

**Senate File 213 - Introduced**

SENATE FILE 213  
BY SCHULTZ

**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:

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DIVISION I

PUBLIC EMPLOYEE COLLECTIVE BARGAINING

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

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

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

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

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

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

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

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

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

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

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

NEW SUBSECTION. 6. Appoint a certified shorthand reporter to report state employee grievance and discipline resolution 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 to 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.