petition. By stipulation of all parties to the review
23 proceedings, the record of such a case may be shortened. A
24 party unreasonably refusing to stipulate to limit the record
25 may be taxed by the court for the additional cost. The court
26 may require or permit subsequent corrections or additions to
27 the shortened record.

28 2. In proceedings for judicial review of the ~~adjudicator's~~
29 board's decision, the court shall not hear any further evidence
30 but shall hear the case upon the certified record. In such
31 judicial review, especially when considering the credibility
32 of witnesses, the court shall give weight to the ~~fact findings~~
33 decision of the board, ~~but shall not be bound by them~~ it.
34 The court may affirm the ~~adjudicator's~~ board's decision or
35 remand to the ~~adjudicator or the board~~ for further proceedings

1 upon conditions determined by the court. The court shall
2 reverse, modify, or grant any other appropriate equitable or
3 legal relief from the board decision, ~~or the adjudicator's~~
4 ~~decision equitable or legal~~ and including declaratory relief,
5 if substantial rights of the petitioner have been prejudiced
6 because the action is any of the following:

7 a. In violation of constitutional or statutory provisions;
8 ~~or.~~

9 b. In excess of the statutory authority of the board ~~or the~~
10 ~~adjudicator;~~ ~~or.~~

11 c. In violation of a board rule or policy or contract; ~~or.~~

12 d. Made upon unlawful procedure; ~~or.~~

13 e. Affected by other error of law; ~~or.~~

14 f. Unsupported by a preponderance of the competent evidence
15 in the record made before the board ~~and the adjudicator~~ when
16 that record is viewed as a whole; ~~or.~~

17 g. Unreasonable, arbitrary, or capricious or characterized
18 by an abuse of discretion or a clearly unwarranted exercise of
19 discretion.

20 3. An aggrieved or adversely affected party to the judicial
21 review proceeding may obtain a review of any final judgment of
22 the district court by appeal to the supreme court. The appeal
23 shall be taken as in other civil cases, although the appeal may
24 be taken regardless of the amount involved.

25 4. For purposes of **this section**, unless the context
26 otherwise requires, ~~"rejecting party"~~ "teacher" shall include,
27 but not be limited to, an instructor employed by a community
28 college.

29 Sec. 35. Section 279.19, Code 2017, is amended to read as
30 follows:

31 **279.19 Probationary period.**

32 1. The first three consecutive years of employment of
33 a teacher in the same school district are a probationary
34 period. However, if the teacher has successfully completed a
35 probationary period of employment for another school district

1 located in Iowa, the probationary period in the current
2 district of employment shall not exceed ~~one year~~ two years.
3 A board of directors may waive the probationary period for
4 any teacher who previously has served a probationary period
5 in another school district and the board may extend the
6 probationary period for an additional year with the consent of
7 the teacher.

8 2. In the case of the termination of a probationary
9 teacher's contract, the contract may be terminated by the board
10 of directors effective at the end of a school year without
11 cause. The superintendent or the superintendent's designee
12 shall notify the teacher not later than April 30 that the
13 board has voted to terminate the contract effective at the
14 end of the school year. The notice shall be in writing by
15 letter, personally delivered, or mailed by certified mail. The
16 notification shall be complete when received by the teacher.
17 Within ten days after receiving the notice, the teacher may
18 request a private conference with the school board to discuss
19 the reasons for termination. The provisions of sections 279.15
20 and 279.16 shall not apply to such a termination. However,
21 if the probationary teacher is a beginning teacher who fails
22 to demonstrate competence in the Iowa teaching standards in
23 accordance with chapter 284, the provisions of sections 279.17
24 and 279.18 shall also apply.

25 3. The board's decision shall be final and binding unless
26 the termination was based upon an alleged violation of a
27 constitutionally guaranteed right of the teacher ~~or an alleged~~
28 ~~violation of public employee rights of the teacher under~~
29 section 20.10.

30 ~~Notwithstanding any provision to the contrary, the~~
31 ~~grievance procedures of section 20.18 relating to job~~
32 ~~performance or job retention shall not apply to a teacher~~
33 ~~during the first two years of the teacher's probationary~~
34 ~~period. However, this paragraph shall not apply to a teacher~~
35 ~~who has successfully completed a probationary period in a~~

1 ~~school district in Iowa.~~

2 Sec. 36. Section 279.19A, subsections 1, 2, 7, and 8, Code
3 2017, are amended to read as follows:

4 1. School districts employing individuals to coach
5 interscholastic athletic sports shall issue a separate
6 extracurricular contract for each of these sports. An
7 extracurricular contract offered under [this section](#) shall be
8 separate from the contract issued under [section 279.13](#). ~~Wages~~
9 ~~for employees who coach these sports shall be paid pursuant~~
10 ~~to established or negotiated supplemental pay schedules.~~
11 An extracurricular contract shall be in writing, and shall
12 state the number of contract days for that sport, the annual
13 compensation to be paid, and any other matters as may be
14 mutually agreed upon. The contract shall be for a single
15 school year.

16 2. *a.* ~~An extracurricular contract shall be continued~~
17 ~~automatically in force and effect for equivalent periods,~~
18 ~~except as modified or terminated by mutual agreement of~~
19 ~~the board of directors and the employee, or terminated in~~
20 ~~accordance with [this section](#).~~ An extracurricular contract
21 shall initially be offered by the employing board to an
22 individual on the same date that contracts are offered to
23 teachers under [section 279.13](#). An extracurricular contract
24 may be terminated at the end of a school year pursuant to
25 [sections 279.15 through 279.19](#). If the school district offers
26 an extracurricular contract for a sport for the subsequent
27 school year to an employee who is currently performing
28 under an extracurricular contract for that sport, and the
29 employee does not wish to accept the extracurricular contract
30 for the subsequent year, the employee may resign from the
31 extracurricular contract within twenty-one days after it has
32 been received.

33 *b.* ~~[Section 279.13, subsection 3, applies to this section.](#)~~
34 If the provisions of an extracurricular contract executed
35 under this section conflict with a collective bargaining

1 agreement negotiated under chapter 20 and effective when the
2 extracurricular contract is executed or renewed, the provisions
3 of the collective bargaining agreement shall prevail.

4 7. An extracurricular contract may be terminated prior to
5 the expiration of that contract ~~pursuant to [section 279.27](#) for~~
6 any lawful reason following an informal, private hearing before
7 the board of directors. The decision of the board to terminate
8 an extracurricular contract shall be final.

9 8. a. A termination proceeding ~~of~~ regarding an
10 extracurricular contract either by the board pursuant to
11 ~~subsection 2 or pursuant to [section 279.27](#) does~~ shall not
12 affect a contract issued pursuant to [section 279.13](#).

13 b. A termination of a contract entered into pursuant to
14 [section 279.13](#), or a resignation from that contract by the
15 teacher, constitutes an automatic termination or resignation of
16 the extracurricular contract in effect between the same teacher
17 and the employing school board.

18 Sec. 37. Section 279.23, subsection 1, paragraph c, Code
19 2017, is amended to read as follows:

20 c. ~~The rate of compensation per week of five consecutive~~
21 ~~days or month of four consecutive weeks.~~

22 Sec. 38. Section 279.23, subsection 5, Code 2017, is amended
23 to read as follows:

24 5. Notwithstanding the other provisions of [this section](#),
25 a temporary contract may be issued to an administrator for
26 up to nine months. Notwithstanding the other provisions of
27 this section, a temporary contract may also be issued to
28 an administrator to fill a vacancy created by a leave of
29 absence in accordance with the provisions of [section 29A.28](#),
30 which contract shall automatically terminate upon return from
31 military leave of the former incumbent of the administrator
32 position and which contract. Temporary contracts shall not be
33 subject to the provisions of [sections 279.24](#) and [279.25](#).

34 Sec. 39. Section 279.24, subsections 2 and 4, Code 2017, are
35 amended to read as follows:

1 2. If the board of directors is considering termination of
2 an administrator's contract, prior to any formal action, the
3 board may arrange to meet in closed session, in accordance with
4 the provisions of [section 21.5](#), with the administrator and the
5 administrator's representative. The board shall review the
6 administrator's evaluation, review the reasons for nonrenewal,
7 and give the administrator an opportunity to respond. If,
8 following the closed session, the board of directors and the
9 administrator are unable to mutually agree to a modification or
10 termination of the administrator's contract, ~~or the board of~~
11 ~~directors and the administrator are unable to mutually agree~~
12 ~~to enter into~~ may issue a one-year nonrenewable contract,
13 to the administrator. If the board of directors decides to
14 terminate the administrator's contract, the board shall follow
15 the procedures in [this section](#).

16 4. Administrators employed in a school district for
17 less than ~~two~~ three consecutive years are probationary
18 administrators. However, a school board ~~may waive the~~
19 ~~probationary period for any administrator who has previously~~
20 ~~served a probationary period in another school district and~~
21 ~~the school board~~ may extend the probationary period for an
22 additional year with the consent of the administrator. If a
23 school board determines that it should terminate a probationary
24 administrator's contract, the school board shall notify the
25 administrator not later than May 15 that the contract will not
26 be renewed beyond the current year. The notice shall be in
27 writing by letter, personally delivered, or mailed by certified
28 mail. The notification shall be complete when received by the
29 administrator. Within ten days after receiving the notice, the
30 administrator may request a private conference with the school
31 board to discuss the reasons for termination. The school
32 board's decision to terminate a probationary administrator's
33 contract shall be final unless the termination was based upon
34 an alleged violation of a constitutionally guaranteed right of
35 the administrator.

1 Sec. 40. Section 279.24, subsection 5, paragraphs c, d, e,
2 f, g, and h, Code 2017, are amended to read as follows:
3 c. Within five days after receipt of the written notice
4 that the school board has voted to consider termination of
5 the contract, the administrator may request a private hearing
6 in writing to the secretary of the school board ~~that~~. The
7 board shall then forward the notification ~~be forwarded~~ to
8 the board of educational examiners along with a request that
9 the board of educational examiners submit a list of five
10 qualified administrative law judges to the parties. Within
11 three days from receipt of the list the parties shall select an
12 administrative law judge by alternately removing a name from
13 the list until only one name remains. The person whose name
14 remains shall be the administrative law judge. The parties
15 shall determine by lot which party shall remove the first
16 name from the list. The private hearing shall be held no
17 sooner than ~~ten~~ twenty days and not later than ~~thirty~~ forty
18 days following the administrator's request unless the parties
19 otherwise agree. If the administrator does not request a
20 private hearing, the school board, not later than May 31, may
21 determine the continuance or discontinuance of the contract
22 and, if the board determines to continue the administrator's
23 contract, whether to suspend the administrator with or without
24 pay for a period specified by the board. School board action
25 shall be by majority roll call vote entered on the minutes of
26 the meeting. Notice of school board action shall be personally
27 delivered or mailed to the administrator.
28 d. The administrative law judge selected shall notify
29 the secretary of the school board and the administrator in
30 writing concerning the date, time, and location of the private
31 hearing. The school board may be represented by a legal
32 representative, if any, and the administrator shall appear and
33 may be represented by counsel or by representative, if any.
34 Any witnesses for the parties at the private hearing shall be
35 sequestered. A transcript or recording shall be made of the

1 proceedings at the private hearing. A school board member or
2 administrator is not liable for any damage to an administrator
3 or school board member if a statement made at the private
4 hearing is determined to be erroneous as long as the statement
5 was made in good faith.

6 e. The administrative law judge shall, within ten days
7 following the date of the private hearing, make a proposed
8 decision as to whether or not the administrator should be
9 dismissed, and shall give a copy of the proposed decision to
10 the administrator and the school board. Findings of fact shall
11 be prepared by the administrative law judge. The proposed
12 decision of the administrative law judge shall become the final
13 decision of the school board unless within ~~ten~~ thirty days
14 after the filing of the decision the administrator files a
15 written notice of appeal with the school board, or the school
16 board on its own motion determines to review the decision.

17 f. If the administrator appeals to the school board, or if
18 the school board determines on its own motion to review the
19 proposed decision of the administrative law judge, a private
20 hearing shall be held before the school board within ~~five~~ ten
21 days after the petition for review, or motion for review, has
22 been made or at such other time as the parties agree. The
23 private hearing is not subject to [chapter 21](#). The school board
24 may hear the case de novo upon the record as submitted before
25 the administrative law judge. In cases where there is an
26 appeal from a proposed decision or where a proposed decision
27 is reviewed on motion of the school board, an opportunity
28 shall be afforded to each party to file exceptions, present
29 briefs, and present oral arguments to the school board which
30 is to render the final decision. The secretary of the school
31 board shall give the administrator written notice of the time,
32 place, and date of the private hearing. The school board shall
33 meet within five days after the private hearing to determine
34 the question of continuance or discontinuance of the contract
35 and, if the board determines to continue the administrator's

1 contract, whether to suspend the administrator with or
2 without pay for a period specified by the board or issue the
3 administrator a one-year, nonrenewable contract. The school
4 board shall make findings of fact which shall be based solely
5 on the evidence in the record and on matters officially noticed
6 in the record.

7 *g.* The decision of the school board shall be in writing
8 ~~and shall include findings of fact and conclusions of law,~~
9 ~~separately stated. Findings of fact, if set forth in statutory~~
10 ~~language, shall be accompanied by a concise and explicit~~
11 ~~statement of the underlying facts supporting the findings.~~
12 ~~Each conclusion of law shall be supported by cited authority~~
13 ~~or by reasoned opinion.~~

14 *h.* When the school board has reached a decision, opinion,
15 or conclusion, it shall convene in open meeting and by roll
16 call vote determine the continuance or discontinuance of
17 the administrator's contract and, if the board votes to
18 continue the administrator's contract, whether to suspend the
19 administrator with or without pay for a period specified by
20 the board or issue the administrator a one-year, nonrenewable
21 contract. The record of the private ~~conference~~ hearing
22 ~~and findings of fact and exceptions~~ written decision of the
23 board shall be exempt from the provisions of **chapter 22**. The
24 secretary of the school board shall immediately personally
25 deliver or mail notice of the school board's action to the
26 administrator.

27 Sec. 41. Section 279.27, Code 2017, is amended to read as
28 follows:

29 **279.27 Discharge of teacher.**

30 1. A teacher may be discharged at any time during the
31 contract year for just cause. The superintendent or the
32 superintendent's designee, shall notify the teacher immediately
33 that the superintendent will recommend in writing to the board
34 at a regular or special meeting of the board held not more
35 than fifteen days after notification has been given to the

1 teacher that the teacher's continuing contract be terminated
2 effective immediately following a decision of the board. The
3 procedure for dismissal shall be as provided in section 279.15,
4 subsection 2, and [sections 279.16 through 279.19](#). The
5 superintendent may suspend a teacher under [this section](#) pending
6 hearing and determination by the board.

7 2. For purposes of this section, "just cause" includes
8 but is not limited to a violation of the code of professional
9 conduct and ethics of the board of educational examiners if
10 the board has taken disciplinary action against a teacher,
11 during the six months following issuance by the board of a
12 final written decision and finding of fact after a disciplinary
13 proceeding.

14 Sec. 42. Section 284.3, subsection 2, Code 2017, is amended
15 to read as follows:

16 2. A school board shall provide for the following:

17 a. For purposes of comprehensive evaluations, standards
18 and criteria which measure a beginning teacher's performance
19 against the Iowa teaching standards specified in [subsection 1](#),
20 and the criteria for the Iowa teaching standards developed by
21 the department in accordance with [section 256.9](#), to determine
22 whether the teacher's practice meets the requirements specified
23 for a career teacher. These standards and criteria shall be
24 set forth in an instrument provided by the department. The
25 comprehensive evaluation and instrument are not subject to
26 negotiations or grievance procedures pursuant to [chapter 20](#) or
27 determinations made by the board of directors under section
28 279.14. ~~A local school board and its certified bargaining~~
29 ~~representative may negotiate, pursuant to [chapter 20](#),~~
30 ~~evaluation and grievance procedures for beginning teachers that~~
31 ~~are not in conflict with [this chapter](#). If, in accordance with~~
32 ~~[section 279.19](#), a beginning teacher appeals the determination~~
33 ~~of a school board to an adjudicator under [section 279.17](#), the~~
34 ~~adjudicator selected shall have successfully completed training~~
35 ~~related to the Iowa teacher standards, the criteria adopted~~

1 ~~by the state board in accordance with subsection 3, and any~~
2 ~~additional training required under rules adopted by the public~~
3 ~~employment relations board in cooperation with the state board.~~

4 b. For purposes of performance reviews for teachers other
5 than beginning teachers, evaluations that contain, at a
6 minimum, the Iowa teaching standards specified in subsection
7 1, as well as the criteria for the Iowa teaching standards
8 developed by the department in accordance with section
9 256.9, subsection 42. ~~A local school board and its certified~~
10 ~~bargaining representative may negotiate, pursuant to chapter~~
11 ~~20, additional teaching standards and criteria. A local~~
12 ~~school board and its certified bargaining representative shall~~
13 ~~negotiate, pursuant to chapter 20, evaluation and grievance~~
14 ~~procedures for teachers other than beginning teachers that are~~
15 ~~not in conflict with this chapter.~~

16 Sec. 43. Section 284.4, subsection 1, paragraph c,
17 subparagraphs (2) and (5), Code 2017, are amended to read as
18 follows:

19 (2) Monitor the evaluation requirements of this chapter
20 to ensure evaluations are conducted in a fair and consistent
21 manner throughout the school district or agency. ~~In addition~~
22 ~~to any negotiated evaluation procedures, The committee shall~~
23 develop model evidence for the Iowa teaching standards and
24 criteria. The model evidence will minimize paperwork and focus
25 on teacher improvement. The model evidence will determine
26 which standards and criteria can be met with observation and
27 which evidence meets multiple standards and criteria.

28 (5) ~~Ensure the agreement negotiated pursuant to chapter~~
29 ~~20 determines~~ Determine the compensation for teachers on the
30 committee for work responsibilities required beyond the normal
31 work day.

32 Sec. 44. Section 284.8, subsections 2 and 4, Code 2017, are
33 amended to read as follows:

34 2. If a supervisor or an evaluator determines, at any time,
35 as a result of a teacher's performance that the teacher is not

1 meeting district expectations under the Iowa teaching standards
2 specified in [section 284.3, subsection 1](#), paragraphs "a"
3 through "h", and the criteria for the Iowa teaching standards
4 developed by the department in accordance with section 256.9,
5 ~~subsection 42, and any other standards or criteria established~~
6 ~~in the collective bargaining agreement,~~ the evaluator shall,
7 at the direction of the teacher's supervisor, recommend to
8 the district that the teacher participate in an intensive
9 assistance program. The intensive assistance program and its
10 implementation are not subject to negotiation ~~and grievance~~
11 ~~procedures established~~ pursuant to [chapter 20](#). All school
12 districts shall be prepared to offer an intensive assistance
13 program.

14 4. A teacher who is not meeting the applicable standards and
15 criteria based on a determination made pursuant to [subsection 2](#)
16 shall participate in an intensive assistance program. However,
17 a teacher who has previously participated in an intensive
18 assistance program relating to particular Iowa teaching
19 standards or criteria shall not be entitled to participate
20 in another intensive assistance program relating to the same
21 standards or criteria and shall be subject to the provisions of
22 subsection 5.

23 Sec. 45. Section 284.8, subsection 3, Code 2017, is amended
24 by striking the subsection.

25 Sec. 46. Section 284.8, Code 2017, is amended by adding the
26 following new subsection:

27 NEW SUBSECTION. 5. Following a teacher's participation
28 in an intensive assistance program, the teacher shall be
29 reevaluated to determine whether the teacher successfully
30 completed the intensive assistance program and is meeting
31 district expectations under the applicable Iowa teaching
32 standards or criteria. If the teacher did not successfully
33 complete the intensive assistance program or continues not to
34 meet the applicable Iowa teaching standards or criteria, the
35 board may do any of the following:

1 *a.* Terminate the teacher's contract immediately pursuant to
2 section 279.27.

3 *b.* Terminate the teacher's contract at the end of the school
4 year pursuant to section 279.15.

5 *c.* Continue the teacher's contract for a period not to
6 exceed one year. However, the contract shall not be renewed
7 and shall not be subject to section 279.15.

8 Sec. 47. REPEAL. Section 279.17, Code 2017, is repealed.

9 Sec. 48. EFFECTIVE UPON ENACTMENT. This division of this
10 Act, being deemed of immediate importance, takes effect upon
11 enactment.

12 Sec. 49. APPLICABILITY. This division of this Act applies
13 to employment contracts of school employees entered into
14 pursuant to chapter 279 on and after the effective date of this
15 division of this Act. This division of this Act does not apply
16 to collective bargaining agreements pursuant to chapter 20
17 which have been ratified in a ratification election referred
18 to in section 20.17, subsection 4, for which an arbitrator
19 has made a final determination as described in section 20.22,
20 subsection 11, or which have become effective, where such
21 events occurred before the effective date of this division of
22 this Act. This division of this Act applies to all collective
23 bargaining procedures provided for in chapter 20 occurring on
24 and after the effective date of this division of this Act and
25 collective bargaining agreements pursuant to chapter 20 for
26 which a ratification election referred to in section 20.17,
27 subsection 4, is held, for which an arbitrator makes a final
28 determination as described in section 20.22, subsection 11,
29 or which, unless otherwise provided in this section, become
30 effective on or after the effective date of this division of
31 this Act.

32 DIVISION III

33 PERSONNEL RECORDS AND SETTLEMENT AGREEMENTS

34 Sec. 50. Section 22.7, subsection 11, paragraph a,
35 subparagraph (5), Code 2017, is amended to read as follows:

1 (5) The fact that the individual resigned in lieu of
2 termination, was discharged, or was demoted as the result
3 of a ~~final~~ disciplinary action ~~upon the exhaustion of all~~
4 ~~applicable contractual, legal, and statutory remedies~~ , and the
5 documented reasons and rationale for the resignation in lieu
6 of termination, the discharge, or the demotion. For purposes
7 of this subparagraph, "demoted" and "demotion" mean a change
8 of an employee from a position in a given classification to a
9 position in a classification having a lower pay grade.

10 Sec. 51. NEW SECTION. **22.13A Personnel settlement**
11 **agreements — state employees — confidentiality — disclosure.**

12 1. For purposes of this section:

13 a. "*Personnel settlement agreement*" means a binding legal
14 agreement between a state employee and the state employee's
15 employer, subject to section 22.13, to resolve a personnel
16 dispute including but not limited to a grievance. "*Personnel*
17 *settlement agreement*" does not include an initial decision by
18 a state employee's employer concerning a personnel dispute or
19 grievance.

20 b. "*State employee*" means an employee of the state who is
21 an employee of the executive branch as described in sections
22 7E.2 and 7E.5.

23 2. Personnel settlement agreements shall not contain any
24 confidentiality or nondisclosure provision that attempts to
25 prevent the disclosure of the personnel settlement agreement.
26 In addition, any confidentiality or nondisclosure provision in
27 a personnel settlement agreement is void and unenforceable.

28 3. The requirements of this section shall not be superseded
29 by any provision of a collective bargaining agreement.

30 4. All personnel settlement agreements shall be made easily
31 accessible to the public on an internet site maintained as
32 follows:

33 a. For personnel settlement agreements with an employee of
34 the executive branch, excluding an employee of the state board
35 of regents or institution under the control of the state board

1 of regents, by the department of administrative services.

2 *b.* For personnel settlement agreements with an employee of
3 the state board of regents or institution under the control of
4 the state board of regents, by the state board of regents.

5 5. *a.* A state agency shall not enter into a personnel
6 settlement agreement with a state employee on behalf of the
7 state unless the personnel settlement agreement is first
8 reviewed by the attorney general or the attorney general's
9 designee. Additionally, a state agency shall not enter into a
10 personnel settlement agreement with a state employee on behalf
11 of the state unless the agreement has been approved in writing
12 by the following individuals:

13 (1) For a state agency other than an institution governed
14 by the board of regents, the director of the department of
15 management, the director of the department of administrative
16 services, and the head of the state agency.

17 (2) For an institution governed by the board of regents, the
18 executive director of the board of regents and the head of the
19 institution.

20 *b.* If subparagraph (1) or (2) is not consistent with the
21 provision of a collective bargaining agreement, a state agency
22 shall provide the individuals referenced in this subsection,
23 as applicable, with regular reports regarding any personnel
24 settlement agreements entered into with state employees by the
25 state agency.

26 Sec. 52. NEW SECTION. 22.15 Personnel records — discipline
27 — employee notification.

28 A government body that takes disciplinary action against an
29 employee that may result in information described in section
30 22.7, subsection 11, paragraph "a", subparagraph (5), being
31 placed in the employee's personnel record, prior to taking such
32 disciplinary action, shall notify the employee in writing that
33 the information placed in the employee's personnel file as a
34 result of the disciplinary action may become a public record.

35 Sec. 53. EFFECTIVE UPON ENACTMENT. This division of this

1 Act, being deemed of immediate importance, takes effect upon
2 enactment.

3 Sec. 54. APPLICABILITY. The section of this division of
4 this Act amending section 22.7, subsection 11, applies to all
5 information described in section 22.7, subsection 11, paragraph
6 "a", subparagraph (5), as amended by this division of this Act,
7 relating to information placed in an individual's personnel
8 records on or after the effective date of this division of this
9 Act.

10 DIVISION IV

11 CITY CIVIL SERVICE REQUIREMENTS

12 Sec. 55. Section 400.12, Code 2017, is amended to read as
13 follows:

14 **400.12 Seniority.**

15 1. For the purpose of determining the seniority rights
16 of civil service employees employed or appointed as fire
17 fighters or police officers, fire chiefs or police chiefs, or
18 assistant fire chiefs or assistant police chiefs, seniority
19 shall be computed, beginning with the date of appointment to
20 or employment in any positions for which they were certified
21 or otherwise qualified and established as provided in this
22 chapter, but shall not include any period of time exceeding
23 sixty days in any one year during which they were absent from
24 the service except for disability.

25 2. In the event that a civil service employee employed
26 or appointed as a fire fighter or police officer, fire chief
27 or police chief, or assistant fire chief or assistant police
28 chief has more than one classification or grade, the length of
29 the employee's seniority rights shall date in the respective
30 classifications or grades from and after the time the employee
31 was appointed to or began employment in each classification or
32 grade. In the event that an employee has been promoted from
33 one classification or grade to another, the employee's civil
34 service seniority rights shall be continuous in any department
35 grade or classification that the employee formerly held.

1 3. A list of all civil service employees employed or
2 appointed as fire fighters or police officers, fire chiefs or
3 police chiefs, or assistant fire chiefs or assistant police
4 chiefs shall be prepared and posted in the city hall by the
5 civil service commission on or before July 1 of each year,
6 indicating the civil service standing of each employee as to
7 the employee's seniority.

8 4. Seniority rights under this section shall not be
9 applicable to a civil service employee unless the employee is
10 employed or appointed as a fire fighter or police officer, fire
11 chief or police chief, or assistant fire chief or assistant
12 police chief. Seniority rights under this section shall only
13 accrue during employment or appointment as a fire fighter or
14 police officer, fire chief or police chief, or assistant fire
15 chief or assistant police chief.

16 Sec. 56. Section 400.17, subsection 4, Code 2017, is amended
17 to read as follows:

18 4. A person shall not be appointed, denied appointment,
19 promoted, removed, discharged, suspended, or demoted to or
20 from a civil service position or in any other way favored or
21 discriminated against in that position because of political
22 or religious opinions or affiliations, race, national origin,
23 sex, or age, or in retaliation for the exercise of any right
24 enumerated in [this chapter](#). However, the maximum age for a
25 police officer or fire fighter covered by [this chapter](#) and
26 employed for police duty or the duty of fighting fires is
27 sixty-five years of age.

28 Sec. 57. Section 400.18, Code 2017, is amended to read as
29 follows:

30 **400.18 Removal, discharge, demotion, or suspension.**

31 1. A person holding civil service rights as provided in this
32 chapter shall not be removed, discharged, demoted, or suspended
33 arbitrarily, ~~except as otherwise provided in [this chapter](#),~~
34 but may be removed, discharged, demoted, or suspended ~~after a~~
35 ~~hearing by a majority vote of the civil service commission,~~

1 ~~for neglect of duty, disobedience, misconduct, or failure~~
2 ~~to properly perform the person's duties~~ due to any act or
3 failure to act by the employee that is in contravention of
4 law, city policies, or standard operating procedures, or that
5 in the judgment of the person having the appointing power as
6 provided in this chapter, or the chief of police or chief of
7 the fire department, is sufficient to show that the employee is
8 unsuitable or unfit for employment.

9 2. An employee who is removed, discharged, demoted, or
10 suspended may request a hearing before the civil service
11 commission to review the appointing authority's, police
12 chief's, or fire chief's decision to remove, discharge, demote,
13 or suspend the employee.

14 ~~2. 3.~~ The party alleging neglect of duty, disobedience,
15 misconduct, or failure to properly perform a duty city shall
16 have the burden of proof to prove that the act or failure to act
17 by the employee was in contravention of law, city policies, or
18 standard operating procedures, or is sufficient to show that
19 the employee is unsuitable or unfit for employment.

20 ~~3. 4.~~ A person subject to a hearing has the right to
21 be represented by counsel at the person's expense or by the
22 person's authorized collective bargaining representative.

23 5. A collective bargaining agreement to which a bargaining
24 unit that has a majority of members who are public safety
25 employees as defined in section 20.3 is a party shall provide
26 additional procedures not inconsistent with this section for
27 the implementation of this section.

28 Sec. 58. Section 400.19, Code 2017, is amended to read as
29 follows:

30 400.19 Removal, ~~or~~ discharge, demotion, or suspension of
31 subordinates.

32 The person having the appointing power as provided in
33 this chapter, or the chief of police or chief of the fire
34 department, may, upon presentation of grounds for such action
35 to the subordinate in writing, peremptorily remove, discharge,

1 ~~demote, or suspend, demote, or discharge~~ a subordinate then
2 under the person's or chief's direction ~~for neglect of duty,~~
3 ~~disobedience of orders, misconduct, or failure to properly~~
4 ~~perform the subordinate's duties~~ due to any act or failure
5 to act by the employee that is in contravention of law, city
6 policies, or standard operating procedures, or that in the
7 judgment of the person or chief is sufficient to show that the
8 employee is unsuitable or unfit for employment.

9 Sec. 59. Section 400.20, Code 2017, is amended to read as
10 follows:

11 **400.20 Appeal.**

12 The ~~suspension removal, discharge, demotion, or discharge~~
13 suspension of a person holding civil service rights may be
14 appealed to the civil service commission within fourteen
15 calendar days after the ~~suspension removal, discharge,~~
16 demotion, or ~~discharge~~ suspension.

17 Sec. 60. Section 400.21, Code 2017, is amended to read as
18 follows:

19 **400.21 Notice of appeal.**

20 If the appeal be taken by the person ~~suspended removed,~~
21 discharged, demoted, or ~~discharged~~ suspended, notice thereof,
22 signed by the appellant and specifying the ruling appealed
23 from, shall be filed with the clerk of commission; if by the
24 person making such ~~suspension removal, discharge, demotion, or~~
25 ~~discharge~~ suspension, such notice shall also be served upon the
26 person ~~suspended removed, discharged,~~ demoted, or ~~discharged~~
27 suspended.

28 Sec. 61. Section 400.22, Code 2017, is amended to read as
29 follows:

30 **400.22 Charges.**

31 Within fourteen calendar days from the service of the notice
32 of appeal, the person or body making the ruling appealed
33 from shall file with the body to which the appeal is taken a
34 written specification of the charges and grounds upon which the
35 ruling was based. If the charges are not filed, the person

1 ~~suspended or removed~~, discharged, demoted, or suspended may
2 present the matter to the body to whom the appeal is to be
3 taken by affidavit, setting forth the facts, and the body to
4 whom the appeal is to be taken shall immediately enter an
5 order reinstating the person ~~suspended or removed~~, discharged,
6 demoted, or suspended for want of prosecution.

7 Sec. 62. Section 400.27, Code 2017, is amended to read as
8 follows:

9 **400.27 Jurisdiction — attorney — appeal.**

10 1. The civil service commission has jurisdiction to hear
11 and determine matters involving the rights of civil service
12 employees under [this chapter](#), and may affirm, modify, or
13 reverse any case on its merits.

14 2. The city attorney or solicitor shall be the attorney
15 for the commission or when requested by the commission shall
16 present matters concerning civil service employees to the
17 commission, except the commission may hire a counselor or
18 an attorney on a per diem basis to represent it when in the
19 opinion of the commission there is a conflict of interest
20 between the commission and the city council. The counselor or
21 attorney hired by the commission shall not be the city attorney
22 or solicitor. The city shall pay the costs incurred by the
23 commission in employing an attorney under [this section](#).

24 ~~The city or any civil service employee shall have a right to~~
25 ~~appeal to the district court from the final ruling or decision~~
26 ~~of the civil service commission. The appeal shall be taken~~
27 ~~within thirty days from the filing of the formal decision of~~
28 ~~the commission. The district court of the county in which the~~
29 ~~city is located shall have full jurisdiction of the appeal and~~
30 ~~the said appeal shall be a trial de novo as an equitable action~~
31 ~~in the district court.~~

32 ~~The appeal to the district court shall be perfected by filing~~
33 ~~a notice of appeal with the clerk of the district court within~~
34 ~~the time prescribed in [this section](#) by serving notice of appeal~~
35 ~~on the clerk of the civil service commission, from whose ruling~~

1 ~~or decision the appeal is taken.~~

2 ~~In the event the ruling or decision appealed from is reversed~~
3 ~~by the district court, the appellant, if it be an employee,~~
4 ~~shall then be reinstated as of the date of the said suspension,~~
5 ~~demotion, or discharge and shall be entitled to compensation~~
6 ~~from the date of such suspension, demotion, or discharge.~~

7 Sec. 63. Section 400.28, Code 2017, is amended to read as
8 follows:

9 **400.28 Employees — number diminished.**

10 ~~1. When the public interest requires~~ A city council may
11 implement a diminution of employees in a classification or
12 grade under civil service, ~~the city council, acting in good~~
13 ~~faith, may do either of the following:~~

14 ~~a. Abolish the office and remove the employee from~~
15 ~~the employee's classification or grade thereunder. Such~~
16 a diminution shall be carried out in accordance with any
17 procedures provided in a collective bargaining agreement to
18 which a bargaining unit that has a majority of members who are
19 public safety employees as defined in section 20.3 is a party,
20 if applicable.

21 ~~b. Reduce the number of employees in any classification or~~
22 ~~grade by suspending the necessary number.~~

23 ~~2. In case it thus becomes necessary to so remove or suspend~~
24 ~~any such employees, the persons so removed or suspended shall~~
25 ~~be those having seniority of the shortest duration in the~~
26 ~~classifications or grades affected, and such seniority shall be~~
27 ~~computed as provided in [section 400.12](#) for all persons holding~~
28 ~~seniority in the classification or grade affected, regardless~~
29 ~~of their seniority in any other classification or grade, but~~
30 ~~any such employee so removed from any classification or grade~~
31 ~~shall revert to the employee's seniority in the next lower~~
32 ~~grade or classification; if such seniority is equal, then the~~
33 ~~one less efficient and competent as determined by the person or~~
34 ~~body having the appointing power shall be the one affected.~~

35 ~~3. In case of removal or suspension, the civil service~~

1 ~~commission shall issue to each person affected one certificate~~
2 ~~showing the person's comparative seniority or length of service~~
3 ~~in each of the classifications or grades from which the person~~
4 ~~is so removed and the fact that the person has been honorably~~
5 ~~removed. The certificate shall also list each classification~~
6 ~~or grade in which the person was previously employed. The~~
7 ~~person's name shall be carried for a period of not less than~~
8 ~~three years after the suspension or removal on a preferred list~~
9 ~~and appointments or promotions made during that period to the~~
10 ~~person's former duties in the classification or grade shall~~
11 ~~be made in the order of greater seniority from the preferred~~
12 ~~lists.~~

13 Sec. 64. Section 411.1, subsection 14, Code 2017, is amended
14 to read as follows:

15 14. "*Member in good standing*" means a member in service who
16 is not subject to removal, discharge, demotion, or suspension
17 by the employing city of the member pursuant to [section 400.18](#)
18 or [400.19](#), or other comparable process, and who is not the
19 subject of an investigation that could lead to such removal,
20 discharge, demotion, or suspension. Except as specifically
21 provided pursuant to [section 411.9](#), a person who is restored
22 to active service for purposes of applying for a pension under
23 this chapter is not a member in good standing.

24 Sec. 65. SENIORITY RIGHTS — APPLICABILITY. On and after
25 the effective date of this division of this Act, any seniority
26 rights of city civil service employees, including but not
27 limited to seniority accrued, provided pursuant to section
28 400.12, Code 2017, that are not also provided pursuant to
29 section 400.12, as amended by this division of this Act, are
30 extinguished.

31 Sec. 66. EFFECTIVE UPON ENACTMENT. This division of this
32 Act, being deemed of immediate importance, takes effect upon
33 enactment.

34
35

DIVISION V
HEALTH INSURANCE MATTERS

1 collective bargaining between public employers and public
2 employees under Code section 20.9.

3 Under current law, for negotiations regarding any public
4 employees, mandatory subjects of bargaining are wages, hours,
5 vacations, insurance, holidays, leaves of absence, shift
6 differentials, overtime compensation, supplemental pay,
7 seniority, transfer procedures, job classifications, health and
8 safety matters, evaluation procedures, procedures for staff
9 reduction, in-service training, terms authorizing dues checkoff
10 for members of employee organizations, grievance procedures
11 for resolving any questions arising under the agreement, and
12 other matters mutually agreed upon. Retirement systems are a
13 prohibited subject of bargaining.

14 The division provides that, for negotiations regarding a
15 bargaining unit with a majority of members who are public
16 safety employees, mandatory subjects of bargaining are wages,
17 hours, vacations, insurance, holidays, leaves of absence,
18 shift differentials, overtime compensation, supplemental pay,
19 seniority, transfer procedures, job classifications, health
20 and safety matters, evaluation procedures, procedures for
21 staff reduction, in-service training, grievance procedures
22 for resolving any questions arising under the agreement, and
23 other matters mutually agreed upon. The division provides
24 that, for negotiations regarding a bargaining unit that does
25 not have a majority of members who are public safety employees,
26 the mandatory subjects of bargaining are base wages and
27 other matters mutually agreed upon. Mandatory subjects of
28 negotiation specified in the division shall be interpreted
29 narrowly and restrictively.

30 The division provides that prohibited subjects of bargaining
31 for negotiations regarding any public employees are retirement
32 systems, dues checkoffs, and other payroll deductions for
33 political action committees or other political contributions or
34 political activities. The division provides that prohibited
35 subjects of bargaining negotiations regarding a bargaining unit

1 that does not have a majority of members who are public safety
2 employees shall also include insurance, leaves of absence for
3 political activities, supplemental pay, transfer procedures,
4 evaluation procedures, procedures for staff reduction, release
5 time, subcontracting public services, grievance procedures
6 for resolving any questions arising under the agreement, and
7 seniority and any wage increase, employment benefit, or other
8 employment advantage based on seniority.

9 The division provides that the term of a collective
10 bargaining agreement entered into pursuant to Code chapter 20
11 shall not exceed five years.

12 The division defines "public safety employee" as a public
13 employee who is employed as a sheriff or a sheriff's regular
14 deputy; a marshal or police officer of a city, township, or
15 special-purpose district or authority who is a member of a
16 paid police department; a member, except a non-peace officer
17 member, of the division of state patrol, narcotics enforcement,
18 state fire marshal, or criminal investigation, including but
19 not limited to a gaming enforcement officer, who has been duly
20 appointed by the department of public safety in accordance with
21 Code section 80.15; a conservation officer or park ranger as
22 authorized by Code section 456A.13; or a permanent or full-time
23 fire fighter of a city, township, or special-purpose district
24 or authority who is a member of a paid fire department. The
25 division defines "supplemental pay" as a payment of moneys
26 or other thing of value that is in addition to compensation
27 received pursuant to any other permitted subject of negotiation
28 specified in Code section 20.9 and is related to the employment
29 relationship.

30 ARBITRATION PROCEDURES. The division makes changes to the
31 procedures for arbitration of impasses in collective bargaining
32 between public employers and public employees under Code
33 section 20.22.

34 ARBITRATION FACTORS. The division modifies the factors that
35 an arbitrator is required to consider in addition to any other

1 relevant factors in making a final determination on an impasse
2 item.

3 The division requires an arbitrator to specifically
4 address in the arbitrator's final determination on an impasse
5 item the factors considered by the arbitrator in making the
6 determination.

7 ARBITRATION FACTORS — PUBLIC SAFETY EMPLOYEES. Under the
8 division, an arbitrator in an arbitration to which a bargaining
9 unit that has a majority of members who are public safety
10 employees is a party is required to consider past collective
11 bargaining contracts between the parties including the
12 bargaining that led up to such contracts.

13 The arbitrator is required to consider a comparison of
14 wages, hours, and conditions of employment of the involved
15 public employees with those of other public employees doing
16 comparable work, giving consideration to factors peculiar to
17 the area and the classifications involved.

18 The arbitrator is required to consider the interests and
19 welfare of the public, the ability of the public employer to
20 finance economic adjustments and the effect of such adjustments
21 on the normal standard of services.

22 ARBITRATION FACTORS — NONPUBLIC SAFETY EMPLOYEES. Under
23 the division, an arbitrator in an arbitration to which a
24 bargaining unit that does not have a majority of members who
25 are public safety employees is a party is required to consider
26 a comparison of base wages, hours, and conditions of employment
27 of the involved public employees with those of other public
28 employees doing comparable work, giving consideration to
29 factors peculiar to the area and the classifications involved.
30 To the extent adequate, applicable data is available, the
31 arbitrator is also required to compare base wages, hours, and
32 conditions of employment of the involved public employees
33 with those of private sector employees doing comparable work,
34 giving consideration to factors peculiar to the area and the
35 classifications involved.

1 The arbitrator is required to consider the interests and
2 welfare of the public.

3 The arbitrator is required to consider the financial ability
4 of the employer to meet the cost of an offer in light of the
5 current economic conditions of the public employer. The
6 arbitrator is required to give substantial weight to evidence
7 that the public employer's authority to utilize funds is
8 restricted to special purposes or circumstances by state or
9 federal law, rules, regulations, or grant requirements.

10 The division prohibits the arbitrator from considering
11 past collective bargaining agreements between the parties or
12 bargaining that led to such agreements. The division also
13 prohibits the arbitrator from considering the public employer's
14 ability to fund an award through the increase or imposition of
15 new taxes, fees, or charges, or to develop other sources of
16 revenues.

17 MISCELLANEOUS ARBITRATION MATTERS. The division permits
18 the parties to agree to change the four-day deadline to serve
19 final offers on impasse items after a request for arbitration
20 is received.

21 The division prohibits the parties to an arbitration from
22 introducing, and the arbitrator from accepting or considering,
23 any direct or indirect evidence regarding any subject excluded
24 from negotiations pursuant to Code section 20.9.

25 Current law requires an arbitrator to select the most
26 reasonable offer, in the arbitrator's judgment, of the
27 final offers on each impasse item submitted by the parties.
28 The division provides that, for an arbitration to which a
29 bargaining unit that does not have a majority of members who
30 are public safety employees is a party, with respect to any
31 increase in base wages, the arbitrator's award shall not exceed
32 the lesser of two percentages in any one-year period in the
33 duration of the bargaining agreement. The percentages are 3
34 percent or a percentage equal to the increase in the consumer
35 price index for all urban consumers (CPI-U) for the midwest

1 region, if any, as determined by the United States department
2 of labor, bureau of labor statistics, or a successor index.
3 The CPI-U percentage shall be the change in the consumer price
4 index for the 12-month period beginning 18 months prior to
5 the month in which the impasse item regarding base wages was
6 submitted to the arbitrator and ending six months prior to
7 the month in which the impasse item regarding base wages was
8 submitted to the arbitrator.

9 The division requires the public employment relations board
10 (PERB) to provide information to the parties regarding the
11 change in the CPI-U for the midwest region for any 12-month
12 period to assist the parties in the preparation of their final
13 offers on an impasse item regarding base wages. The division
14 requires the department of workforce development to assist the
15 PERB in preparing such information upon request.

16 PUBLIC EMPLOYEE ELECTIONS. The division makes changes to
17 public employee elections conducted pursuant to Code section
18 20.15.

19 CERTIFICATION ELECTIONS. The division raises the required
20 percentage of support from employees in a bargaining unit
21 required for an employee organization that did not submit
22 a petition for certification as the exclusive bargaining
23 representative of a bargaining unit to be listed on the ballot
24 for a certification election from 10 percent to 30 percent.

25 The division provides that if a majority of employees in
26 a bargaining unit vote for no bargaining representation,
27 the public employees in the bargaining unit shall not be
28 represented by an employee organization. The division provides
29 that if a majority of employees in the bargaining unit vote
30 for a listed employee organization, that employee organization
31 shall represent the public employees in the bargaining unit.

32 The division provides that if none of the choices listed
33 on the ballot receive the vote of a majority of the public
34 employees in the bargaining unit, the public employees in
35 the bargaining unit shall not be represented by an employee

1 organization. Current law requires a runoff election to be
2 held if none of the choices listed on the ballot receive a
3 majority of votes cast.

4 The division prohibits the PERB from considering a petition
5 for certification as the exclusive bargaining representative
6 of a bargaining unit unless a period of two years has
7 elapsed from the date of the last certification election
8 in which an employee organization was not certified as the
9 exclusive representative of that bargaining unit, of the last
10 retention and recertification election in which an employee
11 organization was not retained and recertified as the exclusive
12 representative of that bargaining unit, or of the last
13 decertification election in which an employee organization was
14 decertified as the exclusive representative of that bargaining
15 unit.

16 DECERTIFICATION ELECTIONS. The division provides that
17 if a majority of the public employees in a bargaining unit
18 vote to decertify the bargaining representative, the PERB,
19 after the period for filing written objections has elapsed,
20 shall immediately decertify the representative and the
21 public employees shall not be represented by an employee
22 organization except pursuant to the filing of a subsequent
23 petition for certification of an employee organization and an
24 election conducted pursuant to such petition. Such written
25 objections and decertifications shall be subject to applicable
26 administrative and judicial review.

27 The division provides that if a majority of the public
28 employees in the bargaining unit do not vote to decertify the
29 bargaining representative, the bargaining representative shall
30 continue to represent the public employees in the bargaining
31 unit.

32 The division prohibits the PERB from considering a petition
33 for decertification of an employee organization unless a
34 bargaining unit's collective bargaining agreement exceeds
35 two years in length. The division also prohibits the PERB

1 from scheduling a decertification election for a bargaining
2 unit within one year of a prior certification, retention and
3 recertification, or decertification election involving the
4 bargaining unit. The division requires the PERB to schedule
5 a decertification election not less than 150 days before the
6 expiration date of the bargaining unit's collective bargaining
7 agreement unless otherwise prohibited by the division.

8 RETENTION AND RECERTIFICATION ELECTIONS. The division
9 provides for elections to retain and recertify the bargaining
10 representative of a bargaining unit prior to the expiration of
11 the bargaining unit's collective bargaining agreement. The
12 division provides that the question on the ballot shall be
13 whether the bargaining representative of the public employees
14 in the bargaining unit shall be retained and recertified as
15 the bargaining representative of the public employees in the
16 bargaining unit. For collective bargaining agreements with
17 a June 30 expiration date, the division provides that the
18 election shall occur between June 1 and November 1, both dates
19 included, in the year prior to that expiration date. For
20 collective bargaining agreements with a different expiration
21 date, the division provides that the election shall occur
22 between 365 and 270 days prior to the expiration date.

23 The division provides that if a majority of the public
24 employees in the bargaining unit vote to retain and recertify
25 the representative, the PERB shall retain and recertify the
26 bargaining representative, and the bargaining representative
27 shall continue to represent the public employees in the
28 bargaining unit. The division provides that if a majority
29 of the public employees in the bargaining unit do not vote
30 to retain and recertify the representative, the PERB,
31 after the period for filing written objections has elapsed,
32 shall immediately decertify the representative and the
33 public employees shall not be represented by an employee
34 organization except pursuant to the filing of a subsequent
35 petition for certification of an employee organization and an

1 election conducted pursuant to such petition. Such written
2 objections and decertifications shall be subject to applicable
3 administrative and judicial review.

4 PERB DUTIES. The division strikes language providing that
5 the PERB shall interpret, apply, and administer the provisions
6 of Code chapter 20. The division instead provides that the
7 PERB shall administer the provisions of Code chapter 20.

8 The division requires the PERB to appoint a certified
9 shorthand reporter to report state employee grievance and
10 discipline resolution proceedings pursuant to Code section
11 8A.415, relating to grievance and discipline resolution
12 procedures under the state employee merit system, and fix a
13 reasonable amount of compensation for such service and for any
14 transcript requested by the PERB, which amounts shall be taxed
15 as other costs.

16 The division authorizes the PERB to contract with a vendor
17 to conduct elections required by Code section 20.15 on behalf
18 of the PERB. The division requires the PERB to establish fees
19 by rule to cover the cost of such elections. Such fees shall
20 be paid in advance of an election and shall be paid by each
21 employee organization listed on the ballot.

22 STATEWIDE COLLECTIVE BARGAINING AGREEMENTS FOLLOWING A
23 GUBERNATORIAL ELECTION YEAR. The division prohibits holding
24 a ratification election or requesting arbitration for the
25 negotiation of a proposed, statewide collective bargaining
26 agreement to become effective in the year following a general
27 election in which the governor and certain other elected
28 officials are elected until at least two weeks after the date
29 of the beginning of the term of office of the governor in that
30 year as prescribed in the Iowa Constitution. The division
31 provides that on and after the beginning of the term of
32 office of the governor in that year as prescribed in the Iowa
33 Constitution, the governor shall have the authority to reject
34 such a proposed statewide collective bargaining agreement. If
35 the governor does so, the division requires the parties to

1 commence collective bargaining in accordance with Code section
2 20.17. The division provides that such negotiation shall be
3 complete not later than March 15 of that year, unless the
4 parties mutually agree to a different deadline. The division
5 requires the PERB to adopt rules providing for alternative
6 deadlines for the completion of the procedures provided in Code
7 sections 20.17, 20.19, 20.20, and 20.22 for negotiation of such
8 statewide collective bargaining agreements in such years, which
9 deadlines may be waived by mutual agreement of the parties.

10 CONFIDENTIAL RECORDS. The division provides that
11 evidence of public employee support for the retention and
12 recertification of an employee organization that is submitted
13 to the PERB as provided in Code section 20.15 is a confidential
14 record under Code chapter 22, the state open records law. The
15 division also provides that information indicating whether
16 a public employee voted in a certification, retention and
17 recertification, or decertification election, or how the
18 employee voted on any question on a ballot in such an election,
19 is a confidential record.

20 EMPLOYEE ORGANIZATION DUES. The division strikes current
21 Code section 70A.19, relating to the duration of state payroll
22 deductions for dues of members of employee organizations,
23 and replaces it with new Code section 70A.19. New Code
24 section 70A.19 prohibits the state, a state agency, a regents
25 institution, a board of directors of a school district, a
26 community college, or an area education agency, a county board
27 of supervisors, a governing body of a city, or any other public
28 employer from authorizing or administering a deduction from the
29 salaries or wages of its employees for membership dues to an
30 employee organization.

31 MISCELLANEOUS PROVISIONS RELATING TO PUBLIC EMPLOYEE
32 COLLECTIVE BARGAINING. The division modifies certain public
33 employer rights provided in Code section 20.7. The division
34 provides that a public employer has the right to evaluate
35 public employees in positions within the public agency.

1 The division strikes language providing that suspension or
2 discharge of a public employee must be for proper cause.

3 The division provides that a public employee has the right
4 under Code section 20.8 to exercise any right or seek any
5 remedy provided by law, including but not limited to Code
6 sections 70A.28 and 70A.29, Code chapter 8A, subchapter IV, and
7 Code chapters 216 and 400. Interfering with public employee
8 rights under Code section 20.8 is a prohibited practice under
9 Code section 20.10. Code section 20.11 provides administrative
10 remedies for violations of Code section 20.10.

11 Language in Code section 20.17, subsection 9, prohibiting a
12 public employee or any employee organization from negotiating
13 or attempting to negotiate directly with a member of the
14 governing board of a public employer if the public employer
15 has appointed or authorized a bargaining representative for
16 the purpose of bargaining with the public employees or their
17 representative is transferred to Code section 20.10.

18 The division increases the amount of time before an employee
19 organization decertified as the exclusive representative of a
20 bargaining unit for violating an injunction against an unlawful
21 strike can be certified again from 12 months to 24 months.

22 Current Code section 20.26, which prohibits employer
23 organizations from making direct or indirect political
24 contributions, specifies that the section shall not be
25 construed to prohibit voluntary contributions by individuals
26 to political parties or candidates. The division provides
27 that such contributions shall not be made through payroll
28 deductions. Current law provides that any person who willfully
29 violates Code section 20.26, or who makes a false statement
30 knowing it to be false, or who knowingly fails to disclose a
31 material fact shall, upon conviction, be subject to a fine of
32 not more than \$1,000 or imprisoned for not more than 30 days or
33 shall be subject to both such fine and imprisonment.

34 The division requires the PERB to maintain an internet site
35 that allows searchable access to a database of collective

1 bargaining agreements and other collective bargaining
2 information.

3 The division strikes and replaces Code section 20.30,
4 relating to voluntary reductions in rank by supervisory
5 members of departments or agencies in certain circumstances.
6 Previously, Code section 20.30 prohibited granting a
7 supervisory member employed by any state department or agency
8 a voluntary reduction to a nonsupervisory rank or grade
9 during the six months preceding retirement of the member. The
10 division further provided that a member employed by any state
11 department or agency who retires in less than six months after
12 voluntarily requesting and receiving a reduction in rank or
13 grade from a supervisory to a nonsupervisory position shall be
14 ineligible for a benefit to which the member is entitled as
15 a nonsupervisory member but is not entitled as a supervisory
16 member. The division increases these time periods to 36
17 months.

18 The division provides that a mediator shall not be required
19 to testify in any arbitration proceeding regarding any matters
20 occurring in the course of a mediation.

21 The division strikes language requiring a council, board of
22 waterworks, or other board or commission which establishes a
23 pension and annuity retirement system pursuant to Code chapter
24 412 to negotiate in good faith with a certified employee
25 organization which is the collective bargaining representative
26 of the employees, with respect to the amount or rate of
27 the assessment on the wages and salaries of employees and
28 the method or methods for payment of the assessment by the
29 employees.

30 The division makes additional conforming changes.

31 TRANSITION PROVISIONS. The division requires parties,
32 mediators, and arbitrators engaging in any collective
33 bargaining procedures provided for in Code chapter 20, Code
34 2017, who have not, before the effective date of the division,
35 completed such procedures, to immediately terminate any such

1 procedures in process as of the effective date of the division.
2 The division provides that a collective bargaining agreement
3 negotiated pursuant to such procedures in process shall not
4 become effective. The division prohibits parties, mediators,
5 and arbitrators from engaging in further collective bargaining
6 procedures except as provided in the division. Such parties,
7 on or after the effective date of the division, may commence
8 collective bargaining in accordance with Code section 20.17, as
9 amended by the division.

10 If such parties include a state public employer and a state
11 employee organization, the division provides that negotiation
12 of a proposed collective bargaining agreement to become
13 effective during the remainder of calendar year 2017 shall be
14 complete not later than March 15, 2017, unless the parties
15 mutually agree to a different deadline. If such parties
16 include public employees represented by a certified employee
17 organization who are employed by a public employer which is a
18 school district, area education agency, or community college,
19 the division provides that negotiation of a proposed collective
20 bargaining agreement to become effective during the remainder
21 of calendar year 2017 shall be complete not later than June
22 30, 2017, unless the parties mutually agree to a different
23 deadline.

24 The division requires the PERB to adopt emergency rules to
25 provide for procedures as deemed necessary to implement these
26 transition provisions. The division provides that such rules
27 shall include but are not limited to alternative deadlines
28 for completion of the procedures provided in sections 20.17
29 and 20.22, as amended by the division, and sections 20.19 and
30 20.20, which deadlines may be waived by mutual agreement of the
31 parties.

32 EFFECTIVE DATE AND APPLICABILITY PROVISIONS. The division
33 takes effect upon enactment.

34 With the exception of the section of the division amending
35 Code section 20.6, subsection 1, the division does not apply

1 to collective bargaining agreements which have been ratified
2 in a ratification election, for which an arbitrator has made
3 a final determination, or which have become effective, where
4 such events occurred before the effective date of the division.
5 The division applies to all collective bargaining procedures
6 provided for in Code chapter 20 occurring on and after the
7 effective date of the division and collective bargaining
8 agreements for which a ratification election is held, for which
9 an arbitrator makes a final determination, or which, unless
10 otherwise provided in the division, become effective on or
11 after the effective date of the division.

12 The provision of the division amending Code section
13 70A.19 does not apply to dues deductions required by
14 collective bargaining agreements which have been ratified in
15 a ratification election, for which an arbitrator has made a
16 final determination, or which have become effective, where such
17 events occurred before the effective date of the division.

18 The provision of the division enacting Code section 20.15,
19 subsection 2, which provides for retention and recertification
20 elections, does not apply to collective bargaining agreements
21 with expiration dates occurring before April 1, 2018.

22 DIVISION II — EDUCATOR EMPLOYMENT MATTERS. This division
23 makes a variety of changes relating to educator employment
24 matters.

25 TERMINATION OF TEACHER EMPLOYMENT CONTRACTS. The division
26 makes various changes relating to the termination of teacher
27 employment contracts.

28 The division extends various procedural deadlines
29 regarding private hearings held after a superintendent
30 recommends termination of a teacher's employment contract.
31 The division makes participation in such a private hearing
32 by the superintendent, the superintendent's designated
33 representatives, the teacher's immediate supervisor, the
34 teacher, and the teacher's representatives discretionary on
35 the part of those individuals instead of mandatory. The

1 division strikes a requirement that the school board employ
2 a certified shorthand reporter to keep a record of a private
3 hearing, although the board must still keep a record. The
4 division strikes a requirement that the school board issue
5 subpoenas for witnesses and evidence on behalf of the board and
6 the teacher. The division strikes language providing for a
7 judicial remedy if a witness appears and refuses to testify or
8 to produce required books or papers at a private hearing. The
9 division strikes language authorizing the superintendent and
10 the teacher to file written briefs and arguments with the board
11 at the conclusion of the private hearing. The division strikes
12 language providing deadlines for determining the status of the
13 teacher's contract if the teacher does not request a private
14 hearing. The division strikes language requiring that the
15 decision of the board include findings of fact and conclusions
16 of law. The division permits a school board which votes to
17 continue a teacher's contract to issue the teacher a one-year,
18 nonrenewable contract.

19 The division repeals Code section 279.17, which permits a
20 teacher to appeal the board's determination to an adjudicator
21 and provides procedures for such appeals. Code language
22 providing for appeal of an adjudicator's decision to district
23 court is modified to allow a teacher to appeal the board's
24 determination to district court.

25 TEACHER PROBATIONARY PERIODS. The division makes various
26 changes relating to probationary employment of teachers.

27 The division increases from one year to two years the
28 length of a teacher's probationary employment period in a
29 school district if the teacher has successfully completed a
30 probationary period of employment for another school district
31 located in Iowa.

32 The division strikes language providing that requirements
33 for notices of termination, private hearings, and appeals
34 applicable to nonprobationary teachers whose employment
35 contracts are terminated are applicable to probationary

1 teachers whose employment contracts are terminated. The
2 division provides alternative procedures for the termination of
3 employment contracts of such probationary teachers, including
4 notification procedures and the opportunity to request a
5 private conference with the school board.

6 EXTRACURRICULAR INTERSCHOLASTIC ATHLETIC COACH CONTRACTS.

7 The division makes various changes relating to extracurricular
8 interscholastic athletic coach employment contracts. The
9 division strikes language providing that wages for such
10 coaches shall be paid pursuant to established or negotiated
11 supplemental pay schedules. The division strikes language
12 providing that employment contracts of such coaches shall be
13 continued automatically in force and effect for equivalent
14 periods and that the termination of such contracts follows
15 procedures similar to those used for teacher contracts. The
16 division provides that employment contracts of such coaches may
17 be terminated prior to their expiration for any lawful reason
18 following an informal, private hearing before the school board.
19 The division provides that the decision of the school board to
20 terminate such a contract is final.

21 SCHOOL ADMINISTRATOR EMPLOYMENT MATTERS. The division makes
22 various changes relating to school administrator employment
23 matters.

24 The division strikes language providing that the rate of
25 compensation in an administrator's employment contract must be
26 on a weekly or monthly basis.

27 The division permits a school board to issue a temporary
28 employment contract to an administrator for a period of up to
29 nine months.

30 The division strikes language permitting a school board
31 considering the termination of an administrator's contract and
32 the administrator to mutually agree to enter into a one-year,
33 nonrenewable employment contract and instead permits the school
34 board to issue such a contract.

35 The division increases the probationary employment

1 period for administrators from two years to three years
2 and strikes language permitting a school board to waive the
3 probationary period for an administrator who previously served
4 a probationary period in another school district.

5 The division provides that a hearing before an
6 administrative law judge requested by an administrator whose
7 employment contract a school board is considering terminating
8 shall be a private hearing. The division extends certain
9 procedural deadlines relating to such hearings. The division
10 provides that any witnesses for the parties at the hearing
11 shall be sequestered. The division strikes language requiring
12 that the decision of the board include findings of fact and
13 conclusions of law. The division permits a school board which
14 votes to continue an administrator's contract to issue the
15 administrator a one-year, nonrenewable contract.

16 INTENSIVE ASSISTANCE PROGRAMS. The division makes various
17 changes relating to intensive assistance programs.

18 The division provides that a teacher who has previously
19 participated in an intensive assistance program relating to
20 particular Iowa teaching standards or criteria shall not be
21 entitled to participate in another intensive assistance program
22 relating to the same standards or criteria. The division
23 provides that following a teacher's participation in an
24 intensive assistance program, the teacher shall be reevaluated
25 to determine whether the teacher successfully completed
26 the intensive assistance program and is meeting district
27 expectations under the applicable Iowa teaching standards or
28 criteria. The division provides that if the teacher did not
29 successfully complete the intensive assistance program or
30 continues not to meet the applicable Iowa teaching standards or
31 criteria, the board may initiate procedures to terminate the
32 teacher's employment contract immediately or at the end of the
33 school year or may continue the teacher's contract for a period
34 not to exceed one year on a nonrenewable basis and without the
35 right to a private hearing.

1 MISCELLANEOUS PROVISIONS RELATING TO EDUCATOR EMPLOYMENT

2 MATTERS. The division permits a school board to issue a
3 temporary employment contract to a teacher for a period of up
4 to six months.

5 The division provides that just cause for which a teacher
6 may be discharged at any time during the contract year under
7 Code section 279.27 includes but is not limited to a violation
8 of the code of professional conduct and ethics of the board
9 of educational examiners if the board has taken disciplinary
10 action against a teacher, during the six months following
11 issuance by the board of a final written decision and finding
12 of fact after a disciplinary proceeding. Code section 279.27
13 specifies procedures for such discharges.

14 The division strikes language permitting or requiring a
15 school board and its certified bargaining representative to
16 negotiate various matters pursuant to Code chapter 20.

17 The division makes additional conforming changes.

18 EFFECTIVE DATE AND APPLICABILITY PROVISIONS. The division
19 takes effect upon enactment.

20 The division applies to employment contracts of school
21 employees entered into pursuant to Code chapter 279 on and
22 after the effective date of the division. The division does
23 not apply to collective bargaining agreements pursuant to Code
24 chapter 20 which have been ratified in a ratification election,
25 for which an arbitrator has made a final determination, or
26 which have become effective, where such events occurred before
27 the effective date of the division. The division applies to
28 all collective bargaining procedures provided for in Code
29 chapter 20 occurring on and after the effective date of the
30 division and collective bargaining agreements pursuant to Code
31 chapter 20 for which a ratification election is held, for which
32 an arbitrator makes a final determination, or which, unless
33 otherwise provided in the division, become effective on or
34 after the effective date of the division.

35 DIVISION III — PERSONNEL RECORDS AND SETTLEMENT AGREEMENTS.

1 This division makes changes relating to public employee
2 personnel records and settlement agreements.

3 PERSONNEL RECORDS. The division amends Code section 22.7,
4 subsection 11, governing personal information in confidential
5 personnel records of government bodies. Code section 22.7,
6 subsection 11, generally provides that personal information in
7 confidential personnel records of government bodies relating
8 to identified or identifiable individuals who are officials,
9 officers, or employees of the government bodies is considered
10 a confidential record. Code section 22.7, subsection 11,
11 paragraph "a", subparagraph (5), provides that certain
12 information relating to such individuals contained in personnel
13 records shall be a public record. Under current law, the fact
14 that an individual was discharged as the result of a final
15 disciplinary action upon the exhaustion of all applicable
16 contractual, legal, and statutory remedies is a public record.

17 Under the division, the fact that, as the result of a
18 disciplinary action, an individual resigned in lieu of
19 termination, was discharged, or was demoted is a public record.
20 The division strikes requirements that such disciplinary
21 action be final and that all applicable contractual, legal,
22 and statutory remedies be exhausted. The division defines
23 "demoted" and "demotion" as a change of an employee from
24 a position in a given classification to a position in a
25 classification having a lower pay grade. This provision
26 applies to all such information relating to resignation in
27 lieu of termination, discharge, or demotion placed in an
28 individual's personnel records on or after the effective date
29 of the division.

30 The division requires a government body that takes
31 disciplinary action against an employee that may result in
32 information described in the division being placed in the
33 employee's personnel record, prior to taking such disciplinary
34 action, to notify the employee in writing that the information
35 placed in the employee's personnel file as a result of the

1 disciplinary action may become a public record.

2 PERSONNEL SETTLEMENT AGREEMENTS. The division provides that
3 personnel settlement agreements between the state and a state
4 employee shall not contain any confidentiality or nondisclosure
5 provisions that attempt to prevent the disclosure of the
6 personnel settlement agreement. The division provides that
7 any confidentiality or nondisclosure provision in a personnel
8 settlement agreement is not enforceable. The division provides
9 that the requirements of the division shall not be superseded
10 by any collective bargaining agreement. The division provides
11 that personnel settlements shall be made available to the
12 public on an internet site. The division provides that the
13 internet site be maintained by the department of administrative
14 services or board of regents, as applicable, based on the
15 employee covered. The requirements of the division are
16 applicable to employees of the executive branch of government.
17 The division prohibits a state agency from entering into a
18 personnel settlement agreement with a state employee on behalf
19 of the state unless the personnel settlement agreement is first
20 reviewed by certain state officials specified in the division.
21 The division defines a "personnel settlement agreement" as a
22 binding legal agreement between a state employee and the state
23 employee's employer, subject to Code section 22.13 relating to
24 settlement agreements as public records, to resolve a personnel
25 dispute including but not limited to a grievance. A "personnel
26 settlement agreement" does not include an initial decision
27 by an employee's employer concerning a personnel dispute or
28 grievance.

29 EFFECTIVE DATE. The division takes effect upon enactment.

30 DIVISION IV — CITY CIVIL SERVICE REQUIREMENTS. This
31 division makes a variety of changes relating to city civil
32 service requirements under Code chapter 400.

33 SENIORITY RIGHTS. The division provides that Code section
34 400.12, which currently establishes seniority rights in
35 employment for all city civil service employees, applies only

1 to city civil service employees employed or appointed as fire
2 fighters or police officers, fire chiefs or police chiefs, or
3 assistant fire chiefs or assistant police chiefs. The division
4 provides that seniority rights under Code section 400.12
5 shall not be applicable to a civil service employee unless
6 the employee is employed or appointed as a fire fighter or
7 police officer, fire chief or police chief, or assistant fire
8 chief or assistant police chief. The division provides that
9 seniority rights under Code section 400.12 shall only accrue
10 during employment or appointment as a fire fighter or police
11 officer, fire chief or police chief, or assistant fire chief
12 or assistant police chief. On and after the effective date
13 of the division, any seniority rights of city civil service
14 employees, including but not limited to seniority accrued,
15 provided pursuant to Code section 400.12, Code 2017, that are
16 not also provided pursuant to Code section 400.12, as amended
17 by the division, are extinguished.

18 ADVERSE EMPLOYMENT ACTIONS — GROUNDS AND PROCEDURES. The
19 division makes changes relating to adverse employment actions
20 taken against city civil service employees. Current law
21 provides that adverse employment action may be taken against
22 an employee by the employee's appointing authority, police
23 chief, or fire chief, as applicable, for neglect of duty,
24 disobedience, misconduct, or failure to properly perform the
25 employee's duties after a hearing before the city civil service
26 commission.

27 The division instead provides that such action may be
28 taken against an employee due to any act or failure to act by
29 the employee that is in contravention of law, city policies,
30 or standard operating procedures, or that in the judgment
31 of the appointing authority, police chief, or fire chief is
32 sufficient to show that the employee is unsuitable or unfit for
33 employment.

34 The division requires an appointing authority, police
35 chief, or fire chief taking such action to present the grounds

1 for such action to the employee in writing. The division
2 permits an employee subject to adverse employment action to
3 request a hearing before the civil service commission to review
4 the appointing authority's, police chief's, or fire chief's
5 decision. The division provides that, in such a hearing, the
6 city shall have the burden to prove that the act or failure to
7 act by the employee was in contravention of law, city policies,
8 or standard operating procedures, or is sufficient to show
9 that the employee is unsuitable or unfit for employment. The
10 division provides that a collective bargaining agreement to
11 which a bargaining unit that has a majority of members who are
12 public safety employees as defined in Code section 20.3 is a
13 party shall provide additional procedures not inconsistent with
14 the division for the implementation of these requirements.

15 APPEAL OF CERTAIN CITY CIVIL SERVICE COMMISSION DECISIONS.
16 The division strikes language in Code section 400.27 permitting
17 a city or any civil service employee to appeal a final ruling
18 or decision of a city civil service commission involving the
19 rights of civil service employees under Code chapter 400 to a
20 district court and providing procedures for such appeals.

21 DIMINUTION OF EMPLOYEES. The division modifies Code
22 section 400.28, which permits a city council to carry out
23 certain procedures to implement a diminution of employees in
24 a classification or grade under civil service when the public
25 interest requires. The division permits a city council to
26 implement a diminution of employees in a classification or
27 grade under civil service and strikes procedural requirements
28 for such diminutions. The division provides that such
29 a diminution shall be carried out in accordance with any
30 procedures provided in a collective bargaining agreement to
31 which a bargaining unit that has a majority of members who are
32 public safety employees as defined in Code section 20.3 is a
33 party, if applicable.

34 MISCELLANEOUS PROVISIONS. The division generally
35 standardizes terminology relating to adverse employment

1 actions in Code chapter 400. The division generally provides
2 that language referring to removal, discharge, demotion, or
3 suspension from employment as a city civil service employee
4 refers to all four terms.

5 The division makes additional conforming changes.

6 EFFECTIVE DATE. The division takes effect upon enactment.

7 DIVISION V — HEALTH INSURANCE MATTERS. This division makes
8 changes relating to public employee health insurance.

9 HEALTH INSURANCE — OFFER REQUIRED. The division requires
10 a public employer to offer health insurance to all public
11 employees employed by the public employer. The division
12 provides that all costs of such health insurance shall
13 be determined as otherwise provided by law. The division
14 defines "public employer" as the state of Iowa, its boards,
15 commissions, agencies, departments, and its political
16 subdivisions including school districts and other special
17 purpose districts. The division defines "public employee"
18 as any individual employed by a public employer, with the
19 exclusions enumerated in Code section 20.4.

20 ENROLLMENT AND CHANGE PERIOD. The division permits a 30-day
21 enrollment and change period for health insurance coverage
22 to be established and administered for any employees of the
23 state of Iowa, the state board of regents, or an institution
24 governed by the state board of regents eligible to participate
25 in a health insurance plan offered by the state, state board,
26 or institution pursuant to Code chapter 509A, if the affected
27 employees are provided written notice of the period at least 30
28 days before the beginning of the period and if the first day of
29 the period occurs in calendar year 2017.

30 The division takes effect upon amendment.