

**House File 715 - Introduced**

HOUSE FILE 715

BY SMITH and BROWN-POWERS

**A BILL FOR**

1 An Act relating to employment matters, providing penalties and  
2 remedies, and including effective date, applicability, and  
3 transition provisions.

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

DIVISION I

ESSENTIAL EMPLOYEES — PREMIUM PAY

1  
2  
3 Section 1. Section 84A.5, subsection 4, Code 2021, is  
4 amended to read as follows:

5 4. The division of labor services is responsible for the  
6 administration of the laws of this state under chapters 88,  
7 88A, 88B, 89, 89A, 89B, 90A, 91, 91A, 91C, 91D, 91E, 92, 94,  
8 and 94A, and sections 73A.21 and 85.68. The executive head of  
9 the division is the labor commissioner, appointed pursuant to  
10 section 91.2.

11 Sec. 2. Section 91.4, subsection 2, Code 2021, is amended  
12 to read as follows:

13 2. The director of the department of workforce development,  
14 in consultation with the labor commissioner, shall, at the  
15 time provided by law, make an annual report to the governor  
16 setting forth in appropriate form the business and expense of  
17 the division of labor services for the preceding year, the  
18 number of remedial actions taken under chapter 89A, the number  
19 of disputes or violations processed by the division and the  
20 disposition of the disputes or violations, and other matters  
21 pertaining to the division which are of public interest,  
22 together with recommendations for change or amendment of the  
23 laws in this chapter and chapters 88, 88A, 88B, 89, 89A, 89B,  
24 90A, 91A, 91C, 91D, 91E, 92, 94, and 94A, and section 85.68,  
25 and the recommendations, if any, shall be transmitted by the  
26 governor to the first general assembly in session after the  
27 report is filed.

28 Sec. 3. Section 91A.2, subsection 7, Code 2021, is amended  
29 by adding the following new paragraph:

30 NEW PARAGRAPH. e. Premium pay pursuant to chapter 94.

31 Sec. 4. NEW SECTION. 94.1 Definitions.

32 As used in this chapter, unless the context otherwise  
33 requires:

34 1. "Commissioner" means the labor commissioner appointed  
35 pursuant to section 91.2.

1     2. "*Employer*" means a person, as defined in chapter 4, who  
2 in this state employs for wages a natural person.

3     3. "*Essential employee*" means a natural person who is  
4 employed in this state for wages engaged in one of the  
5 following occupations:

6     a. A health care professional who engages in direct contact  
7 with patients or patients' families or who handles potentially  
8 infectious materials.

9     b. An employee of a health care facility.

10    c. An emergency medical care provider as defined in section  
11 147A.1, a fire fighter, a peace officer as defined in section  
12 801.4, or an employee of the department of human services who  
13 provides social work or case work to children or who works in  
14 child protection.

15    d. An employee of a public or nonpublic school or an  
16 employee of a child care facility or child care home as those  
17 terms are defined in section 237A.1.

18    e. An employee of a food, agriculture, distribution, or  
19 manufacturing facility whose employment involves working or  
20 living in congregate settings that do not allow for social  
21 distancing.

22    f. An employee of the state who performs inspections of  
23 health care facilities or of child care facilities or child  
24 care homes as those terms are defined in section 237A.1.

25    g. An employee of a state or local correctional facility.

26    h. An employee of a retail establishment who provides  
27 services to customers.

28    4. "*Health care facility*" means and includes all of the  
29 following:

30    a. A facility as defined in section 514J.102.

31    b. A facility licensed pursuant to chapter 135B.

32    c. A facility licensed pursuant to chapter 135C.

33    d. Residential care facilities, nursing facilities,  
34 intermediate care facilities for persons with mental illness,  
35 intermediate care facilities for persons with intellectual

1 disabilities, hospice programs, elder group homes, and assisted  
2 living programs.

3 5. *"Health care professional"* means physicians and other  
4 health care practitioners who are licensed, certified, or  
5 otherwise authorized or permitted by the laws of this state  
6 to administer health care services in the ordinary course of  
7 business or in the practice of a profession. *"Health care*  
8 *professional"* includes the employer or agent of a health care  
9 professional who provides or arranges health care.

10 6. *"Health care services"* means services for the diagnosis,  
11 prevention, treatment, care, cure, or relief of a health  
12 condition, illness, injury, or disease, regardless of the  
13 setting in which such services are performed.

14 7. *"Period of infectious disease emergency"* means that  
15 period of time that a disease or virus determined to be  
16 life-threatening to a person exposed to the disease or virus  
17 has been declared a pandemic, epidemic, or public health  
18 emergency by the federal government, governor, or local public  
19 health authorities.

20 Sec. 5. NEW SECTION. 94.2 **Premium pay for essential**  
21 **employees — infectious disease emergency.**

22 1. During a period of infectious disease emergency, an  
23 employer shall pay an essential employee, in addition to any  
24 other wages or benefits to which the employee is entitled,  
25 premium pay. Premium pay shall be paid at the same time and in  
26 the same manner as an essential employee's regular wages.

27 2. Upon consideration of the nature and expected duration  
28 of the period of infectious disease emergency, the various  
29 duties to be performed by essential employees in responding  
30 to the period of infectious disease emergency, and any  
31 other information the commissioner may deem relevant, the  
32 commissioner shall establish by rule pursuant to chapter 17A  
33 the rate or amount of premium pay to which an essential worker  
34 is entitled pursuant to this chapter. The commissioner may  
35 establish different rates or amounts of premium pay by rule

1 for different occupations held by essential employees as the  
2 commissioner deems appropriate.

3 3. The commissioner shall establish by rule the rate or  
4 amount of premium pay applicable to a period of infectious  
5 disease emergency within one calendar week of the beginning  
6 of the emergency. The commissioner may update such rates or  
7 amounts by rule during a period of infectious disease emergency  
8 as the commissioner deems appropriate.

9 4. The commissioner may adopt rules on an emergency basis  
10 as provided in section 17A.4, subsection 3, and section  
11 17A.5, subsection 2, to administer this section and the rules  
12 shall be effective immediately upon filing unless a later  
13 date is specified in the rules. Any emergency rules adopted  
14 in accordance with this section shall also be published as  
15 a notice of intended action as provided in section 17A.4,  
16 subsection 1.

17 Sec. 6. NEW SECTION. 94.3 Rules — enforcement —  
18 penalties.

19 1. The commissioner shall adopt rules to administer this  
20 chapter.

21 2. This chapter and rules adopted pursuant to this chapter  
22 shall be enforced pursuant to chapter 91A.

23 Sec. 7. EMERGENCY RULES. The labor commissioner shall adopt  
24 emergency rules under section 17A.4, subsection 3, and section  
25 17A.5, subsection 2, paragraph "b", to implement the provisions  
26 of this Act and the rules shall be effective immediately upon  
27 filing unless a later date is specified in the rules. Any  
28 rules adopted in accordance with this section shall also be  
29 published as a notice of intended action as provided in section  
30 17A.4.

31 Sec. 8. APPLICABILITY. This division of this Act applies to  
32 pay periods beginning on or after the effective date of rules  
33 adopted by the labor commissioner to implement this division  
34 of this Act.

35 Sec. 9. EFFECTIVE DATE. This division of this Act, being

1 deemed of immediate importance, takes effect upon enactment.

2 DIVISION II

3 MINIMUM WAGE

4 Sec. 10. Section 91D.1, subsection 1, Code 2021, is amended  
5 to read as follows:

6 1. *a.* (1) The state hourly wage shall be at least ~~\$6.20 as~~  
7 ~~of April 1, 2007, and \$7.25 as of January 1, 2008~~ \$8.20 as of  
8 July 1, 2021, \$9.15 as of July 1, 2022, \$10.10 as of January 1,  
9 2023, \$11.05 as of July 1, 2023, \$12.00 as of January 1, 2024,  
10 \$12.95 as of July 1, 2024, \$13.90 as of January 1, 2025, and  
11 \$15.00 as of July 1, 2025.

12 (2) The state hourly wage, including the state hourly wage  
13 for the first ninety calendar days of employment provided in  
14 paragraph "d", shall be increased annually on July 1, beginning  
15 July 1, 2026, by the same percentage as the cost-of-living  
16 increase in federal social security benefits authorized during  
17 the previous state fiscal year by the federal social security  
18 administration pursuant to section 215 of the federal Social  
19 Security Act, 42 U.S.C. §415.

20 *b.* Every employer, as defined in the federal Fair Labor  
21 Standards Act of 1938, as amended to ~~January 1, 2007~~ July 1,  
22 2021, shall pay to each of the employer's employees, as defined  
23 in the federal Fair Labor Standards Act of 1938, as amended to  
24 ~~January 1, 2007~~ July 1, 2021, the state hourly wage stated in  
25 paragraph "a", or the current federal minimum wage, pursuant to  
26 29 U.S.C. §206, as amended, whichever is greater.

27 *c.* For purposes of determining whether an employee of a  
28 restaurant, hotel, motel, inn, or cabin, who customarily and  
29 regularly receives more than ~~thirty~~ one hundred dollars a month  
30 in tips is receiving the minimum hourly wage rate prescribed  
31 by [this section](#), the amount paid the employee by the employer  
32 shall be deemed to be increased on account of the tips by an  
33 amount determined by the employer, not to exceed forty percent  
34 of the applicable minimum wage. An employee may file a written  
35 appeal with the labor commissioner if the amount of tips

1 received by the employee is less than the amount determined by  
2 the employer under [this subsection](#).

3 *d.* An employer is not required to pay an employee the  
4 applicable state hourly wage provided in paragraph "a" until the  
5 employee has completed ninety calendar days of employment with  
6 the employer. An employee who has completed ninety calendar  
7 days of employment with the employer ~~prior to April 1, 2007, or~~  
8 ~~January 1, 2008,~~ shall earn the applicable state hourly minimum  
9 wage as of ~~that~~ the date of completion. An employer shall  
10 pay an employee who has not completed ninety calendar days of  
11 employment with the employer an hourly wage of at least ~~\$5.30~~  
12 ~~as of April 1, 2007, and \$6.35 as of January 1, 2008~~ \$7.20 as of  
13 July 1, 2021, \$8.05 as of July 1, 2022, \$8.85 as of January 1,  
14 2023, \$9.70 as of July 1, 2023, \$10.55 as of January 1, 2024,  
15 \$11.40 as of July 1, 2024, \$12.25 as of January 1, 2025, and  
16 \$13.20 as of July 1, 2025.

17 *e.* A county or city may establish a minimum wage that  
18 exceeds the state hourly wage and the federal minimum wage.

19 DIVISION III

20 PUBLIC EMPLOYEE COLLECTIVE BARGAINING

21 Sec. 11. Section 20.3, subsections 11 and 13, Code 2021, are  
22 amended by striking the subsections.

23 Sec. 12. Section 20.6, subsection 1, Code 2021, is amended  
24 to read as follows:

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

27 Sec. 13. Section 20.6, subsections 6 and 7, Code 2021, are  
28 amended by striking the subsections.

29 Sec. 14. Section 20.7, subsection 2, Code 2021, is amended  
30 to read as follows:

31 2. Hire, ~~evaluate,~~ promote, demote, transfer, assign, and  
32 retain public employees in positions within the public agency.

33 Sec. 15. Section 20.8, subsection 5, Code 2021, is amended  
34 by striking the subsection.

35 Sec. 16. Section 20.9, Code 2021, is amended by striking the

1 section and inserting in lieu thereof the following:

2 **20.9 Scope of negotiations.**

3 1. The public employer and the employee organization  
4 shall meet at reasonable times, including meetings reasonably  
5 in advance of the public employer's budget-making process,  
6 to negotiate in good faith with respect to wages, hours,  
7 vacations, insurance, holidays, leaves of absence, shift  
8 differentials, overtime compensation, supplemental pay,  
9 seniority, transfer procedures, job classifications, health and  
10 safety matters, evaluation procedures, procedures for staff  
11 reduction, in-service training, and other matters mutually  
12 agreed upon. Negotiations shall also include terms authorizing  
13 dues checkoff for members of the employee organization and  
14 grievance procedures for resolving any questions arising under  
15 the agreement, which shall be embodied in a written agreement  
16 and signed by the parties. If an agreement provides for dues  
17 checkoff, a member's dues may be checked off only upon the  
18 member's written request and the member may terminate the dues  
19 checkoff at any time by giving thirty days' written notice.

20 Such obligation to negotiate in good faith does not compel  
21 either party to agree to a proposal or make a concession.

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

32 3. All retirement systems shall be excluded from the scope  
33 of negotiations.

34 Sec. 17. Section 20.10, subsection 3, paragraph j, Code  
35 2021, is amended by striking the paragraph.



1     Sec. 18. Section 20.12, subsection 5, Code 2021, is amended  
2 to read as follows:

3     5. If an employee organization or any of its officers  
4 is held to be in contempt of court for failure to comply  
5 with an injunction pursuant to **this section**, or is convicted  
6 of violating **this section**, the employee organization shall  
7 be immediately decertified, shall cease to represent the  
8 bargaining unit, shall cease to receive any dues by checkoff,  
9 and may again be certified only after ~~twenty-four~~ twelve months  
10 have elapsed from the effective date of decertification and  
11 only if after a new ~~petition for certification pursuant to~~  
12 compliance with section 20.14 is filed and a new certification  
13 ~~election pursuant to section 20.15~~ is held. The penalties  
14 provided in **this section** may be suspended or modified by the  
15 court, but only upon request of the public employer and only  
16 if the court determines the suspension or modification is in  
17 the public interest.

18     Sec. 19. Section 20.15, Code 2021, is amended by striking  
19 the section and inserting in lieu thereof the following:

20     **20.15 Elections.**

21     1. Upon the filing of a petition for certification of an  
22 employee organization, the board shall submit a question to  
23 the public employees at an election in the bargaining unit  
24 found appropriate by the board. The question on the ballot  
25 shall permit the public employees to vote for no bargaining  
26 representation or for any employee organization which has  
27 petitioned for certification or which has presented proof  
28 satisfactory to the board of support of ten percent or more of  
29 the public employees in the appropriate unit.

30     2. If a majority of the votes cast on the question is  
31 for no bargaining representation, the public employees in  
32 the bargaining unit found appropriate by the board shall not  
33 be represented by an employee organization. If a majority  
34 of the votes cast on the question is for a listed employee  
35 organization, then that employee organization shall represent

1 the public employees in the bargaining unit found appropriate  
2 by the board.

3 3. If none of the choices on the ballot receive the vote  
4 of a majority of the public employees voting, the board shall  
5 conduct a runoff election among the two choices receiving the  
6 greatest number of votes.

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

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

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

30 *b.* A petition for the decertification of the exclusive  
31 bargaining representative of a bargaining unit shall not be  
32 considered by the board for a period of one year from the date  
33 of its certification, or within one year of its continued  
34 certification following a decertification election, or during  
35 the duration of a collective bargaining agreement which, for

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

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

29 Sec. 20. Section 20.17, subsection 8, Code 2021, is amended  
30 by striking the subsection and inserting in lieu thereof the  
31 following:

32 8. The salaries of all public employees of the state under  
33 a merit system and all other fringe benefits which are granted  
34 to all public employees of the state shall be negotiated with  
35 the governor or the governor's designee on a statewide basis,

1 except those benefits which are not subject to negotiations  
2 pursuant to the provisions of section 20.9.

3 Sec. 21. Section 20.17, Code 2021, is amended by adding the  
4 following new subsection:

5 NEW SUBSECTION. 8A. A public employee or any employee  
6 organization shall not negotiate or attempt to negotiate  
7 directly with a member of the governing board of a public  
8 employer if the public employer has appointed or authorized  
9 a bargaining representative for the purpose of bargaining  
10 with the public employees or their representative, unless the  
11 member of the governing board is the designated bargaining  
12 representative of the public employer.

13 Sec. 22. Section 20.22, subsections 2, 3, 7, 9, and 10, Code  
14 2021, are amended to read as follows:

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

23 3. The submission of the impasse items to the arbitrator  
24 shall be limited to those items upon which the parties have  
25 not reached agreement. With respect to each such item, the  
26 arbitrator's award shall be restricted to the final offers on  
27 each impasse item submitted by the parties to the arbitrator,  
28 ~~except as provided in [subsection 10](#), paragraph "b".~~

29 7. ~~For an arbitration involving a bargaining unit that~~  
30 ~~has at least thirty percent of members who are public safety~~  
31 ~~employees, the The arbitrator shall consider and specifically~~  
32 ~~address in the arbitrator's determination, in addition to any~~  
33 other relevant factors, the following factors:

34 a. Past collective bargaining contracts between the parties  
35 including the bargaining that led up to such contracts.

1     *b.* Comparison of wages, hours, and conditions of employment  
2 of the involved public employees with those of other public  
3 employees doing comparable work, giving consideration to  
4 factors peculiar to the area and the classifications involved.

5     *c.* The interests and welfare of the public, the ability of  
6 the public employer to finance economic adjustments, and the  
7 effect of such adjustments on the normal standard of services.

8     *d.* The power of the public employer to levy taxes and  
9 appropriate funds for the conduct of its operations.

10     9. ~~*a.*~~ The arbitrator may administer oaths, examine  
11 witnesses and documents, take testimony and receive evidence,  
12 and issue subpoenas to compel the attendance of witnesses and  
13 the production of records. The arbitrator may petition the  
14 district court at the seat of government or of the county  
15 in which the hearing is held to enforce the order of the  
16 arbitrator compelling the attendance of witnesses and the  
17 production of records.

18     ~~*b.* Except as required for purposes of the consideration of~~  
19 ~~the factors specified in subsection 7, paragraphs "a" through~~  
20 ~~"c", and subsection 8, paragraph "a", subparagraphs (1) through~~  
21 ~~(3), the parties shall not introduce, and the arbitrator~~  
22 ~~shall not accept or consider, any direct or indirect evidence~~  
23 ~~regarding any subject excluded from negotiations pursuant to~~  
24 ~~section 20.9.~~

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

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

35     ~~(a) Three percent.~~

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

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

18     Sec. 23. Section 20.22, subsection 8, Code 2021, is amended  
19 by striking the subsection.

20     Sec. 24. Section 20.26, subsection 4, Code 2021, is amended  
21 to read as follows:

22     4. Nothing in **this section** shall be construed to prohibit  
23 voluntary contributions by individuals to political parties  
24 or candidates, ~~provided that such contributions are not made~~  
25 ~~through payroll deductions.~~

26     Sec. 25. Section 20.29, Code 2021, is amended to read as  
27 follows:

28     **20.29 Filing agreement — public access — internet site.**

29     1. ~~Collective bargaining agreements shall be in writing and~~  
30 ~~shall be signed by the parties.~~

31     2. ~~A copy of a collective bargaining agreement entered into~~  
32 ~~between a public employer and a certified employee organization~~  
33 ~~and made final under **this chapter** shall be filed with the board~~  
34 ~~by the public employer within ten days of the date on which the~~  
35 ~~agreement is entered into.~~

1     ~~3.~~ Copies of collective bargaining agreements entered  
2 into between the state and the state employees' bargaining  
3 representatives and made final under **this chapter** shall be  
4 filed with the secretary of state and be made available to the  
5 public at cost.

6     ~~4. The board shall maintain an internet site that allows~~  
7 ~~searchable access to a database of collective bargaining~~  
8 ~~agreements and other collective bargaining information.~~

9     Sec. 26. Section 20.30, Code 2021, is amended by striking  
10 the section and inserting in lieu thereof the following:

11     **20.30 Supervisory member — no reduction before retirement.**

12     1. A supervisory member of any department or agency  
13 employed by the state of Iowa shall not be granted a voluntary  
14 reduction to a nonsupervisory rank or grade during the six  
15 months preceding retirement of the member. A member of any  
16 department or agency employed by the state of Iowa who retires  
17 in less than six months after voluntarily requesting and  
18 receiving a reduction in rank or grade from a supervisory to a  
19 nonsupervisory position shall be ineligible for a benefit to  
20 which the member is entitled as a nonsupervisory member but is  
21 not entitled as a supervisory member.

22     2. The provisions of this section shall be effective during  
23 the collective bargaining agreement in effect from July 1,  
24 1979, to June 30, 1981.

25     Sec. 27. Section 20.31, subsection 2, unnumbered paragraph  
26 1, Code 2021, is amended to read as follows:

27     A mediator shall not be required to testify in any judicial,  
28 administrative, ~~arbitration,~~ or grievance proceeding regarding  
29 any matters occurring in the course of a mediation, including  
30 any verbal or written communication or behavior, other than  
31 facts relating exclusively to the timing or scheduling of  
32 mediation. A mediator shall not be required to produce or  
33 disclose any documents, including notes, memoranda, or other  
34 work product, relating to mediation, other than documents  
35 relating exclusively to the timing or scheduling of mediation.

1 This subsection shall not apply in any of the following  
2 circumstances:

3 Sec. 28. Section 22.7, subsection 69, Code 2021, is amended  
4 to read as follows:

5 69. The evidence of public employee support for  
6 the certification, ~~retention and recertification~~, or  
7 decertification of an employee organization as defined in  
8 section 20.3 that is submitted to the public employment  
9 relations board as provided in [section 20.14](#) or [20.15](#).

10 Sec. 29. Section 22.7, subsection 70, Code 2021, is amended  
11 by striking the subsection.

12 Sec. 30. Section 70A.17A, Code 2021, is amended by adding  
13 the following new subsection:

14 NEW SUBSECTION. 3. This section shall not affect a payroll  
15 deduction elected by a state employee pursuant to section  
16 70A.19.

17 Sec. 31. Section 70A.19, Code 2021, is amended by striking  
18 the section and inserting in lieu thereof the following:

19 **70A.19 Duration of state payroll deduction for dues of**  
20 **employee organization member.**

21 A state employee who elects a payroll deduction for  
22 membership dues to an employee organization pursuant to the  
23 provisions of a collective bargaining agreement negotiated  
24 under the provisions of chapter 20 shall maintain the deduction  
25 for a period of one year or until the expiration of the  
26 collective bargaining agreement, whichever occurs first. A  
27 state employee who transfers employment to a position covered  
28 by a different collective bargaining agreement or who becomes  
29 a management employee is not subject to this requirement.  
30 With respect to state employees, this section supersedes the  
31 provisions of section 20.9 allowing termination of a dues  
32 checkoff at any time but does not supersede the requirement for  
33 thirty days' written notice of termination.

34 Sec. 32. Section 412.2, subsection 1, Code 2021, is amended  
35 to read as follows:



1 1. From the proceeds of the assessments on the wages  
2 and salaries of employees, of any such waterworks system,  
3 or other municipally owned and operated public utility,  
4 eligible to receive the benefits thereof. Notwithstanding  
5 any provisions of section 20.9 to the contrary, a council,  
6 board of waterworks, or other board or commission which  
7 establishes a pension and annuity retirement system pursuant to  
8 this chapter, shall negotiate in good faith with a certified  
9 employee organization as defined in section 20.3, which is the  
10 collective bargaining representative of the employees, with  
11 respect to the amount or rate of the assessment on the wages  
12 and salaries of employees and the method or methods for payment  
13 of the assessment by the employees.

14 Sec. 33. Section 602.1401, subsection 3, paragraph b, Code  
15 2021, is amended to read as follows:

16 b. For purposes of [chapter 20](#), the certified representative,  
17 which on July 1, 1983, represents employees who become judicial  
18 branch employees as a result of [1983 Iowa Acts, ch. 186](#), shall  
19 remain the certified representative when the employees become  
20 judicial branch employees and thereafter, unless the public  
21 employee organization is ~~not retained and recertified or is~~  
22 decertified in an election held under [section 20.15](#) or amended  
23 or absorbed into another certified organization pursuant to  
24 chapter 20. Collective bargaining negotiations shall be  
25 conducted on a statewide basis and the certified employee  
26 organizations which engage in bargaining shall negotiate on a  
27 statewide basis, although bargaining units shall be organized  
28 by judicial district. The public employment relations board  
29 shall adopt rules pursuant to [chapter 17A](#) to implement this  
30 subsection.

31 Sec. 34. REPEAL. Sections 20.32 and 20.33, Code 2021, are  
32 repealed.

33 Sec. 35. TRANSITION PROCEDURES — DEADLINE — EMERGENCY  
34 RULES.

35 1. As of the effective date of this division of this Act,

1 parties, mediators, and arbitrators engaging in any collective  
2 bargaining procedures provided for in chapter 20, Code 2021,  
3 who have not, before the effective date of this division  
4 of this Act, completed such procedures, shall immediately  
5 terminate any such procedures in process. A collective  
6 bargaining agreement negotiated pursuant to such procedures in  
7 process shall not become effective. Parties, mediators, and  
8 arbitrators shall not engage in further collective bargaining  
9 procedures except as provided in this section. Such parties  
10 shall commence collective bargaining in accordance with section  
11 20.17, as amended in this division of this Act. Such parties  
12 shall complete such bargaining not later than June 30, 2021,  
13 unless the parties mutually agree to a different deadline.

14 2. The public employment relations board shall adopt  
15 emergency rules under section 17A.4, subsection 3, and section  
16 17A.5, subsection 2, paragraph "b", to provide for procedures  
17 as deemed necessary to implement the provisions of this section  
18 and the rules shall be effective immediately upon filing  
19 unless a later date is specified in the rules. Such rules  
20 shall include but are not limited to alternative deadlines for  
21 completion of the procedures provided in sections 20.17 and  
22 20.22, as amended by this division of this Act, and sections  
23 20.19 and 20.20, which deadlines may be waived by mutual  
24 agreement of the parties.

25 3. The department of administrative services shall adopt  
26 emergency rules under section 17A.4, subsection 3, and  
27 section 17A.5, subsection 2, paragraph "b", to provide for the  
28 implementation of section 70A.19, as amended by this division  
29 of this Act, and the rules shall be effective immediately upon  
30 filing unless a later date is specified in the rules.

31 Sec. 36. ELECTIONS — DIRECTIVES TO PUBLIC EMPLOYMENT  
32 RELATIONS BOARD.

33 1. The public employment relations board shall cancel any  
34 elections scheduled or in process pursuant to section 20.15,  
35 subsection 2, Code 2021, as of the effective date of this Act.

1 2. Notwithstanding section 20.15, subsection 1, paragraph  
2 "c", Code 2021, the public employment relations board  
3 shall consider a petition for certification of an employee  
4 organization as the exclusive representative of a bargaining  
5 unit for which an employee organization was not retained and  
6 recertified as the exclusive representative of that bargaining  
7 unit regardless of the amount of time that has elapsed since  
8 the retention and recertification election at which an employee  
9 organization was not retained or recertified.

10 Sec. 37. EFFECTIVE DATE. This division of this Act, being  
11 deemed of immediate importance, takes effect upon enactment.

12 Sec. 38. APPLICABILITY. With the exception of the  
13 section of this division of this Act amending section 20.6,  
14 subsection 1, this division of this Act does not apply to  
15 collective bargaining agreements which have been ratified in a  
16 ratification election referred to in section 20.17, subsection  
17 4, for which an arbitrator has made a final determination as  
18 described in section 20.22, subsection 11, or which have become  
19 effective, where such events occurred before the effective  
20 date of this division of this Act. This division of this Act  
21 applies to all collective bargaining procedures provided for in  
22 chapter 20 occurring on and after the effective date of this  
23 division of this Act and collective bargaining agreements for  
24 which a ratification election referred to in section 20.17,  
25 subsection 4, is held, for which an arbitrator makes a final  
26 determination as described in section 20.22, subsection 11, or  
27 which become effective on or after the effective date of this  
28 division of this Act.

29 DIVISION IV

30 EDUCATOR EMPLOYMENT MATTERS

31 Sec. 39. Section 279.13, subsections 2 and 5, Code 2021, are  
32 amended to read as follows:

33 2. The contract shall remain in force and effect for the  
34 period stated in the contract and shall be automatically  
35 continued for equivalent periods except as modified or

1 terminated by mutual agreement of the board of directors and  
 2 the teacher or as ~~modified or~~ terminated in accordance with  
 3 the provisions specified in [this chapter](#). A contract shall  
 4 not be offered by the employing board to a teacher under its  
 5 jurisdiction prior to March 15 of any year. A teacher who has  
 6 not accepted a contract for the ensuing school year tendered  
 7 by the employing board may resign effective at the end of the  
 8 current school year by filing a written resignation with the  
 9 secretary of the board. The resignation must be filed not  
 10 later than the last day of the current school year or the date  
 11 specified by the employing board for return of the contract,  
 12 whichever date occurs first. However, a teacher shall not be  
 13 required to return a contract to the board or to resign less  
 14 than twenty-one days after the contract has been offered.

15 5. Notwithstanding the other provisions of [this section](#), a  
 16 temporary contract may be issued to a teacher ~~for a period of~~  
 17 ~~up to six months. Notwithstanding the other provisions of this~~  
 18 ~~section, a temporary contract may also be issued to a teacher~~  
 19 to fill a vacancy created by a leave of absence in accordance  
 20 with the provisions of [section 29A.28](#), which contract shall  
 21 automatically terminate upon return from military leave of the  
 22 former incumbent of the teaching position. ~~Temporary contracts~~  
 23 and which contract shall not be subject to the provisions of  
 24 sections 279.15 through 279.19, or [section 279.27](#). A separate  
 25 extracurricular contract issued pursuant to [section 279.19A](#) to  
 26 a person issued a temporary contract under [this section](#) shall  
 27 automatically terminate with the termination of the temporary  
 28 contract as required under [section 279.19A, subsection 8](#).

29 Sec. 40. Section 279.13, subsection 4, unnumbered paragraph  
 30 1, Code 2021, is amended to read as follows:

31 For purposes of [this section](#), [sections 279.14, 279.15,](#)  
 32 ~~279.16~~ [through 279.17, 279.19, and 279.27](#), unless the context  
 33 otherwise requires, "teacher" includes the following individuals  
 34 employed by a community college:

35 Sec. 41. Section 279.14, Code 2021, is amended to read as

1 follows:

2 **279.14 Evaluation criteria and procedures.**

3 1. The board shall establish evaluation criteria and shall  
4 implement evaluation procedures. If an exclusive bargaining  
5 representative has been certified, the board shall negotiate  
6 in good faith with respect to evaluation procedures pursuant  
7 to chapter 20.

8 2. The determination of standards of performance expected  
9 of school district personnel shall be reserved as an exclusive  
10 management right of the school board and shall not be subject  
11 to mandatory negotiations under **chapter 20**. ~~Objections~~  
12 Notwithstanding chapter 20, objections to the procedures,  
13 use, or content of an evaluation in a teacher termination  
14 proceeding brought before the school board in a hearing held in  
15 accordance with **section 279.16** or **279.27** shall not be subject  
16 to ~~any~~ the grievance procedures negotiated in accordance with  
17 chapter 20. A school district shall not be obligated to  
18 process any evaluation grievance after service of a notice and  
19 recommendation to terminate an individual's continuing teaching  
20 contract in accordance with this chapter.

21 Sec. 42. Section 279.15, subsection 2, paragraph c, Code  
22 2021, is amended to read as follows:

23 c. Within five days of the receipt of the written notice  
24 that the superintendent is recommending termination of the  
25 contract, the teacher may request, in writing to the secretary  
26 of the board, a private hearing with the board. The private  
27 hearing shall not be subject to **chapter 21** and shall be held  
28 no sooner than ~~twenty~~ ten days and no later than ~~forty~~ twenty  
29 days following the receipt of the request unless the parties  
30 otherwise agree. The secretary of the board shall notify the  
31 teacher in writing of the date, time, and location of the  
32 private hearing, and at least ~~ten~~ five days before the hearing  
33 shall also furnish to the teacher any documentation which  
34 may be presented to the board at the private hearing and a  
35 list of persons who may address the board in support of the

1 superintendent's recommendation at the private hearing. At  
2 least ~~seven~~ three days before the hearing, the teacher shall  
3 provide any documentation the teacher expects to present at  
4 the private hearing, along with the names of any persons who  
5 may address the board on behalf of the teacher. This exchange  
6 of information shall be at the time specified unless otherwise  
7 agreed.

8 Sec. 43. Section 279.16, Code 2021, is amended by striking  
9 the section and inserting in lieu thereof the following:

10 **279.16 Private hearing — decision — record.**

11 1. The participants at the private hearing shall be  
12 at least a majority of the members of the board, their  
13 legal representatives, if any, the superintendent, the  
14 superintendent's designated representatives, if any, the  
15 teacher's immediate supervisor, the teacher, the teacher's  
16 representatives, if any, and the witnesses for the parties.  
17 The evidence at the private hearing shall be limited to the  
18 specific reasons stated in the superintendent's notice of  
19 recommendation of termination. No participant in the hearing  
20 shall be liable for any damages to any person if any statement  
21 at the hearing is determined to be erroneous as long as the  
22 statement was made in good faith. The superintendent shall  
23 present evidence and argument on all issues involved and  
24 the teacher may cross-examine, respond and present evidence  
25 and argument in the teacher's behalf relevant to all issues  
26 involved. Evidence may be by stipulation of the parties and  
27 informal settlement may be made by stipulation, consent, or  
28 default or by any other method agreed upon by the parties in  
29 writing. The board shall employ a certified shorthand reporter  
30 to keep a record of the private hearing. The proceedings  
31 or any part thereof shall be transcribed at the request of  
32 either party with the expense of transcription charged to the  
33 requesting party.

34 2. The presiding officer of the board may administer oaths  
35 in the same manner and with like effect and under the same

1 penalties as in the case of magistrates exercising criminal  
2 or civil jurisdiction. The board shall cause subpoenas to be  
3 issued for such witnesses and the production of such books  
4 and papers as either the board or the teacher may designate.  
5 The subpoenas shall be signed by the presiding officer of the  
6 board.

7 3. In case a witness is duly subpoenaed and refuses to  
8 attend, or in case a witness appears and refuses to testify  
9 or to produce required books or papers, the board shall,  
10 in writing, report such refusal to the district court of  
11 the county in which the administrative office of the school  
12 district is located, and the court shall proceed with the  
13 person or witness as though the refusal had occurred in a  
14 proceeding legally pending before the court.

15 4. The board shall not be bound by common law or statutory  
16 rules of evidence or by technical or formal rules of procedure,  
17 but it shall hold the hearing in such manner as is best suited  
18 to ascertain and conserve the substantial rights of the  
19 parties. Process and procedure under sections 279.13 through  
20 279.19 shall be as summary as reasonably may be.

21 5. At the conclusion of the private hearing, the  
22 superintendent and the teacher may file written briefs and  
23 arguments with the board within three days or such other time  
24 as may be agreed upon.

25 6. If the teacher fails to timely request a private hearing  
26 or does not appear at the private hearing, the board may  
27 proceed and make a determination upon the superintendent's  
28 recommendation. If the teacher fails to timely file a request  
29 for a private hearing, the determination shall be not later  
30 than May 31. If the teacher fails to appear at the private  
31 hearing, the determination shall be not later than five days  
32 after the scheduled date for the private hearing. The board  
33 shall convene in open session and by roll call vote determine  
34 the termination or continuance of the teacher's contract  
35 and, if the board votes to continue the teacher's contract,

1 whether to suspend the teacher with or without pay for a period  
2 specified by the board.

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

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

9 a. All pleadings, motions and intermediate rulings.

10 b. All evidence received or considered and all other  
11 submissions.

12 c. A statement of all matters officially noticed.

13 d. All questions and offers of proof, objections and rulings  
14 thereon.

15 e. All findings and exceptions.

16 f. Any decision, opinion, or conclusion by the board.

17 g. Findings of fact shall be based solely on the evidence in  
18 the record and on matters officially noticed in the record.

19 9. The decision of the board shall be in writing and shall  
20 include findings of fact and conclusions of law, separately  
21 stated. Findings of fact, if set forth in statutory language,  
22 shall be accompanied by a concise and explicit statement of  
23 the underlying facts supporting the findings. Each conclusion  
24 of law shall be supported by cited authority or by reasoned  
25 opinion.

26 10. When the board has reached a decision, opinion, or  
27 conclusion, it shall convene in open meeting and by roll  
28 call vote determine the continuance or discontinuance of the  
29 teacher's contract and, if the board votes to continue the  
30 teacher's contract, whether to suspend the teacher with or  
31 without pay for a period specified by the board. The record  
32 of the private conference and findings of fact and exceptions  
33 shall be exempt from the provisions of [chapter 22](#). The  
34 secretary of the board shall immediately mail notice of the  
35 board's action to the teacher.



1     Sec. 44. NEW SECTION.   **279.17 Appeal by teacher to**  
2 **adjudicator.**

3     1. If the teacher is no longer a probationary teacher, the  
4 teacher may, within ten days, appeal the determination of the  
5 board to an adjudicator by filing a notice of appeal with the  
6 secretary of the board. The notice of appeal shall contain a  
7 concise statement of the action which is the subject of the  
8 appeal, the particular board action appealed from, the grounds  
9 on which relief is sought and the relief sought.

10    2. Within five days following receipt by the secretary  
11 of the notice of appeal, the board or the board's legal  
12 representative, if any, and the teacher or the teacher's  
13 representative, if any, may select an adjudicator who resides  
14 within the boundaries of the merged area in which the school  
15 district is located. If an adjudicator cannot be mutually  
16 agreed upon within the five-day period, the secretary shall  
17 notify the chairperson of the public employment relations board  
18 by transmitting the notice of appeal, and the chairperson of  
19 the public employment relations board shall within five days  
20 provide a list of five adjudicators to the parties. Within  
21 three days from receipt of the list of adjudicators, the  
22 parties shall select an adjudicator by alternately removing a  
23 name from the list until only one name remains. The person  
24 whose name remains shall be the adjudicator. The parties shall  
25 determine by lot which party shall remove the first name from  
26 the list submitted by the chairperson of the public employment  
27 relations board. The secretary of the board shall inform the  
28 chairperson of the public employment relations board of the  
29 name of the adjudicator selected.

30    3. If the teacher does not timely request an appeal to an  
31 adjudicator, the decision, opinion, or conclusion of the board  
32 shall become final and binding.

33    4. *a.* Within thirty days after filing the notice of appeal,  
34 or within further time allowed by the adjudicator, the board  
35 shall transmit to the adjudicator the original or a certified

1 copy of the entire record of the private hearing which may be  
2 the subject of the petition. By stipulation of the parties  
3 to review the proceedings, the record of the case may be  
4 shortened. The adjudicator may require or permit subsequent  
5 corrections or additions to the shortened record.

6 *b.* The record certified and filed by the board shall be the  
7 record upon which the appeal shall be heard and no additional  
8 evidence shall be heard by the adjudicator. In such appeal to  
9 the adjudicator, especially when considering the credibility  
10 of witnesses, the adjudicator shall give weight to the fact  
11 findings of the board but shall not be bound by them.

12 5. Before the date set for hearing a petition for review  
13 of board action, which shall be within ten days after  
14 receipt of the record unless otherwise agreed or unless the  
15 adjudicator orders additional evidence be taken before the  
16 board, application may be made to the adjudicator for leave to  
17 present evidence in addition to that found in the record of the  
18 case. If it is shown to the adjudicator that the additional  
19 evidence is material and that there were good reasons for  
20 failure to present it in the private hearing before the board,  
21 the adjudicator may order that the additional evidence be taken  
22 before the board upon conditions determined by the adjudicator.  
23 The board may modify its findings and decision in the case by  
24 reason of the additional evidence and shall file that evidence  
25 and any modifications, new findings, or decisions, with the  
26 adjudicator and mail copies of the new findings or decisions  
27 to the teacher.

28 6. The adjudicator may affirm board action or remand to the  
29 board for further proceedings. The adjudicator shall reverse,  
30 modify, or grant any appropriate relief from the board action  
31 if substantial rights of the teacher have been prejudiced  
32 because the board action is any of the following:

33 *a.* In violation of a board rule or policy or contract.

34 *b.* Unsupported by a preponderance of the competent evidence  
35 in the record made before the board when that record is viewed

1 as a whole.

2 *c.* Unreasonable, arbitrary or capricious or characterized  
3 by an abuse of discretion or a clearly unwarranted exercise of  
4 discretion.

5 7. The adjudicator shall, within fifteen days after the  
6 hearing, make a decision and shall give a copy of the decision  
7 to the teacher and the secretary of the board. The decision  
8 of the adjudicator shall become the final and binding decision  
9 of the board unless either party within ten days notifies the  
10 secretary of the board that the decision is rejected. The  
11 board may reject the decision by majority roll call vote, in  
12 open meeting, entered into the minutes of the meeting. The  
13 board shall immediately notify the teacher of its decision  
14 by certified mail. The teacher may reject the adjudicator's  
15 decision by notifying the board's secretary in writing within  
16 ten days of the filing of such decision.

17 8. All costs of the adjudicator shall be shared equally by  
18 the teacher and the board.

19 Sec. 45. Section 279.18, Code 2021, is amended by striking  
20 the section and inserting in lieu thereof the following:

21 **279.18 Appeal by either party to court.**

22 1. If either party rejects the adjudicator's decision,  
23 the rejecting party shall, within thirty days of the initial  
24 filing of such decision, appeal to the district court of  
25 the county in which the administrative office of the school  
26 district is located. The notice of appeal shall be immediately  
27 mailed by certified mail to the other party. The adjudicator  
28 shall transmit to the reviewing court the original or a  
29 certified copy of the entire record which may be the subject  
30 of the petition. By stipulation of all parties to the review  
31 proceedings, the record of such a case may be shortened. A  
32 party unreasonably refusing to stipulate to limit the record  
33 may be taxed by the court for the additional cost. The court  
34 may require or permit subsequent corrections or additions to  
35 the shortened record.

1     2. In proceedings for judicial review of the adjudicator's  
2 decision, the court shall not hear any further evidence  
3 but shall hear the case upon the certified record. In such  
4 judicial review, especially when considering the credibility of  
5 witnesses, the court shall give weight to the fact findings of  
6 the board but shall not be bound by them. The court may affirm  
7 the adjudicator's decision or remand to the adjudicator or the  
8 board for further proceedings upon conditions determined by the  
9 court. The court shall reverse, modify, or grant any other  
10 appropriate relief from the board decision or the adjudicator's  
11 decision equitable or legal and including declaratory relief  
12 if substantial rights of the petitioner have been prejudiced  
13 because the action is any of the following:

- 14     a. In violation of constitutional or statutory provisions.  
15     b. In excess of the statutory authority of the board or the  
16 adjudicator.  
17     c. In violation of a board rule or policy or contract.  
18     d. Made upon unlawful procedure.  
19     e. Affected by other error of law.  
20     f. Unsupported by a preponderance of the competent evidence  
21 in the record made before the board and the adjudicator when  
22 that record is viewed as a whole.  
23     g. Unreasonable, arbitrary or capricious or characterized  
24 by an abuse of discretion or a clearly unwarranted exercise of  
25 discretion.

26     3. An aggrieved or adversely affected party to the judicial  
27 review proceeding may obtain a review of any final judgment of  
28 the district court by appeal to the supreme court. The appeal  
29 shall be taken as in other civil cases, although the appeal may  
30 be taken regardless of the amount involved.

31     4. For purposes of this section, unless the context  
32 otherwise requires, "*rejecting party*" shall include but not be  
33 limited to an instructor employed by a community college.

34     Sec. 46. Section 279.19, Code 2021, is amended by striking  
35 the section and inserting in lieu thereof the following:

1       **279.19 Probationary period.**

2       1. The first three consecutive years of employment of  
3 a teacher in the same school district are a probationary  
4 period. However, if the teacher has successfully completed a  
5 probationary period of employment for another school district  
6 located in Iowa, the probationary period in the current  
7 district of employment shall not exceed one year. A board of  
8 directors may waive the probationary period for any teacher who  
9 previously has served a probationary period in another school  
10 district and the board may extend the probationary period for  
11 an additional year with the consent of the teacher.

12       2. *a.* In the case of the termination of a probationary  
13 teacher's contract, the provisions of sections 279.15 and  
14 279.16 shall apply. However, if the probationary teacher is a  
15 beginning teacher who fails to demonstrate competence in the  
16 Iowa teaching standards in accordance with chapter 284, the  
17 provisions of sections 279.17 and 279.18 shall also apply.

18       *b.* The board's decision shall be final and binding unless  
19 the termination was based upon an alleged violation of a  
20 constitutionally guaranteed right of the teacher or an alleged  
21 violation of public employee rights of the teacher under  
22 section 20.10.

23       3. Notwithstanding any provision to the contrary, the  
24 grievance procedures of section 20.18 relating to job  
25 performance or job retention shall not apply to a teacher  
26 during the first two years of the teacher's probationary  
27 period. However, this subsection shall not apply to a teacher  
28 who has successfully completed a probationary period in a  
29 school district in Iowa.

30       Sec. 47. Section 279.19A, subsections 1, 2, 7, and 8, Code  
31 2021, are amended to read as follows:

32       1. School districts employing individuals to coach  
33 interscholastic athletic sports shall issue a separate  
34 extracurricular contract for each of these sports. An  
35 extracurricular contract offered under **this section** shall be

1 separate from the contract issued under section 279.13. Wages  
2 for employees who coach these sports shall be paid pursuant  
3 to established or negotiated supplemental pay schedules.

4 An extracurricular contract shall be in writing, and shall  
5 state the number of contract days for that sport, the annual  
6 compensation to be paid, and any other matters as may be  
7 mutually agreed upon. The contract shall be for a single  
8 school year.

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

26 *b.* ~~If the provisions of an extracurricular contract executed~~  
27 ~~under this section conflict with a collective bargaining~~  
28 ~~agreement negotiated under chapter 20 and effective when the~~  
29 ~~extracurricular contract is executed or renewed, the provisions~~  
30 ~~of the collective bargaining agreement shall prevail Section~~  
31 ~~279.13, subsection 3, applies to this section.~~

32 7. An extracurricular contract may be terminated prior to  
33 the expiration of that contract ~~for any lawful reason following~~  
34 ~~an informal, private hearing before the board of directors~~  
35 ~~pursuant to section 279.27. The decision of the board to~~

1 ~~terminate an extracurricular contract shall be final.~~

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

6 b. A termination of a contract entered into pursuant to  
7 section 279.13, or a resignation from that contract by the  
8 teacher, constitutes an automatic termination or resignation of  
9 the extracurricular contract in effect between the same teacher  
10 and the employing school board.

11 Sec. 48. Section 279.23, subsection 1, paragraph c, Code  
12 2021, is amended to read as follows:

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

15 Sec. 49. Section 279.23, subsection 5, Code 2021, is amended  
16 to read as follows:

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

27 Sec. 50. Section 279.24, subsections 2 and 4, Code 2021, are  
28 amended to read as follows:

29 2. If the board of directors is considering termination of  
30 an administrator's contract, prior to any formal action, the  
31 board may arrange to meet in closed session, in accordance with  
32 the provisions of [section 21.5](#), with the administrator and the  
33 administrator's representative. The board shall review the  
34 administrator's evaluation, review the reasons for nonrenewal,  
35 and give the administrator an opportunity to respond. If,

1 following the closed session, the board of directors and the  
 2 administrator are unable to mutually agree to a modification  
 3 or termination of the administrator's contract, or the board  
 4 of directors may issue and the administrator are unable to  
 5 mutually agree to enter into a one-year, nonrenewable contract,  
 6 ~~to the administrator. If the board of directors decides to~~  
 7 ~~terminate the administrator's contract, the board shall follow~~  
 8 the procedures in this section.

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

29 Sec. 51. Section 279.24, subsection 5, paragraphs c, d, e,  
 30 f, g, and h, Code 2021, are amended to read as follows:

31 c. Within five days after receipt of the written notice  
 32 that the school board has voted to consider termination of  
 33 the contract, the administrator may request ~~a private hearing~~  
 34 in writing to the secretary of the school board. ~~The board~~  
 35 ~~shall then forward~~ that the notification be forwarded to the



1 board of educational examiners along with a request that the  
2 board of educational examiners submit a list of five qualified  
3 administrative law judges to the parties. Within three  
4 days from receipt of the list the parties shall select an  
5 administrative law judge by alternately removing a name from  
6 the list until only one name remains. The person whose name  
7 remains shall be the administrative law judge. The parties  
8 shall determine by lot which party shall remove the first  
9 name from the list. The ~~private~~ hearing shall be held no  
10 sooner than ~~twenty~~ ten days and not later than ~~forty~~ thirty  
11 days following the administrator's request unless the parties  
12 otherwise agree. If the administrator does not request a  
13 ~~private~~ hearing, the school board, not later than May 31, may  
14 determine the continuance or discontinuance of the contract  
15 and, if the board determines to continue the administrator's  
16 contract, whether to suspend the administrator with or without  
17 pay for a period specified by the board. School board action  
18 shall be by majority roll call vote entered on the minutes of  
19 the meeting. Notice of school board action shall be personally  
20 delivered or mailed to the administrator.

21 *d.* The administrative law judge selected shall notify  
22 the secretary of the school board and the administrator in  
23 writing concerning the date, time, and location of the ~~private~~  
24 hearing. The school board may be represented by a legal  
25 representative, if any, and the administrator shall appear and  
26 may be represented by counsel or by representative, if any.  
27 ~~Any witnesses for the parties at the private hearing shall be~~  
28 ~~sequestered.~~ A transcript or recording shall be made of the  
29 proceedings at the ~~private~~ hearing. A school board member or  
30 administrator is not liable for any damage to an administrator  
31 or school board member if a statement made at the ~~private~~  
32 hearing is determined to be erroneous as long as the statement  
33 was made in good faith.

34 *e.* The administrative law judge shall, within ten days  
35 following the date of the ~~private~~ hearing, make a proposed

1 decision as to whether or not the administrator should be  
 2 dismissed, and shall give a copy of the proposed decision to  
 3 the administrator and the school board. Findings of fact shall  
 4 be prepared by the administrative law judge. The proposed  
 5 decision of the administrative law judge shall become the final  
 6 decision of the school board unless within ~~thirty~~ ten days  
 7 after the filing of the decision the administrator files a  
 8 written notice of appeal with the school board, or the school  
 9 board on its own motion determines to review the decision.

10 *f.* If the administrator appeals to the school board, or if  
 11 the school board determines on its own motion to review the  
 12 proposed decision of the administrative law judge, a private  
 13 hearing shall be held before the school board within ~~ten~~ five  
 14 days after the petition for review, or motion for review, has  
 15 been made or at such other time as the parties agree. The  
 16 private hearing is not subject to [chapter 21](#). The school board  
 17 may hear the case de novo upon the record as submitted before  
 18 the administrative law judge. In cases where there is an  
 19 appeal from a proposed decision or where a proposed decision  
 20 is reviewed on motion of the school board, an opportunity  
 21 shall be afforded to each party to file exceptions, present  
 22 briefs, and present oral arguments to the school board which  
 23 is to render the final decision. The secretary of the school  
 24 board shall give the administrator written notice of the time,  
 25 place, and date of the ~~private~~ hearing. The school board shall  
 26 meet within five days after the ~~private~~ hearing to determine  
 27 the question of continuance or discontinuance of the contract  
 28 and, if the board determines to continue the administrator's  
 29 contract, whether to suspend the administrator with or  
 30 without pay for a period specified by the board ~~or issue the~~  
 31 ~~administrator a one-year, nonrenewable contract.~~ The school  
 32 board shall make findings of fact which shall be based solely  
 33 on the evidence in the record and on matters officially noticed  
 34 in the record.

35 *g.* The decision of the school board shall be in writing

1 and shall include finding of fact and conclusions of law,  
2 separately stated. Findings of fact, if set forth in statutory  
3 language, shall be accompanied by a concise and explicit  
4 statement of the underlying facts supporting the findings.  
5 Each conclusion of law shall be supported by cited authority  
6 or by reasoned opinion.

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

20 Sec. 52. Section 279.27, Code 2021, is amended to read as  
21 follows:

22 **279.27 Discharge of teacher.**

23 ~~1.~~ A teacher may be discharged at any time during the  
24 contract year for just cause. The superintendent or the  
25 superintendent's designee, shall notify the teacher immediately  
26 that the superintendent will recommend in writing to the board  
27 at a regular or special meeting of the board held not more  
28 than fifteen days after notification has been given to the  
29 teacher that the teacher's continuing contract be terminated  
30 effective immediately following a decision of the board.  
31 The procedure for dismissal shall be as provided in section  
32 279.15, subsection 2, and [sections 279.16 through 279.19](#). The  
33 superintendent may suspend a teacher under [this section](#) pending  
34 hearing and determination by the board.

35 ~~2.~~ For purposes of [this section](#), ~~"just cause"~~ includes

~~1 but is not limited to a violation of the code of professional  
2 conduct and ethics of the board of educational examiners if  
3 the board has taken disciplinary action against a teacher,  
4 during the six months following issuance by the board of a  
5 final written decision and finding of fact after a disciplinary  
6 proceeding.~~

7 Sec. 53. Section 284.3, subsection 2, Code 2021, is amended  
8 to read as follows:

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

10 a. For purposes of comprehensive evaluations, standards  
11 and criteria which measure a beginning teacher's performance  
12 against the Iowa teaching standards specified in [subsection 1](#),  
13 and the criteria for the Iowa teaching standards developed by  
14 the department in accordance with [section 256.9](#), to determine  
15 whether the teacher's practice meets the requirements specified  
16 for a career teacher. These standards and criteria shall be  
17 set forth in an instrument provided by the department. The  
18 comprehensive evaluation and instrument are not subject to  
19 negotiations or grievance procedures pursuant to [chapter 20](#) or  
20 determinations made by the board of directors under section  
21 279.14. A local school board and its certified bargaining  
22 representative may negotiate, pursuant to chapter 20,  
23 evaluation and grievance procedures for beginning teachers that  
24 are not in conflict with this chapter. If, in accordance with  
25 section 279.19, a beginning teacher appeals the determination  
26 of a school board to an adjudicator under section 279.17, the  
27 adjudicator selected shall have successfully completed training  
28 related to the Iowa teacher standards, the criteria adopted  
29 by the state board in accordance with subsection 3, and any  
30 additional training required under rules adopted by the public  
31 employment relations board in cooperation with the state board.

32 b. For purposes of performance reviews for teachers other  
33 than beginning teachers, evaluations that contain, at a  
34 minimum, the Iowa teaching standards specified in subsection  
35 1, as well as the criteria for the Iowa teaching standards

1 developed by the department in accordance with section  
2 256.9, subsection 42. A local school board and its certified  
3 bargaining representative may negotiate, pursuant to chapter  
4 20, additional teaching standards and criteria. A local  
5 school board and its certified bargaining representative shall  
6 negotiate, pursuant to chapter 20, evaluation and grievance  
7 procedures for teachers other than beginning teachers that are  
8 not in conflict with this chapter.

9 Sec. 54. Section 284.4, subsection 1, paragraph b,  
10 subparagraphs (2) and (5), Code 2021, are amended to read as  
11 follows:

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

21 (5) ~~Determine~~ Ensure the agreement negotiated pursuant to  
22 chapter 20 determines the compensation for teachers on the  
23 committee for work responsibilities required beyond the normal  
24 work day.

25 Sec. 55. Section 284.8, subsections 2 and 3, Code 2021, are  
26 amended to read as follows:

27 2. If a supervisor or an evaluator determines, at any time,  
28 as a result of a teacher's performance that the teacher is not  
29 meeting district expectations under the Iowa teaching standards  
30 specified in **section 284.3, subsection 1**, paragraphs "a"  
31 through "h", ~~and~~ the criteria for the Iowa teaching standards  
32 developed by the department in accordance with section 256.9,  
33 subsection 42, and any other standards or criteria established  
34 in the collective bargaining agreement, the evaluator shall,  
35 at the direction of the teacher's supervisor, recommend to

1 the district that the teacher participate in an intensive  
2 assistance program. The intensive assistance program and its  
3 implementation are ~~not~~ subject to negotiation and grievance  
4 procedures established pursuant to [chapter 20](#). All school  
5 districts shall be prepared to offer an intensive assistance  
6 program.

7 3. A teacher who is not meeting the applicable standards and  
8 criteria based on a determination made pursuant to [subsection 2](#)  
9 shall participate in an intensive assistance program. ~~However,~~  
10 ~~a teacher who has previously participated in an intensive~~  
11 ~~assistance program relating to particular Iowa teaching~~  
12 ~~standards or criteria shall not be entitled to participate~~  
13 ~~in another intensive assistance program relating to the same~~  
14 ~~standards or criteria and shall be subject to the provisions of~~  
15 [subsection 4](#).

16 Sec. 56. Section 284.8, Code 2021, is amended by adding the  
17 following new subsection:

18 NEW SUBSECTION. 2A. If a teacher is denied advancement  
19 to the career II or advanced teacher level based upon a  
20 performance review, the teacher may appeal the decision to an  
21 adjudicator under the process established under section 279.17.  
22 However, the decision of the adjudicator is final.

23 Sec. 57. Section 284.8, subsection 4, Code 2021, is amended  
24 by striking the subsection.

25 Sec. 58. EFFECTIVE DATE. This division of this Act, being  
26 deemed of immediate importance, takes effect upon enactment.

27 Sec. 59. APPLICABILITY. This division of this Act applies  
28 to employment contracts of school employees entered into  
29 pursuant to chapter 279 on and after the effective date of  
30 this division of this Act. This division of this Act does  
31 not apply to collective bargaining agreements which have been  
32 ratified in a ratification election referred to in section  
33 20.17, subsection 4, for which an arbitrator has made a final  
34 determination as described in section 20.22, subsection 11,  
35 or which have become effective, where such events occurred

1 before the effective date of this division of this Act. This  
2 division of this Act applies to all collective bargaining  
3 procedures provided for in chapter 20 occurring on and after  
4 the effective date of this division of this Act and collective  
5 bargaining agreements pursuant to chapter 20 for which a  
6 ratification election referred to in section 20.17, subsection  
7 4, is held, for which an arbitrator makes a final determination  
8 as described in section 20.22, subsection 11, or which become  
9 effective on or after the effective date of this division of  
10 this Act.

11 DIVISION V

12 PERSONNEL RECORDS AND SETTLEMENT AGREEMENTS

13 Sec. 60. Section 22.7, subsection 11, paragraph a,  
14 subparagraph (5), Code 2021, is amended to read as follows:

15 (5) The fact that the individual ~~resigned in lieu of~~  
16 ~~termination, was discharged, or was demoted~~ as the result of  
17 a final disciplinary action, ~~and the documented reasons and~~  
18 ~~rationale for the resignation in lieu of termination, the~~  
19 ~~discharge, or the demotion. For purposes of this subparagraph,~~  
20 ~~"demoted" and "demotion" mean a change of an employee from~~  
21 ~~a position in a given classification to a position in a~~  
22 ~~classification having a lower pay grade~~ upon the exhaustion of  
23 all applicable contractual, legal, and statutory remedies.

24 Sec. 61. REPEAL. Sections 22.13A and 22.15, Code 2021, are  
25 repealed.

26 Sec. 62. EFFECTIVE DATE. This division of this Act, being  
27 deemed of immediate importance, takes effect upon enactment.

28 Sec. 63. APPLICABILITY. This division of this Act applies  
29 to requests for records pursuant to chapter 22 submitted on or  
30 after the effective date of this division of this Act.

31 DIVISION VI

32 CITY CIVIL SERVICE REQUIREMENTS

33 Sec. 64. Section 400.12, subsection 4, Code 2021, is amended  
34 by striking the subsection.

35 Sec. 65. Section 400.17, subsection 4, Code 2021, is amended

1 to read as follows:

2 4. A person shall not be appointed, denied appointment,  
3 promoted, ~~removed~~, discharged, ~~suspended~~, or demoted to or  
4 from a civil service position or in any other way favored or  
5 discriminated against in that position because of political  
6 or religious opinions or affiliations, race, national origin,  
7 sex, or age, or in retaliation for the exercise of any right  
8 enumerated in **this chapter**. However, the maximum age for a  
9 police officer or fire fighter covered by **this chapter** and  
10 employed for police duty or the duty of fighting fires is  
11 sixty-five years of age.

12 Sec. 66. Section 400.18, Code 2021, is amended by striking  
13 the section and inserting in lieu thereof the following:

14 **400.18 Removal, demotion, or suspension.**

15 1. A person holding civil service rights as provided in  
16 this chapter shall not be removed, demoted, or suspended  
17 arbitrarily, except as otherwise provided in this chapter, but  
18 may be removed, demoted, or suspended after a hearing by a  
19 majority vote of the civil service commission, for neglect of  
20 duty, disobedience, misconduct, or failure to properly perform  
21 the person's duties.

22 2. The party alleging neglect of duty, disobedience,  
23 misconduct, or failure to properly perform a duty shall have  
24 the burden of proof.

25 3. A person subject to a hearing has the right to be  
26 represented by counsel at the person's expense or by the  
27 person's authorized collective bargaining representative.

28 Sec. 67. Section 400.19, Code 2021, 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 ~~due to any act or~~  
3 ~~failure to act by the employee that is in contravention of law,~~  
4 ~~city policies, or standard operating procedures, or that in~~  
5 ~~the judgment of the person or chief is sufficient to show that~~  
6 ~~the employee is unsuitable or unfit for employment~~ for neglect  
7 of duty, disobedience of orders, misconduct, or failure to  
8 properly perform the subordinate's duties.

9       Sec. 68. Section 400.20, Code 2021, is amended to read as  
10 follows:

11       **400.20 Appeal.**

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

17       Sec. 69. Section 400.21, Code 2021, is amended to read as  
18 follows:

19       **400.21 Notice of appeal.**

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

28       Sec. 70. Section 400.22, Code 2021, 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 ~~removed, suspended or 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 ~~removed, suspended or discharged,~~  
6 ~~demoted, or suspended~~ for want of prosecution.

7 Sec. 71. Section 400.27, subsection 3, Code 2021, is amended  
8 to read as follows:

9 3. The city or any civil service employee shall have a  
10 right to appeal to the district court from the final ruling or  
11 decision of the civil service commission. The appeal shall be  
12 taken within thirty days from the filing of the formal decision  
13 of the commission. The district court of the county in which  
14 the city is located shall have full jurisdiction of the appeal.  
15 ~~The scope of review for the appeal shall be limited to de novo~~  
16 ~~appellate review without a trial or additional evidence~~ The  
17 appeal shall be a trial de novo as an equitable action in the  
18 district court.

19 Sec. 72. Section 400.28, Code 2021, is amended by striking  
20 the section and inserting in lieu thereof the following:

21 **400.28 Employees — number diminished.**

22 1. When the public interest requires a diminution of  
23 employees in a classification or grade under civil service,  
24 the city council, acting in good faith, may do either of the  
25 following:

26 a. Abolish the office and remove the employee from the  
27 employee's classification or grade thereunder.

28 b. Reduce the number of employees in any classification or  
29 grade by suspending the necessary number.

30 2. In case it thus becomes necessary to so remove or suspend  
31 any such employees, the persons so removed or suspended shall  
32 be those having seniority of the shortest duration in the  
33 classifications or grades affected, and such seniority shall be  
34 computed as provided in section 400.12 for all persons holding  
35 seniority in the classification or grade affected, regardless

1 of their seniority in any other classification or grade, but  
2 any such employee so removed from any classification or grade  
3 shall revert to the employee's seniority in the next lower  
4 grade or classification; if such seniority is equal, then the  
5 one less efficient and competent as determined by the person or  
6 body having the appointing power shall be the one affected.

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

20 Sec. 73. SENIORITY RIGHTS REESTABLISHED. The seniority  
21 rights of any civil service employee extinguished pursuant  
22 to section 400.12, subsection 4, Code 2021, are hereby  
23 reestablished, including accrual of seniority during the period  
24 of extinguishment.

25 Sec. 74. EFFECTIVE DATE. This division of this Act, being  
26 deemed of immediate importance, takes effect upon enactment.

27 Sec. 75. APPLICABILITY. This division of this Act applies  
28 to employment actions taken on or after the effective date of  
29 this division of this Act.

30 DIVISION VII

31 HEALTH INSURANCE MATTERS

32 Sec. 76. REPEAL. Section 70A.41, Code 2021, is repealed.

33 Sec. 77. EFFECTIVE DATE. This division of this Act, being  
34 deemed of immediate importance, takes effect upon enactment.

35 DIVISION VIII

1                                   FAMILY AND MEDICAL LEAVE INSURANCE

2       Sec. 78. Section 7E.5, subsection 1, paragraph h, Code 2021,  
3 is amended to read as follows:

4       *h.* The department of workforce development, created  
5 in [section 84A.1](#), which has primary responsibility for  
6 administering the laws relating to unemployment compensation  
7 insurance, job placement and training, employment safety, labor  
8 standards, workers' compensation, the family leave and medical  
9 insurance program, and related matters.

10       Sec. 79. Section 84A.1, subsection 1, Code 2021, is amended  
11 to read as follows:

12       1. The department of workforce development is created to  
13 administer the laws of this state relating to unemployment  
14 compensation insurance, job placement and training, employment  
15 safety, labor standards, ~~and workers' compensation~~, and the  
16 family leave and medical leave insurance program.

17       Sec. 80. NEW SECTION. 96A.1 Short title.

18       This chapter may be cited as the "*Iowa Family and Medical*  
19 *Leave Act*".

20       Sec. 81. NEW SECTION. 96A.2 Definitions.

21       As used in this chapter, unless the context otherwise  
22 requires:

23       1. "*Child*" means a biological, adopted, or foster child,  
24 a stepchild, a legal ward, or a child of a person standing in  
25 loco parentis, regardless of the child's age or dependency  
26 status.

27       2. "*Covered employer*" means a private sector employer who  
28 has ten or more employees for each working day during each of  
29 twenty or more calendar workweeks in the current or previous  
30 calendar year, and a public employer without regard to the  
31 number of employees employed.

32       3. "*Department*" means the department of workforce  
33 development.

34       4. "*Director*" means the director of the department of  
35 workforce development.

1 5. "*Employee*" means a natural person who is employed in  
2 this state for wages by an employer. "*Employee*" also includes  
3 a commission salesperson who takes orders or performs services  
4 on behalf of a principal and who is paid on the basis of  
5 commissions but does not include persons who purchase for  
6 their own account for resale. "*Employee*" shall not include an  
7 independent contractor, a self-employed person, or a patient or  
8 inmate employed by a state or local institution to which the  
9 patient or inmate has been sentenced or committed, or any of  
10 the following persons engaged in agriculture:

11 a. The spouse of the employer and a relative of either the  
12 employer or the employer's spouse who resides on the premises  
13 of the employer.

14 b. A person engaged in agriculture as an owner-operator  
15 or tenant-operator, and the spouse or a relative of either  
16 an owner-operator or a tenant-operator who resides on the  
17 premises while exchanging labor with the owner-operator or the  
18 tenant-operator for mutual benefit.

19 c. A neighboring person engaged in agriculture who is  
20 exchanging labor or other services.

21 6. "*Employer*" means the same as defined in 91A.2.  
22 "*Employer*" includes a temporary staffing agency or employment  
23 agency.

24 7. "*Employment benefits*" means all benefits provided or  
25 made available to an employee by an employer, including group  
26 life insurance, health insurance, disability insurance, sick  
27 leave, annual leave, educational benefits, and pensions except  
28 benefits that are provided by a practice or written policy of  
29 an employer or through an employee benefit plan as defined in  
30 29 U.S.C. §1002(3).

31 8. "*Family leave*" means a leave taken from work by an  
32 employee for any of the following reasons:

33 a. To participate in providing care, including physical or  
34 psychological care, for a family member of the employee made  
35 necessary by a serious health condition of the family member.

1     *b.* To bond with the employee's child after the child's  
2 birth, or with a child under the age of eighteen placed with  
3 the employee for adoption or foster care.

4     *c.* Because of a qualifying exigency for a family member as  
5 permitted under the federal Family and Medical Leave Act of  
6 1993, as amended, and federal regulations as provided in 29  
7 C.F.R. §825.126.

8     9. "*Family member*" means a child, parent, or spouse of an  
9 employee.

10    10. "*Gross earnings*" means the same as defined in section  
11 85.61.

12    11. "*Health care provider*" means a physician or other  
13 health care practitioner licensed, accredited, registered, or  
14 certified to perform specified health care services consistent  
15 with state law.

16    12. "*In loco parentis*" means an individual who has  
17 day-to-day responsibilities to care for or financially support  
18 a child.

19    13. "*Inpatient care*" means an overnight stay in a hospital,  
20 hospice, or residential medical care facility, including any  
21 period of incapacity, or any subsequent treatment in connection  
22 with such inpatient care.

23    14. "*Medical leave*" means a leave from work taken by an  
24 employee made necessary by the employee's own serious health  
25 condition.

26    15. "*Parent*" means a biological, adoptive, step, or foster  
27 father or mother, or any other individual who stands in  
28 loco parentis to an employee or who stood in loco parentis  
29 when the employee was a child. "*Parent*" does not include a  
30 parent-in-law.

31    16. "*Period of incapacity*" means an inability to work,  
32 attend school, or perform other regular daily activities due  
33 to a serious health condition, treatment of a serious health  
34 condition, or recovery from a serious health condition.

35    17. "*Premium*" or "*premiums*" means the payments required by

1 section 96A.12 and paid to the department for deposit in the  
2 family and medical leave insurance account pursuant to section  
3 96A.22.

4 18. "*Public employer*" means the state of Iowa, its  
5 boards, commissions, agencies, departments, and its political  
6 subdivisions including school districts and other special  
7 purpose districts.

8 19. "*Serious health condition*" means an illness, injury,  
9 impairment, physical condition, or mental condition that  
10 involves inpatient care in a hospital, hospice, medical care  
11 facility, or continued treatment or continuing supervision by  
12 a health care provider.

13 20. "*Spendable weekly earnings*" means the amount remaining  
14 after payroll taxes are deducted from an employee's gross  
15 weekly earnings.

16 21. "*Spouse*" means the person with whom an individual has  
17 entered into marriage as defined or recognized under state law  
18 for purposes of marriage in the state in which the marriage  
19 was entered into or, in the case of a marriage entered into  
20 outside of any state, if the marriage is valid in the place  
21 where the marriage was entered into and the marriage could have  
22 been entered into in at least one state, including a common law  
23 marriage.

24 22. "*Wages*" means the same as defined in section 91A.2.

25 Sec. 82. NEW SECTION. **96A.3 Benefit eligibility.**

26 An employee is eligible for family leave and medical leave  
27 as provided in this chapter after working for a covered  
28 employer for both a minimum of twelve consecutive months  
29 immediately preceding the employee's request for leave and a  
30 minimum of one thousand two hundred fifty hours during that  
31 twelve-consecutive-month period.

32 Sec. 83. NEW SECTION. **96A.4 Leave entitlement for a defined**  
33 **twelve-month period.**

34 1. An employee is entitled to a maximum of twelve weeks  
35 of family leave during a defined period of twelve consecutive

1 months.

2 2. An employee is entitled to a maximum of twelve weeks of  
3 medical leave during a defined period of twelve consecutive  
4 months unless the employee experiences a serious health  
5 condition, which is pregnancy-related, that results in a longer  
6 period of incapacity in which case any extended medical leave  
7 beyond twelve weeks shall conform with section 216.6.

8 3. An employee is entitled to a maximum combined total of  
9 paid family leave and medical leave of sixteen weeks during a  
10 defined period of twelve consecutive months.

11 4. An employee is not entitled to family leave or medical  
12 leave of less than eight consecutive hours.

13 Sec. 84. NEW SECTION. 96A.5 **Calculating the defined**  
14 **twelve-month period.**

15 The defined period of twelve consecutive months for  
16 calculation of an eligible employee's family leave or medical  
17 leave entitlement begins on any of the following:

18 1. The date of birth of the employee's child, or the date  
19 of placement of a child for adoption or foster care with the  
20 employee.

21 2. The first day of family leave that the employee takes for  
22 a family member's serious health condition or a family member's  
23 qualifying exigency.

24 3. The first day of the employee's medical leave.

25 Sec. 85. NEW SECTION. 96A.6 **Disqualification from leave**  
26 **entitlement.**

27 An eligible employee is disqualified for family leave or  
28 medical leave benefits under this chapter for any of the  
29 following reasons:

30 1. An absence due to the employee's willful intention to  
31 injure or cause a sickness to the employee or to the employee's  
32 family member.

33 2. An injury or sickness caused by the employee engaging in  
34 an illegal act.

35 3. The employee's absence due to an employer taking any



1 disciplinary action against the employee.

2 Sec. 86. NEW SECTION. **96A.7 Employee notice to employer**  
3 **of intent to take leave.**

4 1. If leave for the birth of a child or placement of a child  
5 for adoption or foster care with an employee is foreseeable,  
6 the employee shall provide written notice to the employer not  
7 less than thirty calendar days before the date the leave is to  
8 begin.

9 2. If the birth of a child or placement of a child for  
10 adoption or foster care with an employee requires leave to  
11 begin in less than thirty calendar days, the employee shall  
12 provide written notice to the employer as far in advance as is  
13 practicable.

14 3. If leave for a family member's serious health condition  
15 or an employee's serious health condition is foreseeable based  
16 on planned medical treatment, the employee shall do all of the  
17 following:

18 a. Make a reasonable effort to schedule such medical  
19 treatment, subject to the recommendation of the employee's or  
20 family member's health care provider as appropriate, to not  
21 unduly disrupt the operations of the employer.

22 b. Provide the employer with not less than thirty calendar  
23 days prior written notice of the employee's intention to take  
24 leave for a family member's serious health condition or the  
25 employee's serious health condition.

26 4. If leave for a family member's serious health condition  
27 or an employee's serious health condition is not foreseeable,  
28 the employee shall provide written notice to the employer as  
29 far in advance as is practicable.

30 Sec. 87. NEW SECTION. **96A.8 Weekly claim, certification,**  
31 **and verification.**

32 Beginning January 1, 2026, family leave or medical leave  
33 insurance benefits are payable to an employee during a period  
34 in which the employee is unable to perform the employee's  
35 regular or customary work because the employee is on family

1 leave or medical leave if the employee meets all of the  
2 following requirements:

3 1. The employee files a weekly claim for benefits with the  
4 department as required per rules adopted by the director.

5 2. The employee meets the eligibility requirements pursuant  
6 to section 96A.3 or the elective coverage requirements pursuant  
7 to section 96A.14.

8 3. The employee consents to the disclosure of information or  
9 records that may be deemed private or confidential under state  
10 or federal law. Disclosure of such information and records by  
11 another state agency or an employer to the department shall  
12 be solely for purposes related to the administration of this  
13 chapter. Information and records disclosed by an employee  
14 under this chapter shall not be public records as defined in  
15 section 22.1.

16 4. The employee authorizes the health care provider of the  
17 employee's family member or of the employee, as applicable, to  
18 complete a certification of a serious health condition in a  
19 form as required by the director.

20 5. The employee attests that written notice has been  
21 provided to the employee's employer per section 96A.7.

22 6. The employee provides documentation of a family member's  
23 qualifying exigency if requested by the employee's employer.

24 **Sec. 88. NEW SECTION. 96A.9 Waiting period for leave**  
25 **benefits.**

26 Family leave or medical leave insurance benefits shall be  
27 payable to an eligible employee following a waiting period  
28 consisting of the first seven calendar days of the employee's  
29 leave. However, no such waiting period applies to a leave for  
30 the birth or placement of a child with an eligible employee.

31 **Sec. 89. NEW SECTION. 96A.10 Weekly leave benefit amount.**

32 1. The basis for the calculation of a leave benefit amount  
33 shall be the weekly earnings of an eligible employee on the  
34 day the leave is granted. "*Weekly earnings*" means the gross  
35 earnings of an employee to which the employee would have been

1 entitled had the employee worked the employee's customary hours  
2 for the full pay period in which the employee is on family  
3 leave or medical leave. Weekly earnings shall be computed as  
4 follows, rounded to the nearest dollar, for an employee who is  
5 paid on the following basis:

6     *a.* On a weekly pay period basis, the weekly earnings are the  
7 weekly gross earnings.

8     *b.* On a biweekly pay period basis, the weekly earnings are  
9 one-half of the biweekly gross earnings.

10     *c.* On a semimonthly pay period basis, the weekly earnings  
11 are the semimonthly gross earnings multiplied by twenty-four  
12 and then divided by fifty-two.

13     *d.* On a monthly pay period basis, the weekly earnings  
14 are the monthly gross earnings multiplied by twelve and then  
15 divided by fifty-two.

16     *e.* On a yearly pay period basis, the weekly earnings shall  
17 be the yearly earnings divided by fifty-two.

18     *f.* On a daily or hourly basis, or by the output of an  
19 employee, the weekly earnings shall be computed by dividing by  
20 thirteen the earnings, including shift differential pay but  
21 not including overtime or premium pay, of the employee earned  
22 in the last completed period of thirteen consecutive calendar  
23 weeks immediately preceding the start day of the leave. If  
24 the employee was absent from employment for personal reasons  
25 during part of the thirteen calendar weeks preceding the  
26 leave, the employee's weekly earnings shall be the amount the  
27 employee would have earned had the employee worked when work  
28 was available to other employees of the employer in a similar  
29 occupation. A week that does not fairly reflect the employee's  
30 customary earnings shall be replaced by the closest previous  
31 week with earnings that fairly represent the employee's  
32 customary earnings.

33     2. If on the date that an employee's leave begins the  
34 employee's hourly earnings cannot be ascertained, the earnings  
35 for the purpose of calculating the benefit amount shall be the

1 usual earnings for similar services where such services are  
2 rendered by paid employees.

3 3. If an employee earns either no wages, or less than the  
4 usual weekly earnings of a regular full-time adult laborer  
5 in the line of work in which the employee is working in  
6 that locality, the weekly earnings shall be one-fiftieth of  
7 the total earnings which the employee has earned from all  
8 employment during the twelve consecutive calendar months  
9 immediately preceding the date that the employee's leave  
10 begins.

11 4. The weekly leave benefit amount payable to an employee  
12 for any one week shall be eighty percent of the employee's  
13 spendable weekly earnings, but shall not exceed an amount equal  
14 to two hundred percent of the statewide average weekly wage  
15 as calculated by the department pursuant to section 96.1A and  
16 in effect on the date that the employee's leave commences.  
17 However, the weekly leave benefit amount shall be a minimum  
18 equal to the lesser of the weekly leave benefit amount of a  
19 person whose gross weekly earnings are thirty-five percent of  
20 the statewide average weekly wage, or to the spendable weekly  
21 earnings of the employee.

22 Sec. 90. NEW SECTION. 96A.11 **Payment of benefits to an**  
23 **eligible employee.**

24 1. The department shall send the first benefit payment to  
25 an employee within ten calendar days after the first properly  
26 completed weekly claim from the employee is received by  
27 the department. Subsequent payments shall be sent at least  
28 biweekly to an eligible employee if a properly completed weekly  
29 claim from the employee is received by the department.

30 2. If an employer contests an employee's initial claim  
31 for family leave or medical leave benefits, the employer must  
32 notify the employee and the department in the manner prescribed  
33 by the director within ten calendar days of the employer's  
34 receipt of notice from the department of the employee's filing  
35 of a claim for benefits pursuant to section 96A.21, subsection

1 3. Failure to timely contest an initial application shall  
2 constitute a waiver of objection to the family leave or medical  
3 leave claim.

4 3. If the department or the employee's employer contests  
5 an employee's eligibility for benefits after the employee  
6 begins receiving benefits, the employee shall continue to  
7 be paid benefits conditionally for any weeks for which the  
8 employee files a claim for benefits. The employee's right to  
9 retain such benefit payments shall be conditioned upon the  
10 department's finding that the employee is eligible for such  
11 benefit payments.

12 a. At an employee's request, the department shall hold  
13 conditional benefit payments until the department resolves the  
14 employee's eligibility status.

15 b. Payment shall be issued promptly for any withheld benefit  
16 payments if the department determines that an employee is  
17 eligible for benefits.

18 c. If the department determines that an employee is  
19 ineligible for the conditionally paid benefits, the employee  
20 shall repay the overpayment per rules adopted by the director.

21 Sec. 91. NEW SECTION. 96A.12 Funding the family leave and  
22 medical leave insurance program.

23 1. Beginning on January 1, 2024, and ending December  
24 31, 2025, the department shall assess for each employee  
25 in employment with a covered employer a premium rate of  
26 four-tenths of one percent of the employee's wages based on the  
27 amount of the wages, subject to subsection 6.

28 a. The premium rate for family leave benefits shall be equal  
29 to one-third of the total premium rate.

30 b. The premium rate for medical leave benefits shall be  
31 equal to two-thirds of the total premium rate.

32 2. For calendar year 2026 and subsequent calendar years the  
33 director shall determine the percentage of paid claims related  
34 to family leave benefits and the percentage of paid claims  
35 related to medical leave benefits and adjust the premium rates

1 set in subsection 1 by the proportional share of claims paid  
2 for both types of leave.

3 3. For family leave premiums a covered employer may deduct  
4 up to forty-five percent of the full amount of the required  
5 premiums from the wages of each employee. The remaining  
6 fifty-five percent of the required premiums shall be paid by  
7 the covered employer.

8 4. For medical leave premiums a covered employer may deduct  
9 up to forty-five percent of the full amount of the required  
10 premiums from the wages of each employee. The remaining  
11 fifty-five percent of the required premiums shall be paid by  
12 the covered employer.

13 5. A covered employer may elect to pay all or any portion of  
14 its employees' share of the premiums for family leave benefits  
15 or medical leave benefits or both.

16 6. The director shall annually set a maximum limit on the  
17 amount of an employee's wages that are subject to a premium  
18 assessment under this section that is equal to the contribution  
19 and benefit base for the calendar year as determined by the  
20 United States social security administration for purposes of  
21 26 U.S.C. §3121(a).

22 7. For calendar year 2026 and subsequent calendar years,  
23 the total premium rate shall be based on the family leave and  
24 medical leave insurance account balance ratio as of September  
25 30 of the previous year. The director shall calculate the  
26 account balance ratio by dividing the balance of the family  
27 leave and medical leave insurance account by the total wages  
28 paid by covered employers. The division shall be carried  
29 to the fourth decimal place with the remaining fraction  
30 disregarded unless it amounts to five hundred thousandths or  
31 more in which case the fourth decimal place shall be rounded  
32 to the next higher digit. If the family leave and medical  
33 leave insurance account balance ratio is any of the following  
34 percentages, the premium shall be the following percentage of  
35 an employee's wages subject to a premium assessment:

1     *a.* If the ratio is zero to nine hundredths of one percent,  
2 the premium shall be six-tenths of one percent.

3     *b.* If the ratio is one-tenth of one percent to nineteen  
4 hundredths of one percent, the premium shall be five-tenths of  
5 one percent.

6     *c.* If the ratio is two-tenths of one percent to twenty-nine  
7 hundredths of one percent, the premium shall be four-tenths of  
8 one percent.

9     *d.* If the ratio is three-tenths of one percent to  
10 thirty-nine hundredths of one percent, the premium shall be  
11 three-tenths of one percent.

12    *e.* If the ratio is four-tenths of one percent to forty-nine  
13 hundredths of one percent, the premium shall be two-tenths of  
14 one percent.

15    *f.* If the ratio is five-tenths of one percent or greater,  
16 the premium shall be one-tenth of one percent.

17    8. Beginning January 1, 2026, if the account balance ratio  
18 calculated in subsection 7 is below five hundredths of one  
19 percent, the director shall assess a solvency surcharge at  
20 the lowest rate necessary to provide revenue to pay for the  
21 administrative and benefit costs of family leave and medical  
22 leave insurance for the calendar year. The solvency surcharge  
23 shall be at least one-tenth of one percent and no more than  
24 six-tenths of one percent and shall be added to the total  
25 premium rate assessed to each employee of a covered employer  
26 for family leave and medical leave benefits.

27    9. A covered employer shall collect all required premiums  
28 and surcharges from the employer's employees through payroll  
29 deductions and shall remit the amount collected and the amount  
30 to be paid by the employer to the department as required by  
31 rules adopted by the director.

32    10. On September 30 of each year the department shall  
33 average the number of employees reported by an employer over  
34 the last four completed calendar quarters to determine the  
35 number of employees employed by the employer for the purpose

1 of determining if an employer shall be considered a covered  
2 employer for the next calendar year.

3     **Sec. 92. NEW SECTION. 96A.13 Conditional waiver of premium**  
4 **for out-of-state employee.**

5     1. An employer may file an application with the department  
6 for a conditional waiver of the payment of family leave and  
7 medical leave premiums assessed under section 96A.12 for an  
8 employee who meets all of the following requirements:

9       a. The employee is physically based outside of the state.

10      b. The employee physically works in the state on a limited  
11 or temporary work schedule.

12      c. The employee is not expected to physically work in the  
13 state for one thousand two hundred fifty hours or more during  
14 any consecutive twelve-month period.

15     2. The department shall approve an application that is  
16 signed by both the employee and the employee's employer  
17 attesting to compliance with the requirements of subsection 1.

18     3. If the employee physically works in the state for one  
19 thousand two hundred fifty hours or more in any consecutive  
20 twelve-month period, the conditional waiver shall expire and  
21 the employer and employee shall be responsible for all premiums  
22 pursuant to section 96A.12 for the consecutive twelve-month  
23 period in which the employee worked one thousand two hundred  
24 fifty hours or more. Upon submission of the premiums by the  
25 employer to the department, the employee shall be credited for  
26 the hours worked during that consecutive twelve-month period  
27 and shall be eligible for benefits under this chapter.

28     **Sec. 93. NEW SECTION. 96A.14 Self-employed persons elective**  
29 **participation in the family leave and medical leave insurance**  
30 **program.**

31     1. A self-employed person electing to participate in the  
32 family leave and medical leave insurance program shall be  
33 considered either an employer or employee under this chapter  
34 as the context dictates.

35     2. For benefits payable beginning January 1, 2026, a



1 self-employed person may elect to participate in the family  
2 leave and medical leave insurance program under this chapter  
3 if the self-employed person meets all of the following  
4 requirements:

5     *a.* The initial participation period for the self-employed  
6 person must be a minimum of three years.

7     *b.* Any subsequent participation period by the self-employed  
8 person must be for a minimum of one year.

9     *c.* The self-employed person must participate in both family  
10 leave and medical leave.

11     *d.* One hundred percent of all premiums assessed by  
12 the department under section 96A.12 shall be paid by the  
13 self-employed person.

14     3. A self-employed person shall file a written notice of  
15 election of elective coverage with the department in the manner  
16 required by the director.

17     4. A self-employed person shall be eligible for  
18 family leave and medical leave benefits after working one  
19 thousand two hundred fifty hours in the state during the  
20 twelve-consecutive-month period immediately following the date  
21 of the written notice the self-employed person filed pursuant  
22 to subsection 3.

23     5. A self-employed person who has elected coverage may  
24 withdraw from coverage within thirty calendar days after the  
25 end of each participation period pursuant to subsection 2,  
26 paragraph "a" or "b", by filing a written notice of withdrawal  
27 as required pursuant to the rules adopted by the director. The  
28 withdrawal shall take effect no sooner than thirty calendar  
29 days after the self-employed person files the notice of  
30 withdrawal.

31     6. If a self-employed person fails to submit the required  
32 premium payments, the department may cancel the person's  
33 elective coverage. The cancellation shall be effective no  
34 sooner than thirty days from the date of a written notice  
35 from the department to the self-employed person advising the

1 self-employed person of the impending cancellation of the  
2 self-employed person's elective coverage. The department shall  
3 collect all due and unpaid premiums from the self-employed  
4 person for the remainder of the applicable participation period  
5 pursuant to subsection 2, paragraph "a" or "b".

6 Sec. 94. NEW SECTION. **96A.15 Employment protection.**

7 1. An eligible employee who takes family leave or medical  
8 leave under this chapter is entitled to either of the following  
9 on the employee's return from leave:

10 a. To be restored to the same position held by the employee  
11 when the employee's leave commenced.

12 b. To be restored to an equivalent position with equivalent  
13 employment benefits, pay, and other terms and conditions of  
14 employment.

15 2. As a condition of restoration under subsection 1 for an  
16 employee who has taken medical leave, the employer may apply  
17 a uniform policy to the employee that requires an employee to  
18 provide certification from the employee's health care provider  
19 that the employee is able to resume work.

20 3. Taking leave under this chapter shall not result in the  
21 loss of any employment benefits accrued by an employee prior to  
22 the date on which the employee's leave commenced.

23 4. This section shall not be construed to entitle a restored  
24 employee to any of the following:

25 a. The accrual of any seniority or employment benefits  
26 during any period of leave.

27 b. Any right, benefit, or position of employment other than  
28 any right, benefit, or position of employment to which the  
29 employee would have been entitled had the employee not taken  
30 leave.

31 5. This section shall not be construed to prohibit an  
32 employer from requiring an employee on leave to report  
33 periodically to the employer on the status and intention of the  
34 employee to return to work.

35 6. An employer may deny restoration under this section to

1 a salaried employee who is among the ten percent highest-paid  
2 employees employed by the employer within seventy-five miles  
3 of the facility at which the employee is employed if all of the  
4 following apply:

5 a. Denial of restoration is necessary to prevent substantial  
6 and grievous economic injury to the operations of the employer.

7 b. The employer notifies the employee of the intent of the  
8 employer to deny restoration on such basis at the time the  
9 employer determines such basis exists.

10 c. The employee is on leave and elects not to return  
11 to employment after receiving the employer's notice of the  
12 employer's intent not to restore the employee.

13 7. This section shall not be construed as providing an  
14 employee greater restoration rights than those required under  
15 the federal Family and Medical Leave Act of 1993, as amended.

16 Sec. 95. NEW SECTION. **96A.16 Maintenance of existing health**  
17 **benefits.**

18 If required by the federal Family and Medical Leave  
19 Act of 1993, as amended, an employer shall maintain any  
20 existing health benefits of an employee for the duration of  
21 an employee's leave under this chapter. If the employer and  
22 the employee normally share the cost of such existing health  
23 benefits, the employee shall remain responsible for the  
24 employee's share of the cost of such.

25 Sec. 96. NEW SECTION. **96A.17 Employer submission of reports**  
26 **and maintenance of records.**

27 1. Pursuant to rules adopted by the director, an employer  
28 shall submit reports and furnish information related to  
29 the family leave and medical leave insurance program to the  
30 director.

31 2. An employer shall maintain at the employer's primary  
32 place of business a record of employment for each employee from  
33 which any information needed by the department for purposes of  
34 this chapter may be obtained. Such record shall be maintained  
35 for ten years from the date on which an eligible employee

1 applies for family leave or medical leave under this chapter.  
2 The record shall be open for inspection by the director at all  
3 times. All personnel records and employee medical records  
4 shall be maintained by the employer in compliance with all  
5 applicable federal and state laws.

6 Sec. 97. NEW SECTION. **96A.18 Coordination of family leave**  
7 **and medical leave with other laws and with employer policies.**

8 1. Family leave or medical leave taken by an employee under  
9 this chapter shall be in addition to any leave available to  
10 an employee as required by applicable state or federal law  
11 for sickness or temporary disability because of pregnancy or  
12 childbirth.

13 2. Family leave or medical leave taken by an employee under  
14 this chapter shall be taken concurrently with any leave taken  
15 under the federal Family and Medical Leave Act of 1993, as  
16 amended.

17 3. An employer may allow an employee who has accrued  
18 vacation, sick, or other paid time off to choose to use either  
19 such accrued time or to receive paid family leave or medical  
20 leave insurance benefits under this chapter.

21 Sec. 98. NEW SECTION. **96A.19 Relationship to other state**  
22 **and federal benefits.**

23 In any week an employee is eligible to receive benefits under  
24 chapter 85, 85A, 85B, or 96, or any other applicable state or  
25 federal unemployment compensation, workers' compensation, or  
26 disability insurance laws, the employee is disqualified from  
27 receiving family leave or medical leave insurance benefits  
28 under this chapter.

29 Sec. 99. NEW SECTION. **96A.20 Discrimination prohibited.**

30 This chapter shall not be construed to modify or affect any  
31 federal, state, or local law prohibiting discrimination on the  
32 basis of age, race, creed, color, sex, sexual orientation,  
33 gender identity, national origin, religion, disability, or  
34 other protected category.

35 Sec. 100. NEW SECTION. **96A.21 Department to administer**

1 family leave and medical leave insurance program and conduct  
2 outreach.

3 1. The director shall establish and administer the family  
4 leave and medical leave insurance program and disburse family  
5 leave and medical leave benefits to an eligible employee as  
6 specified in this chapter.

7 2. The director shall establish procedures and forms for  
8 an employee to file an application for benefits under this  
9 chapter.

10 3. The department shall notify an employer within five  
11 business days of an employee filing a claim for family leave or  
12 medical leave insurance benefits.

13 4. Information and records pertaining to an employee under  
14 this chapter that are maintained by the department shall  
15 be confidential and shall only be available to department  
16 personnel in the performance of official duties.

17 5. The director shall develop and implement an outreach  
18 program to ensure that employers and employees are aware of  
19 the family leave and medical leave insurance program and are  
20 aware of the leave benefits available to eligible employees.  
21 Outreach information shall explain in an easy-to-understand  
22 format all of the following:

23 a. Eligibility requirements.

24 b. The application process.

25 c. How weekly benefits are calculated and the minimum and  
26 maximum weekly benefit amount.

27 d. Restoration rights.

28 e. Nondiscrimination rights.

29 f. Confidentiality.

30 g. The relationship between employment protection, leave  
31 from employment, wage replacement benefits under this chapter  
32 and other laws, and employer policies.

33 6. The department shall be authorized to inspect and audit  
34 an employer's files and records relating to the family leave  
35 and medical leave insurance program under this chapter.

1     Sec. 101. NEW SECTION.   **96A.22 Family leave and medical**  
2 **leave insurance account.**

3     1. The family leave and medical leave insurance account  
4 is created as a separate account in the state treasury in the  
5 custody of the treasurer of state.

6     2. The director shall deposit all receipts from premiums  
7 imposed pursuant to sections 96A.12, 96A.13, and 96A.14 into  
8 the account. Expenditures from the account shall be used  
9 only for the purposes of the family leave and medical leave  
10 insurance program and only as authorized by the director.

11    3. All premiums deposited in the account shall remain in  
12 the account until expended pursuant to the requirements of this  
13 chapter.

14    Sec. 102. NEW SECTION.   **96A.23 Rules.**

15    The director shall adopt rules pursuant to chapter 17A as  
16 necessary to implement and administer this chapter.

17    Sec. 103. NEW SECTION.   **96A.24 Enforcement.**

18    The director may take any action under the director's  
19 authority to enforce compliance with this chapter.

20    Sec. 104. **DIRECTOR ANALYSIS OF FUNDING THE FAMILY LEAVE**  
21 **AND MEDICAL LEAVE INSURANCE PROGRAM AND REPORT TO THE GENERAL**  
22 **ASSEMBLY.** The director of the department of workforce  
23 development shall conduct an analysis of the family leave  
24 and medical leave insurance program as funded pursuant to  
25 section 96A.12, as enacted in this Act, and of the benefits  
26 paid pursuant to section 96A.10, as enacted in this Act. The  
27 director shall determine if the premium rates and benefit  
28 levels are appropriate to fully fund and maintain the solvency  
29 of the family leave and medical leave insurance account.

30    The director shall submit the director's findings to the  
31 general assembly pursuant to section 7A.11 no later than  
32 January 14, 2022.

33                                    **DIVISION IX**

34                                    **INFECTIOUS DISEASE EMERGENCY RESPONSE**

35    Sec. 105. Section 88.3, Code 2021, is amended by adding the

1 following new subsection:

2 NEW SUBSECTION. 8A. *“Period of infectious disease emergency”*  
3 means that period of time that a disease or virus determined  
4 to be life-threatening to a person exposed to the disease or  
5 virus has been declared a pandemic, epidemic, or public health  
6 emergency by the federal government, governor, or local public  
7 health authorities.

8 Sec. 106. Section 88.5, Code 2021, is amended by adding the  
9 following new subsection:

10 NEW SUBSECTION. 5A. *Emergency temporary standards —*  
11 *infectious disease emergencies.*

12 a. If, during a period of infectious disease emergency,  
13 the secretary provides a federal occupational safety and  
14 health standard, including an emergency temporary standard, or  
15 provides any other guideline or recommendation, relating to  
16 the infectious disease that is the subject of the period, the  
17 commissioner shall provide for one or more temporary standards  
18 pursuant to subsection 5 implementing the standard, guideline,  
19 or recommendation within one week of the issuance of the  
20 standard, guideline, or recommendation. The commissioner shall  
21 initiate the procedures provided for under this chapter for the  
22 purpose of promulgating a permanent standard as provided in  
23 subsection 1 of this section within one month of such issuance  
24 if the period remains in effect.

25 b. Emergency standards provided pursuant to this subsection  
26 shall include a requirement that affected employers provide,  
27 at no cost to employees, personal protective equipment and  
28 sanitizing liquid in order to prevent the contraction or spread  
29 of the infectious disease.

30 c. Emergency standards provided pursuant to this subsection  
31 shall include a requirement that an employer notify all  
32 employees who work in a workplace of the occurrence in the  
33 workplace of a confirmed positive case of the disease or virus  
34 which is the subject of the period of infectious disease  
35 emergency no later than twenty-four hours after learning of the

1 occurrence. Such a notification shall not include information  
2 prohibited from disclosure under federal law.

3 Sec. 107. Section 88.6, Code 2021, is amended by adding the  
4 following new subsection:

5 NEW SUBSECTION. 10. *Procedures for complaints regarding*  
6 *periods of infectious disease emergency.* The division shall  
7 respond to any complaint of a violation of this chapter during  
8 a period of infectious disease emergency that pertains to  
9 the infectious disease within twenty-four hours of receiving  
10 the complaint. The response shall confirm that the division  
11 has received the complaint and shall describe the steps the  
12 division will carry out to conduct an investigation of the  
13 complaint. The division shall begin such an investigation  
14 within seventy-two hours of receiving such a complaint. Upon  
15 request, and notwithstanding subsection 8, the division shall  
16 provide the person who made a complaint with an update on the  
17 progress of the investigation and a projected timeline for its  
18 completion.

19 DIVISION X

20 COVID-19 RELATED LIABILITY

21 Sec. 108. NEW SECTION. 686E.1 **Short title.**

22 This chapter shall be known and may be cited as the  
23 *“COVID-19 Response, Back to Business, Employer Protection,*  
24 *Worker Protection, Patient Protection, and Nursing Home Resident*  
25 *Protection Limited Liability Act”.*

26 Sec. 109. NEW SECTION. 686E.2 **Definitions.**

27 When used in this chapter, unless the context otherwise  
28 requires:

29 1. *“COVID-19”* means the novel coronavirus identified  
30 as SARS-CoV-2, the disease caused by the novel coronavirus  
31 SARS-CoV-2 or a virus mutating therefrom, and conditions  
32 associated with the disease caused by the novel coronavirus  
33 SARS-CoV-2 or a virus mutating therefrom.

34 2. *“Disinfecting or cleaning supplies”* means and includes  
35 hand sanitizers, disinfectants, sprays, and wipes.



1 3. *"Health care facility"* means and includes all of the  
2 following:

3 a. A facility as defined in section 514J.102.  
4 b. A facility licensed pursuant to chapter 135B.  
5 c. A facility licensed pursuant to chapter 135C.  
6 d. Residential care facilities, nursing facilities,  
7 intermediate care facilities for persons with mental illness,  
8 intermediate care facilities for persons with intellectual  
9 disabilities, hospice programs, elder group homes, and assisted  
10 living programs.

11 4. *"Health care professional"* means physicians and other  
12 health care practitioners who are licensed, certified, or  
13 otherwise authorized or permitted by the laws of this state  
14 to administer health care services in the ordinary course  
15 of business or in the practice of a profession, whether  
16 paid or unpaid, including persons engaged in telemedicine or  
17 telehealth. *"Health care professional"* includes the employer or  
18 agent of a health care professional who provides or arranges  
19 health care.

20 5. *"Health care provider"* means and includes a health care  
21 professional, health care facility, home health care facility,  
22 and any other person or facility otherwise authorized or  
23 permitted by any federal or state statute, regulation, order,  
24 or public health guidance to administer health care services  
25 or treatment.

26 6. *"Health care services"* means services for the diagnosis,  
27 prevention, treatment, care, cure, or relief of a health  
28 condition, illness, injury, or disease.

29 7. *"Minimum medical condition"* means a diagnosis of  
30 COVID-19.

31 8. *"Person"* means the same as defined in section 4.1.  
32 *"Person"* includes an agent of a person.

33 9. *"Personal protective equipment"* means and includes  
34 protective clothing, gloves, face shields, goggles, facemasks,  
35 respirators, gowns, aprons, coveralls, and other equipment

1 designed to protect the wearer from injury or the spread of  
2 infection or illness.

3 10. "*Premises*" means and includes any real property and  
4 any appurtenant building or structure serving a commercial,  
5 residential, educational, religious, governmental, cultural,  
6 charitable, or health care purpose.

7 11. "*Public health guidance*" means and includes written  
8 guidance related to COVID-19 issued by any of the following:

9 a. The centers for disease control and prevention of the  
10 federal department of health and human services.

11 b. The centers for Medicare and Medicaid services of the  
12 federal department of health and human services.

13 c. The federal occupational safety and health  
14 administration.

15 d. The office of the governor.

16 e. Any state agency, including the department of public  
17 health.

18 12. "*Qualified product*" means and includes all of the  
19 following:

20 a. Personal protective equipment used to protect the wearer  
21 from COVID-19 or to prevent the spread of COVID-19.

22 b. Medical devices, equipment, and supplies used to treat  
23 COVID-19, including medical devices, equipment, or supplies  
24 that are used or modified for an unapproved use to treat  
25 COVID-19 or to prevent the spread of COVID-19.

26 c. Medical devices, equipment, and supplies used outside of  
27 their normal use to treat COVID-19 or to prevent the spread of  
28 COVID-19.

29 d. Medications used to treat COVID-19, including medications  
30 prescribed or dispensed for off-label use to attempt to treat  
31 COVID-19.

32 e. Tests to diagnose or determine immunity to COVID-19.

33 f. Any component of an item described in paragraphs "a"  
34 through "e".

35 Sec. 110. NEW SECTION. 686E.3 Civil actions alleging

1 **COVID-19 exposure.**

2 A person shall not bring or maintain a civil action alleging  
3 exposure or potential exposure to COVID-19 unless one of the  
4 following applies:

5 1. The civil action relates to a minimum medical condition.

6 2. The civil action involves an act that was intended to  
7 cause harm.

8 3. The civil action involves an act that constitutes actual  
9 malice.

10 Sec. 111. NEW SECTION. **686E.4 Premises owner's duty of care**  
11 **— limited liability.**

12 A person who possesses or is in control of a premises,  
13 including a tenant, lessee, or occupant of a premises, who  
14 directly or indirectly invites or permits an individual onto  
15 a premises, shall not be liable for civil damages for any  
16 injuries sustained from the individual's exposure to COVID-19,  
17 whether the exposure occurs on the premises or during any  
18 activity managed by the person who possesses or is in control  
19 of a premises, if the person qualifies for the protection  
20 afforded by section 686E.5.

21 Sec. 112. NEW SECTION. **686E.5 Safe harbor for compliance**  
22 **with regulations, executive orders, or public health guidance.**

23 A person in this state shall not be held liable for civil  
24 damages for any injuries sustained from exposure or potential  
25 exposure to COVID-19 if the act or omission alleged to violate  
26 a duty of care was in substantial compliance or was consistent  
27 with any federal or state statute, regulation, order, or public  
28 health guidance related to COVID-19 that was applicable to the  
29 person or activity at issue at the time of the alleged exposure  
30 or potential exposure.

31 Sec. 113. NEW SECTION. **686E.6 Liability of health care**  
32 **providers.**

33 A health care provider that qualifies for the protection  
34 afforded by section 686E.5 shall not be liable for civil  
35 damages for causing or contributing, directly or indirectly, to

1 the death or injury of an individual as a result of the health  
2 care provider's acts or omissions while providing or arranging  
3 health care in support of the state's response to COVID-19.

4 This section shall apply to all of the following:

5 1. Injury or death resulting from screening, assessing,  
6 diagnosing, caring for, or treating individuals with a  
7 suspected or confirmed case of COVID-19.

8 2. Prescribing, administering, or dispensing a  
9 pharmaceutical for off-label use to treat a patient with a  
10 suspected or confirmed case of COVID-19.

11 3. Acts or omissions while providing health care to  
12 individuals unrelated to COVID-19 when those acts or omissions  
13 support the state's response to COVID-19, including any of the  
14 following:

15 a. Delaying or canceling nonurgent or elective dental,  
16 medical, or surgical procedures, or altering the diagnosis or  
17 treatment of an individual in response to any federal or state  
18 statute, regulation, order, or public health guidance.

19 b. Diagnosing or treating patients outside the normal scope  
20 of the health care provider's license or practice.

21 c. Using medical devices, equipment, or supplies outside of  
22 their normal use for the provision of health care, including  
23 using or modifying medical devices, equipment, or supplies for  
24 an unapproved use.

25 d. Conducting tests or providing treatment to any individual  
26 outside the premises of a health care facility.

27 Sec. 114. NEW SECTION. 686E.7 Supplies, equipment, and  
28 products designed, manufactured, labeled, sold, distributed, and  
29 donated in response to COVID-19.

30 1. Any person that qualifies for the protection afforded  
31 by section 686E.5 that designs, manufactures, labels, sells,  
32 distributes, or donates household disinfecting or cleaning  
33 supplies, personal protective equipment, or a qualified product  
34 in response to COVID-19 shall not be liable in a civil action  
35 alleging personal injury, death, or property damage caused by

1 or resulting from the design, manufacturing, labeling, selling,  
2 distributing, or donating of the household disinfecting  
3 or cleaning supplies, personal protective equipment, or a  
4 qualified product.

5 2. Any person that designs, manufactures, labels, sells,  
6 distributes, or donates household disinfecting or cleaning  
7 supplies, personal protective equipment, or a qualified product  
8 in response to COVID-19 shall not be liable in a civil action  
9 alleging personal injury, death, or property damage caused by  
10 or resulting from a failure to provide proper instructions or  
11 sufficient warnings.

12 Sec. 115. NEW SECTION. 686E.8 Construction.

13 This chapter shall not be construed to affect the rights or  
14 limits under workers' compensation as provided in chapter 85,  
15 85A, or 85B.

16 Sec. 116. NEW SECTION. 686E.9 Repeal.

17 This chapter is repealed December 31, 2022.

18 Sec. 117. REPEAL. Chapter 686D, Code 2021, is repealed.

19 Sec. 118. EFFECTIVE DATE. This division of this Act, being  
20 deemed of immediate importance, takes effect upon enactment.

21 Sec. 119. RETROACTIVE APPLICABILITY. This division of this  
22 Act applies retroactively to January 1, 2020.

23 DIVISION XI

24 CONTRACTOR COLLECTIVE BARGAINING

25 Sec. 120. NEW SECTION. 20A.1 Definitions.

26 When used in this chapter, unless the context otherwise  
27 requires:

28 1. "Arbitration" means the procedure whereby the parties  
29 involved in an impasse submit their differences to a third  
30 party for a final and binding decision or as provided in this  
31 chapter.

32 2. "Board" means the public employment relations board  
33 established under section 20.5.

34 3. "Contractor" means a natural person who performs labor in  
35 this state to whom a payor of income makes payments which are

1 not subject to withholding and for whom the payor of income is  
2 required by the internal revenue service to complete a form.  
3 "*Contractor*" includes a marketplace contractor as defined in  
4 section 93.1 and a subcontractor.

5 4. "*Contractor organization*" means an organization of any  
6 kind in which contractors participate and which exists for the  
7 primary purpose of representing contractors in their relations  
8 with employers.

9 5. "*Employer*" means a person, as defined in chapter 4, for  
10 whom a contractor performs labor under contract.

11 6. "*Impasse*" means the failure of an employer and the  
12 contractor organization to reach agreement in the course of  
13 negotiations.

14 7. "*Mediation*" means assistance by an impartial third party  
15 to reconcile an impasse between the employer and the contractor  
16 organization through interpretation, suggestion, and advice.

17 8. "*Strike*" means a contractor's refusal, in concerted  
18 action with others, to report to duty, or a willful absence  
19 from the contractor's position, or a stoppage of work by the  
20 contractor, or the contractor's abstinence in whole or in  
21 part from the full, faithful, and proper performance of the  
22 contractor's duties, for the purpose of inducing, influencing,  
23 or coercing a change in the conditions, compensation, rights,  
24 privileges, or obligations of the contractor's work.

25 Sec. 121. NEW SECTION. 20A.2 Powers and duties of the  
26 board.

27 The board shall:

28 1. Interpret, apply, and administer the provisions of this  
29 chapter.

30 2. Collect data and conduct studies relating to wages,  
31 hours, benefits, and other terms and conditions of contractors  
32 and make the same available to employers and any interested  
33 person or organization.

34 3. Adopt rules in accordance with the provisions of chapter  
35 17A as it may deem necessary to carry out the purposes of this

1 chapter.

2 Sec. 122. NEW SECTION. 20A.3 Employer rights.

3 Employers shall have, in addition to all powers, duties,  
4 and rights established by constitutional provision, statute,  
5 ordinance, or common law, the exclusive power, duty, and the  
6 right to:

- 7 1. Direct the work of its contractors.
- 8 2. Suspend or discharge contractors for proper cause.
- 9 3. Maintain the efficiency of the employer's operations.
- 10 4. Relieve contractors from duties because of lack of work  
11 or for other legitimate reasons.
- 12 5. Determine and implement methods, means, assignments,  
13 and personnel by which the employer's operations are to be  
14 conducted.
- 15 6. Exercise all powers and duties granted to the employer  
16 by law.

17 Sec. 123. NEW SECTION. 20A.4 Contractor rights.

18 Contractors shall have the right to:

- 19 1. Organize, or form, join, or assist any contractor  
20 organization.
- 21 2. Negotiate collectively through representatives of their  
22 own choosing.
- 23 3. Engage in other concerted activities for the purpose of  
24 collective bargaining or other mutual aid or protection insofar  
25 as any such activity is not prohibited by this chapter or any  
26 other state or federal law.
- 27 4. Refuse to join or participate in the activities of  
28 contractor organizations, including the payment of any dues,  
29 fees or assessments, or service fees of any type.

30 Sec. 124. NEW SECTION. 20A.5 Scope of negotiations.

- 31 1. The employer and the contractor organization shall  
32 meet at reasonable times to negotiate in good faith with  
33 respect to wages, hours, vacations, insurance, holidays,  
34 leaves of absence, shift differentials, overtime compensation,  
35 supplemental pay, seniority, transfer procedures, job

1 classifications, health and safety matters, evaluation  
2 procedures, procedures for staff reduction, in-service  
3 training, and other matters mutually agreed upon. Negotiations  
4 shall also include terms authorizing dues checkoff for members  
5 of the contractor organization and grievance procedures for  
6 resolving any questions arising under the agreement, which  
7 shall be embodied in a written agreement and signed by the  
8 parties. If an agreement provides for dues checkoff, a  
9 member's dues may be checked off only upon the member's written  
10 request and the member may terminate the dues checkoff at any  
11 time by giving thirty days' written notice. Such obligation to  
12 negotiate in good faith does not compel either party to agree  
13 to a proposal or make a concession.

14 Sec. 125. NEW SECTION. **20A.6 Prohibited practices.**

15 1. It shall be a prohibited practice for any employer,  
16 contractor, or contractor organization to refuse to negotiate  
17 in good faith with respect to the scope of negotiations as  
18 defined in section 20A.5.

19 2. It shall be a prohibited practice for an employer or the  
20 employer's designated representative to:

21 a. Interfere with, restrain, or coerce contractors in the  
22 exercise of rights granted by this chapter.

23 b. Dominate or interfere in the administration of any  
24 contractor organization.

25 c. Encourage or discourage membership in any contractor  
26 organization, committee, or association by discrimination in  
27 obtaining labor for compensation.

28 d. Discharge or discriminate against a contractor because  
29 the contractor has filed an affidavit, petition, or complaint  
30 or given any information or testimony under this chapter, or  
31 because the contractor has formed, joined, or chosen to be  
32 represented by any contractor organization.

33 e. Refuse to negotiate collectively with representatives of  
34 certified contractor organizations as required in this chapter.

35 f. Deny the rights accompanying certification granted in



1 this chapter.

2 *g.* Refuse to participate in good faith in any agreed-upon  
3 impasse procedures or those set forth in this chapter.

4 *h.* Engage in a lockout.

5 3. It shall be a prohibited practice for contractors  
6 or a contractor organization or for any person, union, or  
7 organization or their agents to:

8 *a.* Interfere with, restrain, coerce, or harass any  
9 contractor with respect to any of the contractor's rights  
10 under this chapter or in order to prevent or discourage the  
11 contractor's exercise of any such right, including without  
12 limitation all rights under section 20A.4.

13 *b.* Interfere, restrain, or coerce an employer with respect  
14 to rights granted in this chapter or with respect to selecting  
15 a representative for the purposes of negotiating collectively  
16 or the adjustment of grievances.

17 *c.* Refuse to bargain collectively with an employer as  
18 required in this chapter.

19 *d.* Refuse to participate in good faith in any agreed-upon  
20 impasse procedures or those set forth in this chapter.

21 *e.* Violate section 20A.8.

22 *f.* Violate the provisions of sections 732.1 to 732.3, which  
23 are hereby made applicable to employers, contractors, and  
24 contractor organizations.

25 *g.* Picket in a manner which interferes with ingress and  
26 egress to the facilities of the employer.

27 *h.* Engage in, initiate, sponsor, or support any picketing  
28 that is performed in support of a strike, work stoppage,  
29 boycott, or slowdown against an employer.

30 *i.* Picket for any unlawful purpose.

31 4. The expressing of any views, argument, or opinion, or the  
32 dissemination thereof, whether orally or in written, printed,  
33 graphic, or visual form, shall not constitute or be evidence  
34 of any prohibited practice under any of the provisions of this  
35 chapter, if such expression contains no threat of reprisal or

1 force or promise of benefit.

2     Sec. 126. NEW SECTION. 20A.7 Prohibited practice  
3 violations.

4     1. Proceedings against a party alleging a violation of  
5 section 20A.6 shall be commenced by filing a complaint with  
6 the board within ninety days of the alleged violation, causing  
7 a copy of the complaint to be served upon the accused party.  
8 The accused party shall have ten days within which to file  
9 a written answer to the complaint. However, the board may  
10 conduct a preliminary investigation of the alleged violation,  
11 and if the board determines that the complaint has no basis in  
12 fact, the board may dismiss the complaint. The board shall  
13 promptly thereafter set a time and place for hearing in the  
14 county where the alleged violation occurred, provided, however,  
15 that the presiding officer may conduct the hearing through the  
16 use of technology from a remote location. The parties shall  
17 be permitted to be represented by counsel, summon witnesses,  
18 and request the board to subpoena witnesses on the requester's  
19 behalf. Compliance with the technical rules of pleading and  
20 evidence shall not be required.

21     2. The board may designate one of its members, an  
22 administrative law judge, or any other qualified person  
23 employed by the board to serve as the presiding officer at  
24 the hearing. The presiding officer has the powers as may be  
25 exercised by the board for conducting the hearing and shall  
26 follow the procedures adopted by the board for conducting the  
27 hearing. The proposed decision of the presiding officer may be  
28 appealed to the board, or reviewed on motion of the board, in  
29 accordance with the provisions of chapter 17A.

30     3. The board shall appoint a certified shorthand reporter to  
31 report the proceedings and the board shall fix the reasonable  
32 amount of compensation for such service, and for any transcript  
33 requested by the board, which amounts shall be taxed as other  
34 costs.

35     4. The board shall file its findings of fact and conclusions

1 of law within sixty days of the close of any hearing, receipt  
2 of the transcript, or submission of any briefs. If the  
3 board finds that the party accused has committed a prohibited  
4 practice, the board may, within thirty days of its decision,  
5 enter into a consent order with the party to discontinue the  
6 practice, or after the thirty days following the decision may  
7 petition the district court for injunctive relief pursuant to  
8 rules of civil procedure 1.1501 to 1.1511.

9 5. The board's review of proposed decisions and the  
10 rehearing or judicial review of final decisions is governed by  
11 the provisions of chapter 17A.

12 Sec. 127. NEW SECTION. **20A.8 Strikes prohibited.**

13 1. It shall be unlawful for any contractor or any contractor  
14 organization, directly or indirectly, to induce, instigate,  
15 encourage, authorize, ratify, or participate in a strike  
16 against any employer.

17 2. It shall be unlawful for any employer to authorize,  
18 consent to, or condone a strike; or to pay or agree to pay any  
19 contractor for any day in which the contractor participates  
20 in a strike; or to pay or agree to pay any increase in  
21 compensation or benefits to any contractor in response to or  
22 as a result of any strike or any act which violates subsection

23 1. It shall be unlawful for any official, director, or  
24 representative of any employer to authorize, ratify, or  
25 participate in any violation of this subsection. Nothing in  
26 this subsection shall prevent new or renewed bargaining and  
27 agreement within the scope of negotiations as defined by this  
28 chapter, at any time after such violation of subsection 1 has  
29 ceased; but it shall be unlawful for any employer or contractor  
30 organization to bargain at any time regarding suspension  
31 or modification of any penalty provided in this section or  
32 regarding any request by the employer to a court for such  
33 suspension or modification.

34 3. In the event of any violation or imminently threatened  
35 violation of subsection 1 or 2, any citizen domiciled within

1 the county in which the violation occurs may petition the  
2 district court for that county or the district court for  
3 Polk county for an injunction restraining such violation or  
4 imminently threatened violation. Rules of civil procedure  
5 1.1501 to 1.1511 regarding injunctions shall apply. However,  
6 the court shall grant a temporary injunction if it appears  
7 to the court that a violation has occurred or is imminently  
8 threatened; the plaintiff need not show that the violation  
9 or threatened violation would greatly or irreparably injure  
10 the plaintiff; and no bond shall be required of the plaintiff  
11 unless the court determines that a bond is necessary in  
12 the public interest. Failure to comply with any temporary  
13 or permanent injunction granted pursuant to this section  
14 shall constitute a contempt punishable pursuant to chapter  
15 665. The punishment shall not exceed five hundred dollars  
16 for an individual, or ten thousand dollars for a contractor  
17 organization or employer, for each day during which the failure  
18 to comply continues, or imprisonment in a county jail not  
19 exceeding six months, or both such fine and imprisonment. An  
20 individual or a contractor organization which makes an active,  
21 good-faith effort to comply fully with the injunction shall not  
22 be deemed to be in contempt.

23 4. If a contractor is held to be in contempt of court for  
24 failure to comply with an injunction pursuant to this section,  
25 or is convicted of violating this section, the contractor  
26 shall be ineligible to perform work under contract for the  
27 same employer for a period of twelve months. The employer  
28 shall immediately cease utilizing the labor of the contractor,  
29 but upon the contractor's request, the court shall stay the  
30 cessation to permit further judicial proceedings.

31 5. If a contractor organization or any of its officers is  
32 held to be in contempt of court for failure to comply with  
33 an injunction pursuant to this section, or is convicted of  
34 violating this section, the contractor organization shall  
35 be immediately decertified, shall cease to represent the

1 bargaining unit, shall cease to receive any dues by checkoff,  
2 and may again be certified only after twelve months have  
3 elapsed from the effective date of decertification and only  
4 after a new election pursuant to section 20A.11. The penalties  
5 provided in this section may be suspended or modified by the  
6 court, but only upon request of the employer and only if the  
7 court determines the suspension or modification is in the  
8 interest of the employer and the contractors.

9 6. Each of the remedies and penalties provided by this  
10 section is separate and several, and is in addition to any  
11 other legal or equitable remedy or penalty.

12 Sec. 128. NEW SECTION. 20A.9 Bargaining unit determination.

13 1. Board determination of an appropriate bargaining unit  
14 shall be upon petition filed by an employer, contractor, or  
15 contractor organization.

16 2. Within thirty days of receipt of a petition, the board  
17 shall conduct a public hearing, receive written or oral  
18 testimony, and promptly thereafter file an order defining  
19 the appropriate bargaining unit. In defining the unit, the  
20 board shall take into consideration, along with other relevant  
21 factors, the principles of efficient administration of the  
22 employer's business, the existence of a community of interest  
23 among contractors, the history and extent of contractor  
24 organization, geographical location, and the recommendations  
25 of the parties involved.

26 3. Appeals from such order shall be governed by the  
27 provisions of chapter 17A.

28 Sec. 129. NEW SECTION. 20A.10 Bargaining representative  
29 determination.

30 1. Board certification of a contractor organization as  
31 the exclusive bargaining representative of a bargaining unit  
32 shall be upon a petition filed with the board by an employer,  
33 contractor, or a contractor organization and an election  
34 conducted pursuant to 20A.11.

35 2. The petition of a contractor organization shall allege

1 that:

2     *a.* The contractor organization has submitted a request to  
3 an employer to bargain collectively on behalf of a designated  
4 group of contractors.

5     *b.* The petition is accompanied by written evidence  
6 that thirty percent of such contractors are members of the  
7 contractor organization or have authorized the organization  
8 to represent the contractors for the purposes of collective  
9 bargaining.

10     3. The petition of a contractor shall allege that a  
11 contractor organization which has been certified as the  
12 bargaining representative does not represent a majority of  
13 such contractors and that the petitioners do not want to be  
14 represented by a contractor organization or seek certification  
15 of a contractor organization.

16     4. The petition of an employer shall allege that the  
17 employer has received a request to bargain from a contractor  
18 organization which has not been certified as the bargaining  
19 representative of the contractors in an appropriate bargaining  
20 unit.

21     5. The board shall investigate the allegations of any  
22 petition and shall give reasonable notice of the receipt of  
23 such a petition to all contractors, contractor organizations,  
24 and employers named or described in such petitions or  
25 interested in the representation questioned. The board shall  
26 thereafter call an election under section 20A.11, unless:

27     *a.* It finds that less than thirty percent of the contractors  
28 in the unit appropriate for collective bargaining support the  
29 petition for decertification or for certification.

30     *b.* The appropriate bargaining unit has not been determined  
31 pursuant to section 20A.9.

32     Sec. 130. NEW SECTION. 20A.11 Elections.

33     1. Upon the filing of a petition for certification of a  
34 contractor organization, the board shall submit a question to  
35 the contractors at an election in the bargaining unit found

1 appropriate by the board. The question on the ballot shall  
2 permit the contractors to vote for no bargaining representation  
3 or for any contractor organization which has petitioned for  
4 certification or which has presented proof satisfactory to the  
5 board of support of ten percent or more of the contractors in  
6 the appropriate unit.

7 2. If a majority of the votes cast on the question is for no  
8 bargaining representation, the contractors in the bargaining  
9 unit found appropriate by the board shall not be represented by  
10 a contractor organization. If a majority of the votes cast on  
11 the question is for a listed contractor organization, then that  
12 organization shall represent the contractors in the bargaining  
13 unit found appropriate by the board.

14 3. If none of the choices on the ballot receive the vote of  
15 a majority of the contractors voting, the board shall conduct a  
16 runoff election among the two choices receiving the greatest  
17 number of votes.

18 4. Upon written objections filed by any party to the  
19 election within ten days after notice of the results of  
20 the election, if the board finds that misconduct or other  
21 circumstances prevented the contractors eligible to vote from  
22 freely expressing their preferences, the board may invalidate  
23 the election and hold a second election for the contractors.

24 5. Upon completion of a valid election in which the majority  
25 choice of the contractors voting is determined, the board shall  
26 certify the results of the election and shall give reasonable  
27 notice of the order to all contractor organizations listed  
28 on the ballot, the employers, and the contractors in the  
29 appropriate bargaining unit.

30 6. *a.* A petition for certification as exclusive bargaining  
31 representative of a bargaining unit shall not be considered  
32 by the board for a period of one year from the date of the  
33 noncertification of a contractor organization as the exclusive  
34 bargaining representative of that bargaining unit following a  
35 certification election. A petition for certification as the

1 exclusive bargaining representative of a bargaining unit shall  
2 also not be considered by the board if the bargaining unit is  
3 at that time represented by a certified exclusive bargaining  
4 representative.

5     *b.* A petition for the decertification of the exclusive  
6 bargaining representative of a bargaining unit shall not be  
7 considered by the board for a period of one year from the date  
8 of its certification, or within one year of its continued  
9 certification following a decertification election, or during  
10 the duration of a collective bargaining agreement which, for  
11 purposes of this section, shall be deemed not to exceed two  
12 years. However, if a petition for decertification is filed  
13 during the duration of a collective bargaining agreement, the  
14 board shall award an election under this section not more than  
15 one hundred eighty days and not less than one hundred fifty  
16 days prior to the expiration of the collective bargaining  
17 agreement. If an contractor organization is decertified, the  
18 board may receive petitions under section 20A.10, provided that  
19 no such petition and no election conducted pursuant to such  
20 petition within one year from decertification shall include as  
21 a party the decertified contractor organization.

22     Sec. 131. NEW SECTION. 20A.12 Duty to bargain.

23     Upon the receipt by an employer of a request from a  
24 contractor organization to bargain on behalf of contractors,  
25 the duty to engage in collective bargaining shall arise if the  
26 contractor organization has been certified by the board as the  
27 exclusive bargaining representative for the contractors in that  
28 bargaining unit.

29     Sec. 132. NEW SECTION. 20A.13 Procedures.

30     1. The contractor organization certified as the bargaining  
31 representative shall be the exclusive representative of  
32 all contractors in the bargaining unit and shall represent  
33 all contractors fairly. However, any contractor may meet  
34 and adjust individual complaints with an employer. To  
35 sustain a claim that a certified contractor organization has



1 committed a prohibited practice by breaching its duty of fair  
2 representation, a contractor must establish by a preponderance  
3 of the evidence action or inaction by the organization which  
4 was arbitrary, discriminatory, or in bad faith.

5 2. The contractor organization and the employer may  
6 designate any individual as its representative to engage in  
7 collective bargaining negotiations.

8 3. The contractor organization shall present its initial  
9 bargaining position to the employer at the first bargaining  
10 session. The employer shall present its initial bargaining  
11 position to the contractor organization at the second  
12 bargaining session, which shall be held no later than two  
13 weeks following the first bargaining session. Parties who by  
14 agreement are utilizing a cooperative alternative bargaining  
15 process may exchange their respective initial interest  
16 statements in lieu of initial bargaining positions.

17 4. The terms of a proposed collective bargaining agreement  
18 shall be made available to the contractors by the employer and  
19 reasonable notice shall be given to the contractors by the  
20 contractor organization prior to a ratification election. The  
21 collective bargaining agreement shall become effective only if  
22 ratified by a majority of those voting by secret ballot.

23 5. Terms of any collective bargaining agreement may be  
24 enforced by a civil action in the district court of the county  
25 in which the agreement was made upon the initiative of either  
26 party.

27 6. A collective bargaining agreement or arbitrator's award  
28 shall not be valid or enforceable if its implementation would  
29 be inconsistent with any statutory requirement of employer.  
30 A collective bargaining agreement or arbitrator's award may  
31 provide for benefits conditional upon specified condition, but  
32 the agreement shall provide either for automatic reduction of  
33 such conditional benefits or for additional bargaining if the  
34 conditions are not met.

35 7. If agreed to by the parties, nothing in this chapter

1 shall be construed to prohibit supplementary bargaining  
2 on behalf of contractors in a part of the bargaining unit  
3 concerning matters uniquely affecting those contractors or  
4 cooperation and coordination of bargaining between two or more  
5 bargaining units.

6 8. A contractor or any contractor organization shall not  
7 negotiate or attempt to negotiate directly with an employer  
8 or agent of an employer if the employer has appointed or  
9 authorized a bargaining representative for the purpose of  
10 bargaining with the contractors or their representative,  
11 unless the employer or agent is the designated bargaining  
12 representative.

13 9. The board shall provide, by rule, a date on which any  
14 impasse item must be submitted to binding arbitration and for  
15 such other procedures as deemed necessary to provide for the  
16 completion of negotiations of proposed collective bargaining  
17 agreements within reasonable time periods, which procedures may  
18 be waived by mutual agreement of the parties.

19 Sec. 133. NEW SECTION. 20A.14 **Grievance procedures.**

20 An agreement with a contractor organization which is the  
21 exclusive representative of contractors in an appropriate unit  
22 may provide procedures for the consideration of contractor and  
23 contractor organization grievances over the interpretation and  
24 application of collective bargaining agreements. Negotiated  
25 procedures may provide for binding arbitration of contractor  
26 and contractor organization grievances over the interpretation  
27 and application of existing collective bargaining agreements.  
28 An arbitrator's decision on a grievance may not change or  
29 amend the terms, conditions, or applications of the collective  
30 bargaining agreement. Such procedures shall provide for  
31 the invoking of arbitration only with the approval of the  
32 contractor organization in all instances, and in the case of a  
33 contractor grievance, only with the additional approval of the  
34 contractor. The costs of arbitration shall be shared equally  
35 by the parties.

1     Sec. 134. NEW SECTION.   **20A.15 Impasse procedures —**  
2 **agreement of parties.**

3     1. As the first step in the performance of their duty to  
4 bargain, the employer and the contractor organization shall  
5 endeavor to agree upon impasse procedures, including a timeline  
6 for implementation of such procedures. If the parties fail  
7 to agree upon impasse procedures under the provisions of this  
8 section, the impasse procedures provided in sections 20A.16 and  
9 20A.17 shall apply.

10    2. Parties who by agreement are utilizing a cooperative  
11 alternative bargaining process shall, at the outset of such  
12 process, agree upon a method and schedule for the completion  
13 of impasse procedures should they fail to reach a collective  
14 bargaining agreement through the use of such alternative  
15 bargaining process.

16     Sec. 135. NEW SECTION.   **20A.16 Mediation.**

17     In the absence of an impasse agreement negotiated pursuant  
18 to section 20A.15 or the failure of either party to utilize  
19 its procedures, when the time period established pursuant to  
20 section 20A.13, subsection 9, has elapsed, the board shall,  
21 upon the request of either party, appoint an impartial and  
22 disinterested person to act as mediator. It shall be the  
23 function of the mediator to bring the parties together to  
24 effectuate a settlement of the dispute, but the mediator may  
25 not compel the parties to agree.

26     Sec. 136. NEW SECTION.   **20A.17 Binding arbitration.**

27     1. If an impasse persists ten days after the mediator has  
28 been appointed, the board shall have the power, upon request  
29 of either party, to arrange for arbitration, which shall be  
30 binding. The request for arbitration shall be in writing and a  
31 copy of the request shall be served upon the other party.

32     2. Each party shall serve its final offer on each of the  
33 impasse items upon the other party within four days of the  
34 board's receipt of the request for arbitration. The parties  
35 may continue to negotiate all offers until an agreement is

1 reached or an award is rendered by the arbitrator. The full  
2 costs of arbitration under this section shall be shared equally  
3 by the parties to the dispute.

4 3. The submission of the impasse items to the arbitrator  
5 shall be limited to those items upon which the parties have  
6 not reached agreement. With respect to each such item, the  
7 arbitrator's award shall be restricted to the final offers on  
8 each impasse item submitted by the parties to the arbitrator.

9 4. Upon the filing of the request for arbitration, a list  
10 of five arbitrators shall be served upon the parties by the  
11 board. Within five days of service of the list, the parties  
12 shall determine by lot which party shall remove the first name  
13 from the list and the parties shall then alternately remove  
14 names from the list until the name of one person remains, who  
15 shall become the arbitrator. The parties shall immediately  
16 notify the board of their selection and the board shall  
17 notify the arbitrator. After consultation with the parties,  
18 the arbitrator shall set a time and place for an arbitration  
19 hearing.

20 5. The arbitrator shall at no time engage in an effort to  
21 mediate or otherwise settle the dispute in any manner other  
22 than that prescribed in this section.

23 6. From the time the board notifies the arbitrator of the  
24 selection of the arbitrator until such time as the arbitrator's  
25 selection on each impasse item is made, there shall be no  
26 discussion concerning recommendations for settlement of the  
27 dispute by the arbitrator with parties other than those who are  
28 direct parties to the dispute.

29 7. The arbitrator shall consider, in addition to any other  
30 relevant factors, the following factors:

31 a. Past collective bargaining contracts between the parties  
32 including the bargaining that led up to such contracts.

33 b. Comparison of wages, hours, and conditions of labor of  
34 the involved contractors with those of other contractors doing  
35 comparable work, giving consideration to factors peculiar to

1 the area and the classifications involved.

2 c. The interests and welfare of the contractors, the ability  
3 of the employer to finance economic adjustments, and the effect  
4 of such adjustments on the normal business standards of the  
5 employer.

6 8. The arbitrator may administer oaths, examine witnesses  
7 and documents, take testimony and receive evidence, and  
8 issue subpoenas to compel the attendance of witnesses and  
9 the production of records. The arbitrator may petition the  
10 district court at the seat of government or of the county  
11 in which the hearing is held to enforce the order of the  
12 arbitrator compelling the attendance of witnesses and the  
13 production of records.

14 9. The arbitrator shall select within fifteen days after  
15 the hearing the most reasonable offer, in the arbitrator's  
16 judgment, of the final offers on each impasse item submitted  
17 by the parties.

18 10. The selections by the arbitrator and items agreed upon  
19 by the employer and the contractor organization shall be deemed  
20 to be the collective bargaining agreement between the parties.

21 11. The determination of the arbitrator shall be final and  
22 binding subject to the provisions of section 20A.13, subsection  
23 6. The arbitrator shall give written explanation for the  
24 arbitrator's selections and inform the parties of the decision.

25 Sec. 137. NEW SECTION. 20A.18 Legal actions.

26 Any contractor organization and employer may sue or be sued  
27 as an entity under the provisions of this chapter. Service  
28 upon the employer shall be in accordance with law or the rules  
29 of civil procedure. Nothing in this chapter shall be construed  
30 to make any individual or the individual's assets liable for  
31 any judgment against an employer or a contractor organization.

32 Sec. 138. NEW SECTION. 20A.19 Internal conduct of  
33 contractor organizations.

34 1. Every contractor organization which is certified as  
35 a representative of contractors under the provisions of this

1 chapter shall file with the board a registration report,  
2 signed by its president or other appropriate officer. The  
3 report shall be in a form prescribed by the board and shall  
4 be accompanied by two copies of the contractor organization's  
5 constitution and bylaws. A filing by a national or  
6 international contractor organization of its constitution and  
7 bylaws shall be accepted in lieu of a filing of such documents  
8 by each subordinate organization. All changes or amendments  
9 to such constitutions and bylaws shall be promptly reported to  
10 the board.

11 2. Every contractor organization shall file with the board  
12 an annual report and an amended report whenever changes are  
13 made. The reports shall be in a form prescribed by the board,  
14 and shall provide the following information:

15 a. The names and addresses of the organization, any parent  
16 organization or organizations with which it is affiliated, the  
17 principal officers, and all representatives.

18 b. The name and address of its local agent for service of  
19 process.

20 c. A general description of the contractors the organization  
21 represents or seeks to represent.

22 d. The amounts of the initiation fee and monthly dues  
23 members must pay.

24 e. A pledge, in a form prescribed by the board, that the  
25 organization will comply with the laws of the state and that it  
26 will accept members without regard to age, race, sex, religion,  
27 national origin, or physical disability as provided by law.

28 f. A financial report and audit.

29 3. The constitution or bylaws of every contractor  
30 organization shall provide that:

31 a. Accurate accounts of all income and expenses shall  
32 be kept, and annual financial reports and audits shall be  
33 prepared, such accounts shall be open for inspection by any  
34 member of the organization, and loans to officers and agents  
35 shall be made only on terms and conditions available to all

1 members.

2     *b.* Business or financial interests of its officers and  
3 agents, their spouses, minor children, parents, or otherwise,  
4 that conflict with the fiduciary obligation of such persons to  
5 the organization shall be prohibited.

6     *c.* Every official or employee of a contractor organization  
7 who handles funds or other property of the organization, or  
8 trust in which an organization is interested, or a subsidiary  
9 organization, shall be bonded. The amount, scope, and form of  
10 the bond shall be determined by the board.

11     4. The governing rules of every contractor organization  
12 shall provide for periodic elections by secret ballot subject  
13 to recognized safeguards concerning the equal right of all  
14 members to nominate, seek office, and vote in such elections,  
15 the right of individual members to participate in the affairs  
16 of the organization, and fair and equitable procedures in  
17 disciplinary actions.

18     5. The board shall prescribe rules necessary to govern the  
19 establishment and reporting of trusteeships over contractor  
20 organizations. Establishment of such trusteeships shall  
21 be permitted only if the constitution or bylaws of the  
22 organization set forth reasonable procedures.

23     6. A contractor organization that has not registered or  
24 filed an annual report, or that has failed to comply with other  
25 provisions of this chapter, shall not be certified. Certified  
26 contractor organizations failing to comply with this chapter  
27 may have such certification revoked by the board. Prohibitions  
28 may be enforced by injunction upon the petition of the board to  
29 the district court of the county in which the violation occurs.  
30 Complaints of violation of this section shall be filed with the  
31 board.

32     7. Upon the written request of any member of a certified  
33 contractor organization, the auditor of state may audit the  
34 financial records of the certified contractor organization.

35     Sec. 139. NEW SECTION. 20A.20 Contractor organizations —

1 **political contributions.**

2 1. A contractor organization shall not make any direct  
3 or indirect contribution out of the funds of the contractor  
4 organization to any political party or organization or in  
5 support of any candidate for elective public office.

6 2. Any contractor organization which violates the  
7 provisions of this section or fails to file any required report  
8 or affidavit or files a false report or affidavit shall, upon  
9 conviction, be subject to a fine of not more than two thousand  
10 dollars.

11 3. Any person who willfully violates this section, or  
12 who makes a false statement knowing it to be false, or who  
13 knowingly fails to disclose a material fact shall, upon  
14 conviction, be subject to a fine of not more than one thousand  
15 dollars or imprisoned for not more than thirty days or shall be  
16 subject to both such fine and imprisonment. Each individual  
17 required to sign affidavits or reports under this section shall  
18 be personally responsible for filing such report or affidavit  
19 and for any statement contained therein the individual knows  
20 to be false.

21 4. Nothing in this section shall be construed to prohibit  
22 voluntary contributions by individuals to political parties or  
23 candidates.

24 5. Nothing in this section shall be construed to limit or  
25 deny any civil remedy which may exist as a result of action  
26 which may violate this section.

27 **Sec. 140. NEW SECTION. 20A.21 Conflict with federal aid.**

28 If any provision of this chapter jeopardizes the receipt by  
29 the state or any of its political subdivisions of any federal  
30 grant-in-aid funds or other federal allotment of moneys, the  
31 provisions of this chapter shall, insofar as the fund is  
32 jeopardized, be deemed to be inoperative.

33 **Sec. 141. NEW SECTION. 20A.22 Inconsistent statutes —**  
34 **effect.**

35 A provision of the Code which is inconsistent with any



1 term or condition of a collective bargaining agreement which  
2 is made final under this chapter shall supersede the term  
3 or condition of the collective bargaining agreement unless  
4 otherwise provided by the general assembly. A provision of a  
5 proposed collective bargaining agreement negotiated according  
6 to this chapter which conflicts with the Code shall not become  
7 a provision of the final collective bargaining agreement  
8 until the general assembly has amended the Code to remove the  
9 conflict.

10 Sec. 142. NEW SECTION. 20A.23 Mediator privilege.

11 1. As used in this section, unless the context otherwise  
12 requires:

13 a. "*Mediation*" means a process in which an impartial person  
14 attempts to facilitate the resolution of a dispute by promoting  
15 voluntary agreement of the parties to the dispute. Mediation  
16 shall be deemed to commence upon the mediator's receipt of  
17 notice of assignment and shall be deemed to conclude when the  
18 dispute is resolved.

19 b. "*Mediator*" means a member or employee of the board or  
20 any other person appointed or requested by the board to assist  
21 parties in resolving disputes involving collective bargaining  
22 impasses, contested cases, other agency cases, or contract  
23 grievances.

24 2. A mediator shall not be required to testify in any  
25 judicial, administrative, or grievance proceeding regarding  
26 any matters occurring in the course of a mediation, including  
27 any verbal or written communication or behavior, other than  
28 facts relating exclusively to the timing or scheduling of  
29 mediation. A mediator shall not be required to produce or  
30 disclose any documents, including notes, memoranda, or other  
31 work product relating to mediation, other than documents  
32 relating exclusively to the timing or scheduling of mediation.  
33 This subsection shall not apply in any of the following  
34 circumstances:

35 a. The testimony, production, or disclosure is required by

1 statute.

2 *b.* The testimony, production, or disclosure provides  
3 evidence of an ongoing or future criminal activity.

4 *c.* The testimony, production, or disclosure provides  
5 evidence of child abuse as defined in section 232.68,  
6 subsection 2.

7 EXPLANATION

8 The inclusion of this explanation does not constitute agreement with  
9 the explanation's substance by the members of the general assembly.

10 This bill relates to various matters concerning employment.

11 DIVISION I — ESSENTIAL EMPLOYEES — PREMIUM PAY. During  
12 a period of infectious disease emergency, as defined in the  
13 division, an employer shall pay an essential employee, as  
14 defined in this division, premium pay, in addition to any other  
15 wages or benefits to which the employee is entitled. Premium  
16 pay shall be paid at the same time and in the same manner as an  
17 essential employee's regular wages.

18 The division requires the labor commissioner to establish  
19 the rate or amount of premium pay to which an essential worker  
20 is entitled by rule. The division provides procedures for the  
21 commissioner to carry out the requirements of the division.  
22 The division authorizes the commissioner to establish  
23 different rates or amounts of premium pay by rule for different  
24 occupations held by essential employees.

25 The division applies to pay periods beginning on or after the  
26 effective date of rules adopted by the labor commissioner to  
27 implement the division and takes effect upon enactment.

28 DIVISION II — MINIMUM WAGE. This division increases the  
29 state minimum hourly wage to \$8.20 as of July 1, 2021, \$9.15  
30 as of July 1, 2022, \$10.10 as of January 1, 2023, \$11.05 as of  
31 July 1, 2023, \$12.00 as of January 1, 2024, \$12.95 as of July  
32 1, 2024, \$13.90 as of January 1, 2025, and \$15.00 as of July 1,  
33 2025. The division increases the state minimum hourly wage for  
34 employees employed for less than 90 days to \$7.20 as of July 1,  
35 2021, \$8.05 as of July 1, 2022, \$8.85 as of January 1, 2023,

1 \$9.70 as of July 1, 2023, \$10.55 as of January 1, 2024, \$11.40  
2 as of July 1, 2024, \$12.25 as of January 1, 2025, and \$13.20 as  
3 of July 1, 2025.

4 The division increases the state minimum hourly wage,  
5 including the minimum hourly wage established for employees  
6 employed for less than 90 days, annually on July 1, beginning  
7 July 1, 2026, by the same percentage as the cost-of-living  
8 increase in social security benefits effective as of the  
9 previous December, as authorized by the federal social security  
10 administration.

11 The division increases the dollar amount of monthly tips an  
12 employee must receive in order to be subject to an alternative  
13 minimum wage calculation for employees who receive tips from  
14 \$30 to \$100.

15 The division authorizes a county or city to establish a  
16 minimum wage that exceeds the state hourly wage and the federal  
17 minimum wage.

18 PUBLIC EMPLOYMENT MATTERS — BACKGROUND. Divisions  
19 III through VII of the bill relate to employment matters  
20 involving public employees including collective bargaining,  
21 educator employment matters, personnel records and settlement  
22 agreements, city civil service requirements, and health  
23 insurance matters. The divisions generally strike statutory  
24 changes made by 2017 Iowa Acts, House File 291, and restore  
25 statutory language in effect prior to the enactment of 2017  
26 Iowa Acts, House File 291.

27 DIVISION III — PUBLIC EMPLOYEE COLLECTIVE BARGAINING.  
28 This division makes a variety of changes to Code chapter  
29 20, the public employment relations Act, as well as other  
30 Code provisions relating to collective bargaining by public  
31 employees.

32 ELIMINATION OF PUBLIC SAFETY AND TRANSIT EMPLOYEE  
33 CATEGORIES. The division eliminates public safety employees  
34 and transit employees as separate categories of employees for  
35 the purposes of public employee collective bargaining, making

1 affected provisions of Code chapter 20 applicable to all public  
2 employees governed by Code chapter 20.

3 SCOPE OF NEGOTIATIONS. The division makes changes to  
4 subjects which are negotiated through collective bargaining  
5 between public employers and public employees under Code  
6 section 20.9.

7 The division provides that the scope of negotiations for  
8 all public employees shall consist of wages, hours, vacations,  
9 insurance, holidays, leaves of absence, shift differentials,  
10 overtime compensation, supplemental pay, seniority, transfer  
11 procedures, job classifications, health and safety matters,  
12 evaluation procedures, procedures for staff reduction,  
13 in-service training, dues checkoff, grievance procedures for  
14 resolving any questions arising under the agreement, and  
15 other matters mutually agreed upon. The division provides  
16 that retirement systems shall be excluded from the scope of  
17 negotiations.

18 The division strikes language providing that mandatory  
19 subjects of negotiation under Code section 20.9 shall be  
20 interpreted narrowly and restrictively. The division strikes  
21 language limiting the term of a collective bargaining agreement  
22 entered into pursuant to Code chapter 20 to a maximum of five  
23 years.

24 ARBITRATION PROCEDURES. The division makes changes to the  
25 procedures for arbitration of impasses in collective bargaining  
26 between public employers and public employees under Code  
27 section 20.22.

28 The division modifies the factors that an arbitrator is  
29 required to consider in addition to any other relevant factors  
30 in making a final determination on an impasse item. The  
31 division requires an arbitrator to consider past collective  
32 bargaining contracts between the parties including the  
33 bargaining that led up to such contracts; comparison of wages,  
34 hours, and conditions of employment of the involved public  
35 employees with those of other public employees doing comparable

1 work, giving consideration to factors peculiar to the area and  
2 the classifications involved; the interests and welfare of the  
3 public, the ability of the public employer to finance economic  
4 adjustments, and the effect of such adjustments on the normal  
5 standard of services; and the power of the public employer  
6 to levy taxes and appropriate funds for the conduct of its  
7 operations.

8 The division strikes language permitting the parties to  
9 agree to change the four-day deadline to serve final offers on  
10 impasse items after a request for arbitration is received.

11 The division strikes language prohibiting the parties to an  
12 arbitration from introducing, and the arbitrator from accepting  
13 or considering, any direct or indirect evidence regarding any  
14 subject excluded from negotiations pursuant to Code section  
15 20.9.

16 The division strikes language providing for a maximum  
17 increase in base wages in an arbitrator's award.

18 PUBLIC EMPLOYEE ELECTIONS. The division makes changes to  
19 public employee elections conducted pursuant to Code section  
20 20.15.

21 The division strikes language providing for retention and  
22 recertification elections and requires the public employment  
23 relations board (PERB) to cancel any such elections scheduled  
24 or in process. The division requires the PERB to consider a  
25 petition for certification of an employee organization as the  
26 exclusive representative of a bargaining unit for which an  
27 employee organization was not retained and recertified as the  
28 exclusive representative of that bargaining unit regardless of  
29 the amount of time that has elapsed since the retention and  
30 recertification election, notwithstanding prior requirements  
31 prohibiting such consideration for two years.

32 The division provides that the outcome of a certification  
33 or decertification election is determined by a majority vote  
34 of the members of the bargaining unit voting, rather than the  
35 total membership of the bargaining unit. The division provides

1 for a runoff election if none of the choices on the ballot in a  
2 certification election receives a majority vote of the members  
3 of the bargaining unit voting.

4 The division lowers the required percentage of support  
5 from employees in a bargaining unit required for an employee  
6 organization that did not submit a petition for certification  
7 as the exclusive bargaining representative of a bargaining unit  
8 to be listed on the ballot for a certification election from 30  
9 percent to 10 percent.

10 The division strikes language prohibiting the PERB from  
11 considering a petition for certification as the exclusive  
12 bargaining representative of a bargaining unit unless a  
13 period of two years has elapsed from the date of the last  
14 certification election in which an employee organization  
15 was not certified as the exclusive representative of that  
16 bargaining unit or of the last decertification election in  
17 which an employee organization was decertified as the exclusive  
18 representative of that bargaining unit. The division prohibits  
19 the PERB from considering a petition for certification as the  
20 exclusive bargaining representative of a bargaining unit for  
21 one year after the employee organization is not certified in a  
22 certification election. The division makes additional changes  
23 relating to the scheduling of decertification elections.

24 EMPLOYEE ORGANIZATION DUES. The division strikes a  
25 prohibition on public entities authorizing or administering  
26 a deduction from the salaries or wages of its employees for  
27 membership dues to an employee organization. The division  
28 provides procedures for administering such dues deductions.

29 PERB DUTIES. The division provides that the PERB may  
30 interpret and apply, as well as administer, Code chapter 20.

31 The division strikes language permitting the PERB to  
32 appoint a certified shorthand reporter to report state employee  
33 grievance and discipline resolution proceedings, to contract  
34 with a vendor to conduct elections, to establish fees to cover  
35 the cost of elections, and to retain certain funds collected by

1 the PERB as repayment receipts.

2 STATEWIDE COLLECTIVE BARGAINING AGREEMENTS FOLLOWING A  
3 GUBERNATORIAL ELECTION YEAR. The division strikes language  
4 providing for modified collective bargaining procedures for a  
5 proposed, statewide collective bargaining agreement to become  
6 effective in the year following a general election in which the  
7 governor and certain other elected officials are elected.

8 CONFIDENTIAL RECORDS. The division strikes language  
9 providing that certain information relating to elections  
10 conducted by the PERB is a confidential record under Code  
11 chapter 22, the state open records law.

12 MISCELLANEOUS PROVISIONS RELATING TO PUBLIC EMPLOYEE  
13 COLLECTIVE BARGAINING. The division strikes a definition of  
14 "supplemental pay".

15 The division strikes language providing that a public  
16 employer has the right to evaluate public employees in  
17 positions within the public agency. The division strikes  
18 language providing that a public employee has the right under  
19 Code section 20.8 to exercise any right or seek any remedy  
20 provided by law, including but not limited to Code sections  
21 70A.28 and 70A.29, Code chapter 8A, subchapter IV, and Code  
22 chapters 216 and 400.

23 The division transfers language in Code section 20.10  
24 prohibiting a public employee or any employee organization  
25 from negotiating or attempting to negotiate directly with a  
26 member of the governing board of a public employer if the  
27 public employer has appointed or authorized a bargaining  
28 representative for the purpose of bargaining with the public  
29 employees or their representative to Code section 20.17.

30 The division decreases the amount of time before an employee  
31 organization decertified as the exclusive representative of a  
32 bargaining unit for violating an injunction against an unlawful  
33 strike can be certified again from 24 months to 12 months.

34 The division strikes language prohibiting voluntary  
35 contributions by individuals to political parties or candidates

1 through payroll deductions.

2 The division strikes a requirement that a copy of a final  
3 collective bargaining agreement be filed with the PERB by  
4 the public employer within 10 days of the agreement being  
5 entered into. The division strikes a requirement that the  
6 PERB maintain an internet site that allows searchable access  
7 to a database of collective bargaining agreements and other  
8 collective bargaining information.

9 The division changes the period before retirement for a  
10 prohibited voluntary reduction to a nonsupervisory rank or  
11 grade by a supervisor and related ineligibility for benefits  
12 from 36 months to six months.

13 The division strikes language providing that a mediator  
14 shall not be required to testify in any arbitration proceeding  
15 regarding any matters occurring in the course of a mediation.

16 The division requires a council, board of waterworks, or  
17 other board or commission which establishes a pension and  
18 annuity retirement system pursuant to Code chapter 412 to  
19 negotiate in good faith with a certified employee organization  
20 which is the collective bargaining representative of the  
21 employees, with respect to the amount or rate of the assessment  
22 on the wages and salaries of employees and the method or  
23 methods for payment of the assessment by the employees.

24 The division makes additional conforming changes.

25 **TRANSITION PROVISIONS — DEADLINE.** The division requires  
26 parties, mediators, and arbitrators engaging in any collective  
27 bargaining procedures provided for in Code chapter 20, Code  
28 2021, who have not, before the effective date of the division,  
29 completed such procedures, to immediately terminate any such  
30 procedures in process as of the effective date of the division.  
31 The division provides that a collective bargaining agreement  
32 negotiated pursuant to such procedures in process shall not  
33 become effective. The division prohibits parties, mediators,  
34 and arbitrators from engaging in further collective bargaining  
35 procedures except as provided in the division. The division



1 requires such parties to commence collective bargaining in  
2 accordance with Code section 20.17, as amended by the division.  
3 The division requires such parties to complete such bargaining  
4 not later than June 30, 2021, unless the parties mutually agree  
5 to a different deadline.

6 The division requires the PERB to adopt emergency rules to  
7 implement these requirements. The division also requires the  
8 department of administrative services to adopt emergency rules  
9 to implement the provisions of the division relating to dues  
10 deductions.

11 EFFECTIVE DATE AND APPLICABILITY PROVISIONS. The division  
12 takes effect upon enactment.

13 With the exception of the section of the division amending  
14 Code section 20.6, subsection 1, the division does not apply  
15 to collective bargaining agreements which have been ratified  
16 in a ratification election, for which an arbitrator has made  
17 a final determination, or which have become effective, where  
18 such events occurred before the effective date of the division.  
19 The division applies to all collective bargaining procedures  
20 provided for in Code chapter 20 occurring on and after the  
21 effective date of the division and collective bargaining  
22 agreements for which a ratification election is held, for which  
23 an arbitrator makes a final determination, or which become  
24 effective on or after the effective date of the division.

25 DIVISION IV — EDUCATOR EMPLOYMENT MATTERS. This division  
26 makes a variety of changes relating to educator employment  
27 matters.

28 TERMINATION OF TEACHER EMPLOYMENT CONTRACTS. The division  
29 makes various changes relating to the termination of teacher  
30 employment contracts.

31 The division shortens various procedural deadlines  
32 regarding private hearings held after a superintendent  
33 recommends termination of a teacher's employment contract.  
34 The division makes participation in such a private hearing  
35 by the superintendent, the superintendent's designated

1 representatives, the teacher's immediate supervisor, the  
2 teacher, and the teacher's representatives mandatory on the  
3 part of those individuals instead of discretionary. The  
4 division requires that the school board employ a certified  
5 shorthand reporter to keep a record of a private hearing.  
6 The division requires the school board to issue subpoenas  
7 for witnesses and evidence on behalf of the board and the  
8 teacher. The division provides for a judicial remedy if a  
9 witness appears and refuses to testify or to produce required  
10 books or papers at a private hearing. The division authorizes  
11 the superintendent and the teacher to file written briefs and  
12 arguments with the board at the conclusion of the private  
13 hearing. The division provides deadlines for determining  
14 the status of the teacher's contract if the teacher does not  
15 request a private hearing. The division requires that the  
16 decision of the board include findings of fact and conclusions  
17 of law. The division strikes language authorizing a school  
18 board which votes to continue a teacher's contract to issue  
19 the teacher a one-year, nonrenewable contract. The division  
20 permits a teacher to appeal the board's determination to an  
21 adjudicator and provides procedures for such appeals.

22     TEACHER PROBATIONARY PERIODS. The division makes various  
23 changes relating to probationary employment of teachers.

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

29     The division provides that requirements for notices of  
30 termination, private hearings, and appeals applicable to  
31 nonprobationary teachers whose employment contracts are  
32 terminated are applicable to probationary teachers whose  
33 employment contracts are terminated. The division strikes  
34 alternative procedures for the termination of employment  
35 contracts of such probationary teachers, including notification

1 procedures and the opportunity to request a private conference  
2 with the school board.

3       EXTRACURRICULAR INTERSCHOLASTIC ATHLETIC COACH CONTRACTS.  
4 The division makes various changes relating to extracurricular  
5 interscholastic athletic coach employment contracts.

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

18       SCHOOL ADMINISTRATOR EMPLOYMENT MATTERS. The division makes  
19 various changes relating to school administrator employment  
20 matters.

21       The division provides that the rate of compensation in an  
22 administrator's employment contract must be on a weekly or  
23 monthly basis.

24       The division strikes language authorizing a school board to  
25 issue a temporary employment contract to an administrator for  
26 a period of up to nine months.

27       The division strikes language authorizing a school board to  
28 issue a one-year, nonrenewable employment contract and instead  
29 authorizes a school board considering the termination of an  
30 administrator's contract and the administrator to mutually  
31 agree to enter into such a contract.

32       The division decreases the probationary employment period  
33 for administrators from three years to two years and authorizes  
34 a school board to waive the probationary period for an  
35 administrator who previously served a probationary period in

1 another school district.

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

14 INTENSIVE ASSISTANCE PROGRAMS. The division makes various  
15 changes relating to intensive assistance programs.

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

35 MISCELLANEOUS PROVISIONS RELATING TO EDUCATOR EMPLOYMENT

1 MATTERS. The division strikes language authorizing a school  
2 board to issue a temporary employment contract to a teacher for  
3 a period of up to six months.

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

12 The division either authorizes or requires a school board  
13 and its certified bargaining representative to negotiate  
14 various matters pursuant to Code chapter 20.

15 The division makes additional conforming changes.

16 EFFECTIVE DATE AND APPLICABILITY PROVISIONS. The division  
17 takes effect upon enactment.

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

32 DIVISION V — PERSONNEL RECORDS AND SETTLEMENT AGREEMENTS.

33 This division makes changes relating to public employee  
34 personnel records and settlement agreements.

35 PERSONNEL RECORDS. The division strikes language providing

1 that certain information relating to the discipline,  
2 resignation, discharge, or demotion of a public employee is a  
3 public record and requiring notice to affected employees.

4 PERSONNEL SETTLEMENT AGREEMENTS. The division also strikes  
5 language prohibiting a personnel settlement agreement between  
6 the state and a state executive branch employee that contains  
7 confidentiality or nondisclosure provisions that attempt to  
8 prevent the disclosure of the agreement.

9 EFFECTIVE DATE AND APPLICABILITY PROVISIONS. The division  
10 takes effect upon enactment.

11 The division applies to requests for records submitted on or  
12 after the effective date of the division.

13 DIVISION VI — CITY CIVIL SERVICE REQUIREMENTS. This  
14 division makes a variety of changes relating to city civil  
15 service requirements under Code chapter 400.

16 SENIORITY RIGHTS. The division strikes language permitting  
17 a city council to extinguish statutory seniority rights of  
18 all city civil service employees who are not employed or  
19 appointed as a fire fighter or police officer, fire chief or  
20 police chief, or assistant fire chief or assistant police  
21 chief, unless otherwise provided in a collective bargaining  
22 agreement. The division reestablishes any such rights so  
23 extinguished, including accrual of seniority during the period  
24 of extinguishment.

25 ADVERSE EMPLOYMENT ACTIONS — GROUNDS AND PROCEDURES. The  
26 division provides that adverse employment action may be taken  
27 against a city civil service employee for neglect of duty,  
28 disobedience, misconduct, or failure to properly perform the  
29 person's duties. The division strikes language permitting  
30 such action to be taken due to any act or failure to act by  
31 the employee that is in contravention of law, city policies,  
32 or standard operating procedures, or that in the judgment  
33 of the person having the appointing power as provided in  
34 this Code chapter, or the chief of police or chief of the  
35 fire department, is sufficient to show that the employee is

1 unsuitable or unfit for employment.

2 The division strikes language providing that the scope of  
3 review for an appeal to district court from a civil service  
4 commission shall be limited to de novo appellate review without  
5 a trial or additional evidence, instead providing that the  
6 appeal shall be a trial de novo as an equitable action.

7 DIMINUTION OF EMPLOYEES. The division provides that a  
8 diminution of city employees by a city council can only be  
9 implemented when the public interest requires. The division  
10 permits a diminution to be carried out either by abolishing  
11 an office and removing the employee from the employee's  
12 classification or grade thereunder, or reducing the number of  
13 employees in any classification or grade by suspending the  
14 necessary number. The division provides for such removal to be  
15 carried out based on seniority and requires that employees so  
16 removed be placed on a preferred list for at least three years  
17 for purposes of appointments or promotions made during that  
18 period to the person's former duties.

19 MISCELLANEOUS PROVISIONS. The division makes changes in  
20 terminology relating to adverse employment actions for city  
21 civil service employees.

22 The division makes additional conforming changes.

23 EFFECTIVE DATE AND APPLICABILITY PROVISIONS. The division  
24 takes effect upon enactment.

25 The division applies to employment actions taken on or after  
26 the effective date of the division.

27 DIVISION VII — HEALTH INSURANCE MATTERS. This division  
28 strikes a requirement that a public employer offer health  
29 insurance to all permanent, full-time public employees employed  
30 by the public employer.

31 EFFECTIVE DATE. The division takes effect upon enactment.

32 DIVISION VIII — FAMILY AND MEDICAL LEAVE INSURANCE. This  
33 division relates to a family leave and medical leave insurance  
34 program (program), administered by the director of the  
35 department of workforce development, that provides for paid,

1 job-protected leave for certain family leave and medical leave  
2 reasons for eligible employees of specified employers.

3 An employee is eligible for family leave and medical  
4 leave after working for a covered employer, as defined in  
5 the division, for a minimum of 12 consecutive months and a  
6 minimum of 1,250 hours during the 12 consecutive-month period  
7 immediately preceding the employee's request for leave.  
8 "Family leave" and "medical leave" are defined in the division.  
9 Family leave includes leave to care for an immediate family  
10 member with a serious health condition, to bond with a newborn  
11 child or adopted or foster child, or for a qualifying exigency  
12 for a family member as permitted under the federal Family  
13 and Medical Leave Act of 1993, as amended (FMLA). Medical  
14 leave includes leave due to the employee's own serious health  
15 condition. "Serious health condition" is defined in the  
16 division.

17 The division provides that an eligible employee may not  
18 receive more than 12 weeks of family leave, 12 weeks of medical  
19 leave, or 16 weeks of combined family and medical leave in a  
20 defined consecutive 12-month period. The defined consecutive  
21 12-month period begins on the date of the birth of a child  
22 or placement of a child for adoption or foster care with an  
23 eligible employee, or on the first date that an eligible  
24 employee takes either family leave or medical leave. The  
25 minimum duration of leave an eligible employee may take is  
26 eight consecutive hours.

27 The division disqualifies an employee from family leave and  
28 medical leave benefits under circumstances detailed in the  
29 division.

30 An employee must provide a minimum of 30 days' notice  
31 to an employer of the employee's intent to take leave. If  
32 circumstances require an employee's leave to begin in less  
33 than 30 days, the employee must give as much notice as is  
34 practicable. If an eligible employee requests medical leave  
35 or family leave, the employee must make a reasonable effort to



1 schedule their own, or their family member's medical treatment,  
2 to not unduly disrupt the employer's operations.

3 The division requires an eligible employee to file a claim  
4 for benefits as required by the director. The employee  
5 must consent to the disclosure of private or confidential  
6 information to and from the department, and the employee's  
7 employer, for administration of the leave. The division  
8 specifies that such information is not a public record pursuant  
9 to Code section 22.1. The employee must attest that the  
10 employee has provided notice of intent to take leave to the  
11 employee's employer. The employee must also authorize the  
12 employee's, or the employee's family member's health care  
13 provider, to complete a certification of a serious health  
14 condition.

15 The division provides for a seven-day waiting period before  
16 benefits are payable. There is no waiting period for benefits  
17 for leave for the birth of a child or placement of a child for  
18 adoption or foster care.

19 The basis for the calculation of the amount of a family  
20 leave or medical leave benefit is an eligible employee's weekly  
21 earnings as defined in the division. The weekly leave benefit  
22 amount payable to an employee is detailed in the division.

23 The department must send the first benefit payment to an  
24 eligible employee within 10 days after a properly completed  
25 weekly claim for benefits is received by the department. If  
26 the employee continues to submit a properly completed weekly  
27 claim, subsequent payments are to be made at least biweekly.  
28 If an employer, or the department, contests an employee's  
29 eligibility, benefit payments may be made on a conditional  
30 basis. The employee is required to pay the benefits back if  
31 the department later rules that the employee is ineligible for  
32 the benefits.

33 The division provides that the program shall be funded via  
34 employee and employer contributions. Beginning on January 1,  
35 2024, and ending on December 31, 2025, the department must

1 assess a covered employer a premium rate of four-tenths of one  
2 percent of an employee's weekly wages, subject to a maximum as  
3 determined by the director based on the maximum wages subject  
4 to taxation for social security. One-third of the premium  
5 is to be used to fund family leave insurance benefits and  
6 two-thirds of the premium is to be used to fund medical leave  
7 benefits. A covered employer may deduct up to 45 percent of  
8 the medical leave premium and 45 percent of the family leave  
9 premium from an employee's wage. The employer must pay the  
10 remaining 55 percent of both the medical leave and family  
11 leave premiums, and may elect to pay all or any portion of its  
12 employees' share of such premiums. Beginning January 1, 2026,  
13 the premium rate shall be calculated by the director based on  
14 the family leave and medical leave insurance account balance  
15 ratio as of September 30 of the previous calendar year. The  
16 premium rate is adjusted based on the balance ratio as detailed  
17 in the division.

18 On September 30 of each year, the division requires the  
19 department to average the number of employees reported by an  
20 employer over the last four completed calendar quarters to  
21 determine if the employer is a covered employer for the next  
22 calendar year.

23 The division requires a covered employer to collect all  
24 assessed premiums and surcharges from the employer's employees  
25 through payroll deduction and to remit all premiums to the  
26 department as required by the director.

27 An employer may apply for, and the director must grant, a  
28 waiver of premiums for an employee who is located physically  
29 outside of the state and not expected to work in the state for  
30 1,250 or more hours in any consecutive 12-month period. If  
31 the employee subsequently works 1,250 or more hours within  
32 the state, the employer and employee are responsible for all  
33 premiums that should have been collected.

34 Self-employed persons may elect to participate in the  
35 program as detailed in the division.

1 An eligible employee who takes family leave or medical leave  
2 is entitled to restoration of employment equal to but not  
3 greater than that provided by FMLA. The division provides that  
4 if required under FMLA, an employer must maintain any existing  
5 health benefits during an employee's leave. If the employer  
6 and employee normally share the cost of such, the employee is  
7 responsible for paying the employee's share of the costs.

8 A covered employer must submit reports as required by the  
9 director and maintain employment records for each employee  
10 from which the director may obtain information related to an  
11 employee's leave. Such records must be maintained for 10  
12 years.

13 The division provides that family leave or medical leave  
14 shall be in addition to leave required under state or federal  
15 law for sickness or temporary disability due to pregnancy or  
16 childbirth. The division requires family leave or medical  
17 leave taken under this program to be taken concurrently with  
18 leave taken under FMLA. A covered employer may allow an  
19 employee to choose to use either accrued sick or vacation  
20 benefits, or family leave and medical leave benefits. An  
21 employee cannot receive family or medical leave benefits at  
22 the same time the employee is receiving state or federal  
23 unemployment, workers' compensation, or disability benefits.  
24 The division prohibits discrimination on the basis of any state  
25 or federally protected category.

26 The division requires the director to administer the program  
27 and to provide outreach to ensure that employers and employees  
28 are aware of the program and the benefits available under such.

29 The division provides that a family leave and medical leave  
30 insurance account shall be created in the custody of the  
31 treasurer of state. The director shall deposit all premiums  
32 collected from employers into such account and the account can  
33 only be used for the program as authorized by the director.

34 The division requires the director to adopt rules as  
35 necessary to implement and administer the provisions of

1 the division. The director may take any action under the  
2 director's authority to enforce compliance with the division.

3 Code section 84A.1(1) is amended to require the department  
4 of workforce development to administer the laws relating to the  
5 program.

6 The director is required to analyze the funding of the  
7 program and the benefits payable from the program's account.  
8 The director shall determine if the premium rates and the  
9 benefit levels are appropriate to fully fund and maintain the  
10 solvency of the program. The director must submit the findings  
11 to the general assembly no later than January 14, 2022.

12 DIVISION IX — INFECTIOUS DISEASE EMERGENCY RESPONSE. This  
13 division requires the labor commissioner to provide for a  
14 temporary emergency standard under Code chapter 88, the state  
15 occupational safety and health law, if the federal secretary  
16 of labor provides for a federal occupational safety and  
17 health standard, including an emergency temporary standard,  
18 or provides any other guideline or recommendation, relating  
19 to an infectious disease that is the subject of a period of  
20 infectious disease emergency, as defined in the division. The  
21 emergency standards must include a requirement for employers  
22 to provide employees with personal protective equipment and  
23 sanitizing liquid at no cost and a requirement for employers  
24 to notify employees of confirmed positive cases of the disease  
25 within 24 hours. The division requires the commissioner to  
26 initiate procedures for promulgating a permanent standard  
27 within one month if the period remains in effect.

28 The division requires the labor services division of the  
29 department of workforce development to respond to any complaint  
30 of a violation of Code chapter 88 during a period of infectious  
31 disease emergency that pertains to the infectious disease  
32 within 24 hours of receiving the complaint. The division  
33 provides procedures for responding to such complaints and  
34 carrying out related investigations.

35 Violations of Code chapter 88 are subject to civil penalties

1 in amounts not to exceed maximum amounts set by federal  
2 law. Any employer who willfully violates any standard, rule,  
3 or order promulgated pursuant to Code section 88.5, or of  
4 any regulations prescribed pursuant to Code chapter 88, if  
5 the violation caused death to any employee, is guilty of a  
6 serious misdemeanor for a first conviction and an aggravated  
7 misdemeanor for a subsequent conviction. A serious misdemeanor  
8 is punishable by confinement for no more than one year and a  
9 fine of at least \$430 but not more than \$2,560. An aggravated  
10 misdemeanor is punishable by confinement for no more than two  
11 years and a fine of at least \$855 but not more than \$8,540.

12 DIVISION X — COVID-19 RELATED LIABILITY. This division  
13 enacts Code chapter 686E, which provides standards for civil  
14 liability relating to COVID-19.

15 The division provides that a person shall not bring or  
16 maintain a civil action alleging exposure or potential exposure  
17 to COVID-19 unless the civil action relates to a minimum  
18 medical condition, involves an act that was intended to cause  
19 harm, or involves an act that constitutes actual malice.

20 The division provides that a person in Iowa shall not be  
21 held liable for civil damages for any injuries sustained from  
22 exposure or potential exposure to COVID-19 if the act or  
23 omission alleged to violate a duty of care was in substantial  
24 compliance or was consistent with any federal or state statute,  
25 regulation, order, or public health guidance related to  
26 COVID-19 that was applicable to the person or activity at issue  
27 at the time of the alleged exposure or potential exposure.

28 The division provides standards for civil liability relating  
29 to COVID-19 for premises owners; health care providers; and  
30 persons who design, manufacture, label, sell, distribute, or  
31 donate certain materials relating to COVID-19.

32 The division shall not be construed to affect the rights or  
33 limits under state law on workers' compensation.

34 Code chapter 686E is repealed December 31, 2022.

35 The division repeals Code chapter 686D, which provides

1 standards for civil liability relating to COVID-19 for premises  
2 owners; health care providers; persons who design, manufacture,  
3 label, sell, distribute, or donate certain materials relating  
4 to COVID-19; and persons generally.

5 The division takes effect upon enactment and applies  
6 retroactively to January 1, 2020.

7 Division XI — CONTRACTOR COLLECTIVE BARGAINING.

8 This division provides collective bargaining procedures  
9 for contractors under new Code chapter 20A. Applicable  
10 rights, procedures, penalties, and remedies for contractors,  
11 employers for whom contractors perform labor under contract,  
12 and contractor organizations are similar to those provided for  
13 public employees, public employers, and employee organizations  
14 under Code chapter 20. Code chapter 20A will be interpreted,  
15 applied, and administered by the PERB.

16 The division defines "contractor" as a natural person who  
17 performs labor in Iowa to whom a payor of income makes payments  
18 which are not subject to withholding and for whom the payor of  
19 income is required by the internal revenue service to complete  
20 a form. "Contractor" includes a marketplace contractor under  
21 Code chapter 93 and a subcontractor.

22 The division defines "employer" as a person, as defined in  
23 Code chapter 4, for whom a contractor performs labor under  
24 contract.

25 The division defines "contractor organization" as an  
26 organization of any kind in which contractors participate  
27 and which exists for the primary purpose of representing  
28 contractors in their relations with employers.