A BILL FOR

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

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:
DIVISION I

ESSENTIAL EMPLOYEES — PREMIUM PAY

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

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

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

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

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

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

Sec. 4. NEW SECTION. 94.1 Definitions.

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

1. “Commissioner” means the labor commissioner appointed pursuant to section 91.2.
2. "Employer" means a person, as defined in chapter 4, who in this state employs for wages a natural person.

3. "Essential employee" means a natural person who is employed in this state for wages engaged in one of the following occupations:
   a. A health care professional who engages in direct contact with patients or patients' families or who handles potentially infectious materials.
   b. An employee of a health care facility.
   c. An emergency medical care provider as defined in section 147A.1, a firefighter, a peace officer as defined in section 801.4, or an employee of the department of human services who provides social work or case work to children or who works in child protection.
   d. An employee of a public or nonpublic school or an employee of a child care facility or child care home as those terms are defined in section 237A.1.
   e. An employee of a food, agriculture, distribution, or manufacturing facility whose employment involves working or living in congregate settings that do not allow for social distancing.
   f. An employee of the state who performs inspections of health care facilities or of child care facilities or child care homes as those terms are defined in section 237A.1.
   g. An employee of a state or local correctional facility.
   h. An employee of a retail establishment who provides services to customers.

4. "Health care facility" means and includes all of the following:
   a. A facility as defined in section 514J.102.
   b. A facility licensed pursuant to chapter 135B.
   c. A facility licensed pursuant to chapter 135C.
   d. Residential care facilities, nursing facilities, intermediate care facilities for persons with mental illness, intermediate care facilities for persons with intellectual
disabilities, hospice programs, elder group homes, and assisted
living programs.

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

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

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

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

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

2. Upon consideration of the nature and expected duration
of the period of infectious disease emergency, the various
duties to be performed by essential employees in responding
to the period of infectious disease emergency, and any
other information the commissioner may deem relevant, the
commissioner shall establish by rule pursuant to chapter 17A
the rate or amount of premium pay to which an essential worker
is entitled pursuant to this chapter. The commissioner may
establish different rates or amounts of premium pay by rule.
for different occupations held by essential employees as the commissioner deems appropriate.

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

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

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

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

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

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

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

Sec. 9. EFFECTIVE DATE. This division of this Act, being
H.F. 715

deemed of immediate importance, takes effect upon enactment.

DIVISION II

MINIMUM WAGE

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

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

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

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

c. For purposes of determining whether an employee of a restaurant, hotel, motel, inn, or cabin, who customarily and regularly receives more than thirty one hundred dollars a month in tips is receiving the minimum hourly wage rate prescribed by this section, the amount paid the employee by the employer shall be deemed to be increased on account of the tips by an amount determined by the employer, not to exceed forty percent of the applicable minimum wage. An employee may file a written appeal with the labor commissioner if the amount of tips
received by the employee is less than the amount determined by
the employer under this subsection.

d. An employer is not required to pay an employee the
applicable state hourly wage provided in paragraph “a” until the
employee has completed ninety calendar days of employment with
the employer. An employee who has completed ninety calendar
days of employment with the employer prior to April 1, 2007, or
January 1, 2008, shall earn the applicable state hourly minimum
wage as of that the date of completion. An employer shall
pay an employee who has not completed ninety calendar days of
employment with the employer an hourly wage of at least $5.30
as of April 1, 2007, and $6.35 as of January 1, 2008 $7.20 as of
July 1, 2021, $8.05 as of July 1, 2022, $8.85 as of January 1,
2023, $9.70 as of July 1, 2023, $10.55 as of January 1, 2024,
$11.40 as of July 1, 2024, $12.25 as of January 1, 2025, and
$13.20 as of July 1, 2025.
e. A county or city may establish a minimum wage that
exceeds the state hourly wage and the federal minimum wage.

DIVISION III
PUBLIC EMPLOYEE COLLECTIVE BARGAINING

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

Sec. 12. Section 20.6, subsection 1, Code 2021, is amended
to read as follows:
1. Administer Interpret, apply, and administer the
provisions of this chapter.

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

Sec. 14. Section 20.7, subsection 2, Code 2021, is amended
to read as follows:
2. Hire, evaluate, promote, demote, transfer, assign, and
retain public employees in positions within the public agency.

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

Sec. 16. Section 20.9, Code 2021, is amended by striking the
section and inserting in lieu thereof the following:

20.9 Scope of negotiations.

1. The public employer and the employee organization shall meet at reasonable times, including meetings reasonably in advance of the public employer's budget-making process, to negotiate in good faith with respect to wages, hours, vacations, insurance, holidays, leaves of absence, shift differentials, overtime compensation, supplemental pay, seniority, transfer procedures, job classifications, health and safety matters, evaluation procedures, procedures for staff reduction, in-service training, and other matters mutually agreed upon. Negotiations shall also include terms authorizing dues checkoff for members of the employee organization and grievance procedures for resolving any questions arising under the agreement, which shall be embodied in a written agreement and signed by the parties. If an agreement provides for dues checkoff, a member's dues may be checked off only upon the member's written request and the member may terminate the dues checkoff at any time by giving thirty days' written notice. Such obligation to negotiate in good faith does not compel either party to agree to a proposal or make a concession.

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

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

Sec. 17. Section 20.10, subsection 3, paragraph j, Code 2021, is amended by striking the paragraph.
Sec. 18. Section 20.12, subsection 5, Code 2021, is amended to read as follows:
5. If an employee organization or any of its officers is held to be in contempt of court for failure to comply with an injunction pursuant to this section, or is convicted of violating this section, the employee organization shall be immediately decertified, shall cease to represent the bargaining unit, shall cease to receive any dues by checkoff, and may again be certified only after twenty-four twelve months have elapsed from the effective date of decertification and only if after a new petition for certification pursuant to compliance with section 20.14 is filed and a new certification election pursuant to section 20.15 is held. The penalties provided in this section may be suspended or modified by the court, but only upon request of the public employer and only if the court determines the suspension or modification is in the public interest.

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

20.15 Elections.
1. Upon the filing of a petition for certification of an employee organization, the board shall submit a question to the public employees at an election in the bargaining unit found appropriate by the board. The question on the ballot shall permit the public employees to vote for no bargaining representation or for any employee organization which has petitioned for certification or which has presented proof satisfactory to the board of support of ten percent or more of the public employees in the appropriate unit.
2. If a majority of the votes cast on the question is for no bargaining representation, the public employees in the bargaining unit found appropriate by the board shall not be represented by an employee organization. If a majority of the votes cast on the question is for a listed employee organization, then that employee organization shall represent
the public employees in the bargaining unit found appropriate by the board.

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

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

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

6. a. A petition for certification as exclusive bargaining representative of a bargaining unit shall not be considered by the board for a period of one year from the date of the noncertification of an employee organization as the exclusive bargaining representative of that bargaining unit following a certification election. A petition for certification as the exclusive bargaining representative of a bargaining unit shall also not be considered by the board if the bargaining unit is at that time represented by a certified exclusive bargaining representative.

b. A petition for the decertification of the exclusive bargaining representative of a bargaining unit shall not be considered by the board for a period of one year from the date of its certification, or within one year of its continued certification following a decertification election, or during the duration of a collective bargaining agreement which, for
purposes of this section, shall be deemed not to exceed two years. However, if a petition for decertification is filed during the duration of a collective bargaining agreement, the board shall award an election under this section not more than one hundred eighty days and not less than one hundred fifty days prior to the expiration of the collective bargaining agreement. If an employee organization is decertified, the board may receive petitions under section 20.14, provided that no such petition and no election conducted pursuant to such petition within one year from decertification shall include as a party the decertified employee organization.

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

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

8. The salaries of all public employees of the state under a merit system and all other fringe benefits which are granted to all public employees of the state shall be negotiated with 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.
b. Comparison of wages, hours, and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.

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

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

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

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

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

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

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

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

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

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

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

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

20.29 Filing agreement — public access — internet site.

1. Collective-bargaining agreements shall be in writing and shall be signed by the parties.

2. A copy of a collective-bargaining agreement entered into between a public employer and a certified employee organization and made final under this chapter shall be filed with the board by the public employer within ten days of the date on which the agreement is entered into.
Copies of collective bargaining agreements entered into between the state and the state employees' bargaining representatives and made final under this chapter shall be filed with the secretary of state and be made available to the public at cost.

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

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

20.30 Supervisory member — no reduction before retirement.

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

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

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

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

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

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

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

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

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

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

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

Sec. 32. Section 412.2, subsection 1, Code 2021, is amended to read as follows:
1. From the proceeds of the assessments on the wages and salaries of employees, of any such waterworks system, or other municipally owned and operated public utility, eligible to receive the benefits thereof. Notwithstanding any provisions of section 20.9 to the contrary, a council, board of waterworks, or other board or commission which establishes a pension and annuity retirement system pursuant to this chapter, shall negotiate in good faith with a certified employee organization as defined in section 20.3, which is the collective bargaining representative of the employees, with respect to the amount or rate of the assessment on the wages and salaries of employees and the method or methods for payment of the assessment by the employees.

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

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

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

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

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

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

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

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

1. The public employment relations board shall cancel any elections scheduled or in process pursuant to section 20.15, subsection 2, Code 2021, as of the effective date of this Act.
2. Notwithstanding section 20.15, subsection 1, paragraph "c", Code 2021, the public employment relations board shall consider a petition for certification of an employee organization as the exclusive representative of a bargaining unit for which an employee organization was not retained and recertified as the exclusive representative of that bargaining unit regardless of the amount of time that has elapsed since the retention and recertification election at which an employee organization was not retained or recertified.

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

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

DIVISION IV
EDUCATOR EMPLOYMENT MATTERS

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

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

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

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

For purposes of this section, sections 279.14, 279.15,
through 279.17, 279.19, and 279.27, unless the context
otherwise requires, “teacher” includes the following individuals
employed by a community college:

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

279.14 Evaluation criteria and procedures.

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

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

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

c. Within five days of the receipt of the written notice that the superintendent is recommending termination of the contract, the teacher may request, in writing to the secretary of the board, a private hearing with the board. The private hearing shall not be subject to chapter 21 and shall be held no sooner than twenty ten days and no later than forty twenty days following the receipt of the request unless the parties otherwise agree. The secretary of the board shall notify the teacher in writing of the date, time, and location of the private hearing, and at least ten five days before the hearing shall also furnish to the teacher any documentation which may be presented to the board at the private hearing and a 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
penalties as in the case of magistrates exercising criminal or civil jurisdiction. The board shall cause subpoenas to be issued for such witnesses and the production of such books and papers as either the board or the teacher may designate. The subpoenas shall be signed by the presiding officer of the board.

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

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

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

6. If the teacher fails to timely request a private hearing or does not appear at the private hearing, the board may proceed and make a determination upon the superintendent's recommendation. If the teacher fails to timely file a request for a private hearing, the determination shall be not later than May 31. If the teacher fails to appear at the private hearing, the determination shall be not later than five days after the scheduled date for the private hearing. The board shall convene in open session and by roll call vote determine the termination or continuance of the teacher's contract and, if the board votes to continue the teacher's contract,
whether to suspend the teacher with or without pay for a period specified by the board.

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

8. The record for a private hearing shall include:
   a. All pleadings, motions and intermediate rulings.
   b. All evidence received or considered and all other submissions.
   c. A statement of all matters officially noticed.
   d. All questions and offers of proof, objections and rulings thereon.
   e. All findings and exceptions.
   f. Any decision, opinion, or conclusion by the board.
   g. Findings of fact shall be based solely on the evidence in the record and on matters officially noticed in the record.

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

10. When the board has reached a decision, opinion, or conclusion, it shall convene in open meeting and by roll call vote determine the continuance or discontinuance of the teacher's contract and, if the board votes to continue the teacher's contract, whether to suspend the teacher with or without pay for a period specified by the board. The record of the private conference and findings of fact and exceptions shall be exempt from the provisions of chapter 22. The secretary of the board shall immediately mail notice of the board's action to the teacher.
Sec. 44. NEW SECTION. 279.17 Appeal by teacher to adjudicator.

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

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

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

4. a. Within thirty days after filing the notice of appeal, or within further time allowed by the adjudicator, the board shall transmit to the adjudicator the original or a certified
copy of the entire record of the private hearing which may be the subject of the petition. By stipulation of the parties to review the proceedings, the record of the case may be shortened. The adjudicator may require or permit subsequent corrections or additions to the shortened record.

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

5. Before the date set for hearing a petition for review of board action, which shall be within ten days after receipt of the record unless otherwise agreed or unless the adjudicator orders additional evidence be taken before the board, application may be made to the adjudicator for leave to present evidence in addition to that found in the record of the case. If it is shown to the adjudicator that the additional evidence is material and that there were good reasons for failure to present it in the private hearing before the board, the adjudicator may order that the additional evidence be taken before the board upon conditions determined by the adjudicator.

The board may modify its findings and decision in the case by reason of the additional evidence and shall file that evidence and any modifications, new findings, or decisions, with the adjudicator and mail copies of the new findings or decisions to the teacher.

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

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

b. Unsupported by a preponderance of the competent evidence 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.
2. In proceedings for judicial review of the adjudicator’s decision, the court shall not hear any further evidence but shall hear the case upon the certified record. In such judicial review, especially when considering the credibility of witnesses, the court shall give weight to the fact findings of the board but shall not be bound by them. The court may affirm the adjudicator’s decision or remand to the adjudicator or the board for further proceedings upon conditions determined by the court. The court shall reverse, modify, or grant any other appropriate relief from the board decision or the adjudicator’s decision equitable or legal and including declaratory relief if substantial rights of the petitioner have been prejudiced because the action is any of the following:

1. In violation of constitutional or statutory provisions.
2. In excess of the statutory authority of the board or the adjudicator.
3. In violation of a board rule or policy or contract.
4. Made upon unlawful procedure.
5. Affected by other error of law.
6. Unsupported by a preponderance of the competent evidence in the record made before the board and the adjudicator when that record is viewed as a whole.
7. Unreasonable, arbitrary or capricious or characterized by an abuse of discretion or a clearly unwarranted exercise of discretion.

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

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

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

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

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

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

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

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

1. School districts employing individuals to coach interscholastic athletic sports shall issue a separate extracurricular contract for each of these sports. An extracurricular contract offered under this section shall be
separate from the contract issued under section 279.13. Wages for employees who coach these sports shall be paid pursuant to established or negotiated supplemental pay schedules. An extracurricular contract shall be in writing, and shall state the number of contract days for that sport, the annual compensation to be paid, and any other matters as may be mutually agreed upon. The contract shall be for a single school year.

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

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

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

LSB 1492YH (5) 89
-29-
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,
following the closed session, the board of directors and the administrator are unable to mutually agree to a modification or termination of the administrator’s contract, or the board of directors may issue and the administrator are unable to mutually agree to enter into a one-year, nonrenewable contract, to the administrator. If the board of directors decides to terminate the administrator’s contract, the board shall follow the procedures in this section.

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

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

c. Within five days after receipt of the written notice that the school board has voted to consider termination of the contract, the administrator may request a private hearing in writing to the secretary of the school board. The board shall then forward that the notification be forwarded to the
board of educational examiners along with a request that the board of educational examiners submit a list of five qualified administrative law judges to the parties. Within three days from receipt of the list the parties shall select an administrative law judge by alternately removing a name from the list until only one name remains. The person whose name remains shall be the administrative law judge. The parties shall determine by lot which party shall remove the first name from the list. The private hearing shall be held no sooner than twenty ten days and not later than forty thirty days following the administrator's request unless the parties otherwise agree. If the administrator does not request a private hearing, the school board, not later than May 31, may determine the continuance or discontinuance of the contract and, if the board determines to continue the administrator's contract, whether to suspend the administrator with or without pay for a period specified by the board. School board action shall be by majority roll call vote entered on the minutes of the meeting. Notice of school board action shall be personally delivered or mailed to the administrator.

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

e. The administrative law judge shall, within ten days following the date of the private hearing, make a proposed
H.F. 715

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

f. If the administrator appeals to the school board, or if the school board determines on its own motion to review the proposed decision of the administrative law judge, a private hearing shall be held before the school board within ten five days after the petition for review, or motion for review, has been made or at such other time as the parties agree. The private hearing is not subject to chapter 21. The school board may hear the case de novo upon the record as submitted before the administrative law judge. In cases where there is an appeal from a proposed decision or where a proposed decision is reviewed on motion of the school board, an opportunity shall be afforded to each party to file exceptions, present briefs, and present oral arguments to the school board which is to render the final decision. The secretary of the school board shall give the administrator written notice of the time, place, and date of the private hearing. The school board shall meet within five days after the private hearing to determine the question of continuance or discontinuance of the contract and, if the board determines to continue the administrator's contract, whether to suspend the administrator with or without pay for a period specified by the board or issue the administrator a one-year, nonrenewable contract. The school board shall make findings of fact which shall be based solely on the evidence in the record and on matters officially noticed in the record.

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

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

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

279.27 Discharge of teacher.

1. A teacher may be discharged at any time during the contract year for just cause. The superintendent or the superintendent’s designee, shall notify the teacher immediately that the superintendent will recommend in writing to the board at a regular or special meeting of the board held not more than fifteen days after notification has been given to the teacher that the teacher’s continuing contract be terminated effective immediately following a decision of the board. The procedure for dismissal shall be as provided in section 279.15, subsection 2, and sections 279.16 through 279.19. The superintendent may suspend a teacher under this section pending hearing and determination by the board.

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

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

2. A school board shall provide for the following:

a. For purposes of comprehensive evaluations, standards and criteria which measure a beginning teacher’s performance against the Iowa teaching standards specified in subsection 1, and the criteria for the Iowa teaching standards developed by the department in accordance with section 256.9, to determine whether the teacher’s practice meets the requirements specified for a career teacher. These standards and criteria shall be set forth in an instrument provided by the department. The comprehensive evaluation and instrument are not subject to negotiations or grievance procedures pursuant to chapter 20 or determinations made by the board of directors under section 279.14. A local school board and its certified bargaining representative may negotiate, pursuant to chapter 20, evaluation and grievance procedures for beginning teachers that are not in conflict with this chapter. If, in accordance with section 279.19, a beginning teacher appeals the determination of a school board to an adjudicator under section 279.17, the adjudicator selected shall have successfully completed training related to the Iowa teacher standards, the criteria adopted by the state board in accordance with subsection 3, and any additional training required under rules adopted by the public employment relations board in cooperation with the state board.

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

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

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

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

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

2. If a supervisor or an evaluator determines, at any time, as a result of a teacher’s performance that the teacher is not meeting district expectations under the Iowa teaching standards specified in section 284.3, subsection 1, paragraphs “a” through “h”, and the criteria for the Iowa teaching standards developed by the department in accordance with section 256.9, subsection 42, and any other standards or criteria established in the collective bargaining agreement, the evaluator shall, at the direction of the teacher’s supervisor, recommend to
the district that the teacher participate in an intensive assistance program. The intensive assistance program and its implementation are not subject to negotiation and grievance procedures established pursuant to chapter 20. All school districts shall be prepared to offer an intensive assistance program.

3. A teacher who is not meeting the applicable standards and criteria based on a determination made pursuant to subsection 2 shall participate in an intensive assistance program. However, a teacher who has previously participated in an intensive assistance program relating to particular Iowa teaching standards or criteria shall not be entitled to participate in another intensive assistance program relating to the same standards or criteria and shall be subject to the provisions of subsection 4.

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

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

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

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

Sec. 59. APPLICABILITY. This division of this Act applies to employment contracts of school employees entered into pursuant to chapter 279 on and after the effective date of this division of this Act. This division of this Act does not apply to collective bargaining agreements which have been ratified in a ratification election referred to in section 20.17, subsection 4, for which an arbitrator has made a final determination as described in section 20.22, subsection 11, or which have become effective, where such events occurred.
before the effective date of this division of this Act. This
division of this Act applies to all collective bargaining
procedures provided for in chapter 20 occurring on and after
the effective date of this division of this Act and collective
bargaining agreements pursuant to chapter 20 for which a
ratification election referred to in section 20.17, subsection
4, is held, for which an arbitrator makes a final determination
as described in section 20.22, subsection 11, or which become
effective on or after the effective date of this division of
this Act.

DIVISION V
PERSONNEL RECORDS AND SETTLEMENT AGREEMENTS
Sec. 60. Section 22.7, subsection 11, paragraph a,
subsection (5), Code 2021, is amended to read as follows:
(5) The fact that the individual resigned in lieu of
termination, was discharged, or was demoted as the result of
a final disciplinary action, and the documented reasons and
rationale for the resignation in lieu of termination, the
discharge, or the demotion. For purposes of this subparagraph,
"demoted" and "demotion" mean a change of an employee from
a position in a given classification to a position in a
classification having a lower pay grade upon the exhaustion of
all applicable contractual, legal, and statutory remedies.
Sec. 61. REPEAL. Sections 22.13A and 22.15, Code 2021, are
repealed.
Sec. 62. EFFECTIVE DATE. This division of this Act, being
deemed of immediate importance, takes effect upon enactment.
Sec. 63. APPLICABILITY. This division of this Act applies
to requests for records pursuant to chapter 22 submitted on or
after the effective date of this division of this Act.

DIVISION VI
CITY CIVIL SERVICE REQUIREMENTS
Sec. 64. Section 400.12, subsection 4, Code 2021, is amended
by striking the subsection.
Sec. 65. Section 400.17, subsection 4, Code 2021, is amended
4. A person shall not be appointed, denied appointment, promoted, removed, discharged, suspended, or demoted to or from a civil service position or in any other way favored or discriminated against in that position because of political or religious opinions or affiliations, race, national origin, sex, or age, or in retaliation for the exercise of any right enumerated in this chapter. However, the maximum age for a police officer or fire fighter covered by this chapter and employed for police duty or the duty of fighting fires is sixty-five years of age.

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

400.18 Removal, demotion, or suspension.

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

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

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

Sec. 67. Section 400.19, Code 2021, is amended to read as follows:

400.19 Removal, or discharge, demotion, or suspension of subordinates.

The person having the appointing power as provided in this chapter, or the chief of police or chief of the fire department, may, upon presentation of grounds for such action to the subordinate in writing, peremptorily remove, discharge,
demote, or suspend, demote, or discharge a subordinate then under the person’s or chief’s direction due to any act or failure to act by the employee that is in contravention of law, city policies, or standard operating procedures, or that in the judgment of the person or chief is sufficient to show that the employee is unsuitable or unfit for employment for neglect of duty, disobedience of orders, misconduct, or failure to properly perform the subordinate’s duties.

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

400.20 Appeal.
The removal, discharge suspension, demotion, or suspension discharge of a person holding civil service rights may be appealed to the civil service commission within fourteen calendar days after the removal, discharge suspension, demotion, or suspension discharge.

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

400.21 Notice of appeal.
If the appeal be taken by the person removed, discharged suspended, demoted, or suspended discharged, notice of the appeal, signed by the appellant and specifying the ruling appealed from, shall be filed with the clerk of the commission. If the appeal is taken by the person making such removal, discharge suspension, demotion, or suspension discharge, such notice shall also be served upon the person removed, discharged suspended, demoted, or suspended discharged.

Sec. 70. Section 400.22, Code 2021, is amended to read as follows:

400.22 Charges.
Within fourteen calendar days from the service of the notice of appeal, the person or body making the ruling appealed from shall file with the body to which the appeal is taken a written specification of the charges and grounds upon which the ruling was based. If the charges are not filed, the person
removed, suspended or discharged, demoted, or suspended may present the matter to the body to whom the appeal is to be taken by affidavit, setting forth the facts, and the body to whom the appeal is to be taken shall immediately enter an order reinstating the person removed, suspended or discharged, demoted, or suspended for want of prosecution.

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

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

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

400.28 Employees — number diminished.

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

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

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

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

LSB 1492YH (5) 89
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-42-
FAMILY AND MEDICAL LEAVE INSURANCE

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

h. The department of workforce development, created in section 84A.1, which has primary responsibility for administering the laws relating to unemployment compensation insurance, job placement and training, employment safety, labor standards, workers’ compensation, the family leave and medical insurance program, and related matters.

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

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

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

This chapter may be cited as the “Iowa Family and Medical Leave Act”.

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

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

1. “Child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, regardless of the child’s age or dependency status.

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

3. “Department” means the department of workforce development.

4. “Director” means the director of the department of workforce development.
5. "Employee" means a natural person who is employed in this state for wages by an employer. "Employee" also includes a commission salesperson who takes orders or performs services on behalf of a principal and who is paid on the basis of commissions but does not include persons who purchase for their own account for resale. "Employee" shall not include an independent contractor, a self-employed person, or a patient or inmate employed by a state or local institution to which the patient or inmate has been sentenced or committed, or any of the following persons engaged in agriculture:
   a. The spouse of the employer and a relative of either the employer or the employer's spouse who resides on the premises of the employer.
   b. A person engaged in agriculture as an owner-operator or tenant-operator, and the spouse or a relative of either an owner-operator or a tenant-operator who resides on the premises while exchanging labor with the owner-operator or the tenant-operator for mutual benefit.
   c. A neighboring person engaged in agriculture who is exchanging labor or other services.

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

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

8. "Family leave" means a leave taken from work by an employee for any of the following reasons:
   a. To participate in providing care, including physical or psychological care, for a family member of the employee made necessary by a serious health condition of the family member.
b. To bond with the employee’s child after the child’s
birth, or with a child under the age of eighteen placed with
the employee for adoption or foster care.

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

9. “Family member” means a child, parent, or spouse of an
employee.

10. “Gross earnings” means the same as defined in section
85.61.

11. “Health care provider” means a physician or other
health care practitioner licensed, accredited, registered, or
certified to perform specified health care services consistent
with state law.

12. “In loco parentis” means an individual who has
day-to-day responsibilities to care for or financially support
a child.

13. “Inpatient care” means an overnight stay in a hospital,
hospice, or residential medical care facility, including any
period of incapacity, or any subsequent treatment in connection
with such inpatient care.

14. “Medical leave” means a leave from work taken by an
employee made necessary by the employee’s own serious health
condition.

15. “Parent” means a biological, adoptive, step, or foster
father or mother, or any other individual who stands in
loco parentis to an employee or who stood in loco parentis
when the employee was a child. “Parent” does not include a
parent-in-law.

16. “Period of incapacity” means an inability to work,
attend school, or perform other regular daily activities due
to a serious health condition, treatment of a serious health
condition, or recovery from a serious health condition.

17. “Premium” or “premiums” means the payments required by
section 96A.12 and paid to the department for deposit in the
family and medical leave insurance account pursuant to section
96A.22.

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The date of birth of the employee’s child, or the date of placement of a child for adoption or foster care with the employee.

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

3. The first day of the employee’s medical leave.

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

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

1. An absence due to the employee’s willful intention to injure or cause a sickness to the employee or to the employee’s family member.

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

3. The employee’s absence due to an employer taking any
disciplinary action against the employee.

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

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

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

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

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

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

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

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

Beginning January 1, 2026, family leave or medical leave
insurance benefits are payable to an employee during a period
in which the employee is unable to perform the employee's
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
entitled had the employee worked the employee's customary hours for the full pay period in which the employee is on family leave or medical leave. Weekly earnings shall be computed as follows, rounded to the nearest dollar, for an employee who is paid on the following basis:

a. On a weekly pay period basis, the weekly earnings are the weekly gross earnings.
b. On a biweekly pay period basis, the weekly earnings are one-half of the biweekly gross earnings.
c. On a semimonthly pay period basis, the weekly earnings are the semimonthly gross earnings multiplied by twenty-four and then divided by fifty-two.
d. On a monthly pay period basis, the weekly earnings are the monthly gross earnings multiplied by twelve and then divided by fifty-two.
e. On a yearly pay period basis, the weekly earnings shall be the yearly earnings divided by fifty-two.
f. On a daily or hourly basis, or by the output of an employee, the weekly earnings shall be computed by dividing by thirteen the earnings, including shift differential pay but not including overtime or premium pay, of the employee earned in the last completed period of thirteen consecutive calendar weeks immediately preceding the start day of the leave. If the employee was absent from employment for personal reasons during part of the thirteen calendar weeks preceding the leave, the employee's weekly earnings shall be the amount the employee would have earned had the employee worked when work was available to other employees of the employer in a similar occupation. A week that does not fairly reflect the employee's customary earnings shall be replaced by the closest previous week with earnings that fairly represent the employee's customary earnings.

2. If on the date that an employee's leave begins the employee's hourly earnings cannot be ascertained, the earnings 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
3. Failure to timely contest an initial application shall constitute a waiver of objection to the family leave or medical leave claim.

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

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

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

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

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

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

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

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

2. For calendar year 2026 and subsequent calendar years the director shall determine the percentage of paid claims related to family leave benefits and the percentage of paid claims related to medical leave benefits and adjust the premium rates...
set in subsection 1 by the proportional share of claims paid for both types of leave.

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

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

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

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

7. For calendar year 2026 and subsequent calendar years, the total premium rate shall be based on the family leave and medical leave insurance account balance ratio as of September 30 of the previous year. The director shall calculate the account balance ratio by dividing the balance of the family leave and medical leave insurance account by the total wages paid by covered employers. The division shall be carried to the fourth decimal place with the remaining fraction disregarded unless it amounts to five hundred thousandths or more in which case the fourth decimal place shall be rounded to the next higher digit. If the family leave and medical leave insurance account balance ratio is any of the following percentages, the premium shall be the following percentage of an employee's wages subject to a premium assessment:
a. If the ratio is zero to nine hundredths of one percent, the premium shall be six-tenths of one percent.

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

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

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

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

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

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

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

10. On September 30 of each year the department shall average the number of employees reported by an employer over the last four completed calendar quarters to determine the number of employees employed by the employer for the purpose
of determining if an employer shall be considered a covered
employer for the next calendar year.

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

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

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

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

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

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

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

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

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

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".

Sec. 94. NEW SECTION. 96A.15 Employment protection.
1. An eligible employee who takes family leave or medical
2 leave under this chapter is entitled to either of the following
3 on the employee's return from leave:
4 a. To be restored to the same position held by the employee
5 when the employee's leave commenced.
6 b. To be restored to an equivalent position with equivalent
7 employment benefits, pay, and other terms and conditions of
8 employment.
9 2. As a condition of restoration under subsection 1 for an
10 employee who has taken medical leave, the employer may apply
11 a uniform policy to the employee that requires an employee to
12 provide certification from the employee's health care provider
13 that the employee is able to resume work.
14 3. Taking leave under this chapter shall not result in the
15 loss of any employment benefits accrued by an employee prior to
16 the date on which the employee's leave commenced.
17 4. This section shall not be construed to entitle a restored
18 employee to any of the following:
19 a. The accrual of any seniority or employment benefits
20 during any period of leave.
21 b. Any right, benefit, or position of employment other than
22 any right, benefit, or position of employment to which the
23 employee would have been entitled had the employee not taken
24 leave.
25 5. This section shall not be construed to prohibit an
26 employer from requiring an employee on leave to report
27 periodically to the employer on the status and intention of the
28 employee to return to work.
29 6. An employer may deny restoration under this section to
a salaried employee who is among the ten percent highest-paid employees employed by the employer within seventy-five miles
of the facility at which the employee is employed if all of the following apply:

a. Denial of restoration is necessary to prevent substantial and grievous economic injury to the operations of the employer.
b. The employer notifies the employee of the intent of the employer to deny restoration on such basis at the time the employer determines such basis exists.
c. The employee is on leave and elects not to return to employment after receiving the employer’s notice of the employer’s intent not to restore the employee.

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

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

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

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

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

2. An employer shall maintain at the employer’s primary place of business a record of employment for each employee from which any information needed by the department for purposes of this chapter may be obtained. Such record shall be maintained for ten years from the date on which an eligible employee
applies for family leave or medical leave under this chapter.
The record shall be open for inspection by the director at all
times. All personnel records and employee medical records
shall be maintained by the employer in compliance with all
applicable federal and state laws.

Sec. 97. NEW SECTION. 96A.18 Coordination of family leave
and medical leave with other laws and with employer policies.
1. Family leave or medical leave taken by an employee under
this chapter shall be in addition to any leave available to
an employee as required by applicable state or federal law
for sickness or temporary disability because of pregnancy or
childbirth.
2. Family leave or medical leave taken by an employee under
this chapter shall be taken concurrently with any leave taken
under the federal Family and Medical Leave Act of 1993, as
amended.
3. An employer may allow an employee who has accrued
vacation, sick, or other paid time off to choose to use either
such accrued time or to receive paid family leave or medical
leave insurance benefits under this chapter.

Sec. 98. NEW SECTION. 96A.19 Relationship to other state
and federal benefits.
In any week an employee is eligible to receive benefits under
chapter 85, 85A, 85B, or 96, or any other applicable state or
federal unemployment compensation, workers' compensation, or
disability insurance laws, the employee is disqualified from
receiving family leave or medical leave insurance benefits
under this chapter.

Sec. 99. NEW SECTION. 96A.20 Discrimination prohibited.
This chapter shall not be construed to modify or affect any
federal, state, or local law prohibiting discrimination on the
basis of age, race, creed, color, sex, sexual orientation,
gender identity, national origin, religion, disability, or
other protected category.

Sec. 100. NEW SECTION. 96A.21 Department to administer
family leave and medical leave insurance program and conduct outreach.

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

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

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

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

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

   a. Eligibility requirements.
   b. The application process.
   c. How weekly benefits are calculated and the minimum and maximum weekly benefit amount.
   d. Restoration rights.
   e. Nondiscrimination rights.
   f. Confidentiality.
   g. The relationship between employment protection, leave from employment, wage replacement benefits under this chapter and other laws, and employer policies.

6. The department shall be authorized to inspect and audit an employer's files and records relating to the family leave and medical leave insurance program under this chapter.
Sec. 101. NEW SECTION. 96A.22 Family leave and medical leave insurance account.

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

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

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

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

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

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

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

Sec. 104. DIRECTOR ANALYSIS OF FUNDING THE FAMILY LEAVE AND MEDICAL LEAVE INSURANCE PROGRAM AND REPORT TO THE GENERAL ASSEMBLY. The director of the department of workforce development shall conduct an analysis of the family leave and medical leave insurance program as funded pursuant to section 96A.12, as enacted in this Act, and of the benefits paid pursuant to section 96A.10, as enacted in this Act. The director shall determine if the premium rates and benefit levels are appropriate to fully fund and maintain the solvency of the family leave and medical leave insurance account. The director shall submit the director’s findings to the general assembly pursuant to section 7A.11 no later than January 14, 2022.
1 following new subsection:

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

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

4 NEW SUBSECTION. 5A. Emergency temporary standards —

5 infectious disease emergencies.

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

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

8 c. Emergency standards provided pursuant to this subsection
shall include a requirement that an employer notify all
employees who work in a workplace of the occurrence in the
workplace of a confirmed positive case of the disease or virus
which is the subject of the period of infectious disease
emergency no later than twenty-four hours after learning of the
1 occurrence. Such a notification shall not include information prohibited from disclosure under federal law.

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

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

DIVISION X COVID-19 RELATED LIABILITY

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

This chapter shall be known and may be cited as the "COVID-19 Response, Back to Business, Employer Protection, Worker Protection, Patient Protection, and Nursing Home Resident Protection Limited Liability Act".

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

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

1. "COVID-19" means the novel coronavirus identified as SARS-CoV-2, the disease caused by the novel coronavirus SARS-CoV-2 or a virus mutating therefrom, and conditions associated with the disease caused by the novel coronavirus SARS-CoV-2 or a virus mutating therefrom.

2. "Disinfecting or cleaning supplies" means and includes hand sanitizers, disinfectants, sprays, and wipes.
3. "Health care facility" means and includes all of the following:
   a. A facility as defined in section 514J.102.
   b. A facility licensed pursuant to chapter 135B.
   c. A facility licensed pursuant to chapter 135C.
   d. Residential care facilities, nursing facilities, intermediate care facilities for persons with mental illness, intermediate care facilities for persons with intellectual disabilities, hospice programs, elder group homes, and assisted living programs.

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

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

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


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

9. "Personal protective equipment" means and includes protective clothing, gloves, face shields, goggles, facemasks, respirators, gowns, aprons, coveralls, and other equipment.
designed to protect the wearer from injury or the spread of
infection or illness.

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

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

a. The centers for disease control and prevention of the
federal department of health and human services.
b. The centers for Medicare and Medicaid services of the
federal department of health and human services.
c. The federal occupational safety and health
administration.
d. The office of the governor.
e. Any state agency, including the department of public
health.

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

a. Personal protective equipment used to protect the wearer
from COVID-19 or to prevent the spread of COVID-19.
b. Medical devices, equipment, and supplies used to treat
COVID-19, including medical devices, equipment, or supplies
that are used or modified for an unapproved use to treat
COVID-19 or to prevent the spread of COVID-19.
c. Medical devices, equipment, and supplies used outside of
their normal use to treat COVID-19 or to prevent the spread of
COVID-19.
d. Medications used to treat COVID-19, including medications
prescribed or dispensed for off-label use to attempt to treat
COVID-19.
e. Tests to diagnose or determine immunity to COVID-19.
f. Any component of an item described in paragraphs "a"
through "e".

Sec. 110. NEW SECTION. 686E.3 Civil actions alleging
COVID-19 exposure.

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

1. The civil action relates to a minimum medical condition.
2. The civil action involves an act that was intended to cause harm.
3. The civil action involves an act that constitutes actual malice.

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

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

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

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

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

A health care provider that qualifies for the protection afforded by section 686E.5 shall not be liable for civil damages for causing or contributing, directly or indirectly, to
the death or injury of an individual as a result of the health care provider's acts or omissions while providing or arranging health care in support of the state's response to COVID-19.

This section shall apply to all of the following:

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

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

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

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

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

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

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

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

1. Any person that qualifies for the protection afforded by section 686E.5 that designs, manufactures, labels, sells, distributes, or donates household disinfecting or cleaning supplies, personal protective equipment, or a qualified product in response to COVID-19 shall not be liable in a civil action 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
Chapter.

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

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

1. Direct the work of its contractors.
2. Suspend or discharge contractors for proper cause.
3. Maintain the efficiency of the employer’s operations.
4. Relieve contractors from duties because of lack of work or for other legitimate reasons.
5. Determine and implement methods, means, assignments, and personnel by which the employer’s operations are to be conducted.
6. Exercise all powers and duties granted to the employer by law.

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

Contractors shall have the right to:

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

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

1. The employer and the contractor organization shall meet at reasonable times to negotiate in good faith with respect to wages, hours, vacations, insurance, holidays, leaves of absence, shift differentials, overtime compensation, supplemental pay, seniority, transfer procedures, job
classifications, health and safety matters, evaluation procedures, procedures for staff reduction, in-service training, and other matters mutually agreed upon. Negotiations shall also include terms authorizing dues checkoff for members of the contractor organization and grievance procedures for resolving any questions arising under the agreement, which shall be embodied in a written agreement and signed by the parties. If an agreement provides for dues checkoff, a member's dues may be checked off only upon the member's written request and the member may terminate the dues checkoff at any time by giving thirty days' written notice. Such obligation to negotiate in good faith does not compel either party to agree to a proposal or make a concession.

Sec. 125. NEW SECTION. 20A.6 Prohibited practices.
1. It shall be a prohibited practice for any employer, contractor, or contractor organization to refuse to negotiate in good faith with respect to the scope of negotiations as defined in section 20A.5.
2. It shall be a prohibited practice for an employer or the employer's designated representative to:
   a. Interfere with, restrain, or coerce contractors in the exercise of rights granted by this chapter.
   b. Dominate or interfere in the administration of any contractor organization.
   c. Encourage or discourage membership in any contractor organization, committee, or association by discrimination in obtaining labor for compensation.
   d. Discharge or discriminate against a contractor because the contractor has filed an affidavit, petition, or complaint or given any information or testimony under this chapter, or because the contractor has formed, joined, or chosen to be represented by any contractor organization.
   e. Refuse to negotiate collectively with representatives of certified contractor organizations as required in this chapter.
   f. Deny the rights accompanying certification granted in
this chapter.

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

  h. Engage in a lockout.

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

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

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

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

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

     e. Violate section 20A.8.

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

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

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

     i. Picket for any unlawful purpose.

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

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

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

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

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

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

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

5. If a contractor organization or any of its officers is
held to be in contempt of court for failure to comply with
an injunction pursuant to this section, or is convicted of
violating this section, the contractor organization shall
be immediately decertified, shall cease to represent the
bargaining unit, shall cease to receive any dues by checkoff, and may again be certified only after twelve months have elapsed from the effective date of decertification and only after a new election pursuant to section 20A.11. The penalties provided in this section may be suspended or modified by the court, but only upon request of the employer and only if the court determines the suspension or modification is in the interest of the employer and the contractors.

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

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

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

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

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

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

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

2. The petition of a contractor organization shall allege
that:

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

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

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

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

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

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

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

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

1. Upon the filing of a petition for certification of a contractor organization, the board shall submit a question to the contractors at an election in the bargaining unit found
appropriate by the board. The question on the ballot shall permit the contractors to vote for no bargaining representation or for any contractor organization which has petitioned for certification or which has presented proof satisfactory to the board of support of ten percent or more of the contractors in the appropriate unit.

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

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

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

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

6. A petition for certification as exclusive bargaining representative of a bargaining unit shall not be considered by the board for a period of one year from the date of the noncertification of a contractor organization as the exclusive bargaining representative of that bargaining unit following a certification election. A petition for certification as the
1 exclusive bargaining representative of a bargaining unit shall also not be considered by the board if the bargaining unit is at that time represented by a certified exclusive bargaining representative.

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

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

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

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

1. The contractor organization certified as the bargaining representative shall be the exclusive representative of all contractors in the bargaining unit and shall represent all contractors fairly. However, any contractor may meet and adjust individual complaints with an employer. To 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
shall be construed to prohibit supplementary bargaining on behalf of contractors in a part of the bargaining unit concerning matters uniquely affecting those contractors or cooperation and coordination of bargaining between two or more bargaining units.

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

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

Sec. 133. NEW SECTION. 20A.14 Grievance procedures. An agreement with a contractor organization which is the exclusive representative of contractors in an appropriate unit may provide procedures for the consideration of contractor and contractor organization grievances over the interpretation and application of collective bargaining agreements. Negotiated procedures may provide for binding arbitration of contractor and contractor organization grievances over the interpretation and application of existing collective bargaining agreements. An arbitrator's decision on a grievance may not change or amend the terms, conditions, or applications of the collective bargaining agreement. Such procedures shall provide for the invoking of arbitration only with the approval of the contractor organization in all instances, and in the case of a contractor grievance, only with the additional approval of the contractor. The costs of arbitration shall be shared equally by the parties.
Sec. 134. NEW SECTION. 20A.15 Impasse procedures — agreement of parties.

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

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

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

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

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

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

2. Each party shall serve its final offer on each of the impasse items upon the other party within four days of the board’s receipt of the request for arbitration. The parties may continue to negotiate all offers until an agreement is
reached or an award is rendered by the arbitrator. The full costs of arbitration under this section shall be shared equally by the parties to the dispute.

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

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

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

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

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

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

   b. Comparison of wages, hours, and conditions of labor of the involved contractors with those of other contractors doing 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.

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.

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
members.

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

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

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

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

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

7. Upon the written request of any member of a certified contractor organization, the auditor of state may audit the financial records of the certified contractor organization.
1 political contributions.

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

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

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

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

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

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

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

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

A provision of the Code which is inconsistent with any
term or condition of a collective bargaining agreement which is made final under this chapter shall supersede the term or condition of the collective bargaining agreement unless otherwise provided by the general assembly. A provision of a proposed collective bargaining agreement negotiated according to this chapter which conflicts with the Code shall not become a provision of the final collective bargaining agreement until the general assembly has amended the Code to remove the conflict.

Sec. 142. NEW SECTION. 20A.23 Mediator privilege.
1. As used in this section, unless the context otherwise requires:
   a. "Mediation" means a process in which an impartial person attempts to facilitate the resolution of a dispute by promoting voluntary agreement of the parties to the dispute. Mediation shall be deemed to commence upon the mediator’s receipt of notice of assignment and shall be deemed to conclude when the dispute is resolved.
   b. "Mediator" means a member or employee of the board or any other person appointed or requested by the board to assist parties in resolving disputes involving collective bargaining impasses, contested cases, other agency cases, or contract grievances.
2. A mediator shall not be required to testify in any judicial, administrative, or grievance proceeding regarding any matters occurring in the course of a mediation, including any verbal or written communication or behavior, other than facts relating exclusively to the timing or scheduling of mediation. A mediator shall not be required to produce or disclose any documents, including notes, memoranda, or other work product relating to mediation, other than documents relating exclusively to the timing or scheduling of mediation. This subsection shall not apply in any of the following circumstances:
   a. The testimony, production, or disclosure is required by
b. The testimony, production, or disclosure provides evidence of an ongoing or future criminal activity.

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

EXPLANATION

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

This bill relates to various matters concerning employment.

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

The division requires the labor commissioner to establish the rate or amount of premium pay to which an essential worker is entitled by rule. The division provides procedures for the commissioner to carry out the requirements of the division.

The division authorizes the commissioner to establish different rates or amounts of premium pay by rule for different occupations held by essential employees.

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

DIVISION II — MINIMUM WAGE. This division increases the state minimum hourly wage to $8.20 as of July 1, 2021, $9.15 as of July 1, 2022, $10.10 as of January 1, 2023, $11.05 as of July 1, 2023, $12.00 as of January 1, 2024, $12.95 as of July 1, 2024, $13.90 as of January 1, 2025, and $15.00 as of July 1, 2025. The division increases the state minimum hourly wage for employees employed for less than 90 days to $7.20 as of July 1, 2021, $8.05 as of July 1, 2022, $8.85 as of January 1, 2023,
$9.70 as of July 1, 2023, $10.55 as of January 1, 2024, $11.40 as of July 1, 2024, $12.25 as of January 1, 2025, and $13.20 as of July 1, 2025.

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

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

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


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

ELIMINATION OF PUBLIC SAFETY AND TRANSIT EMPLOYEE CATEGORIES. The division eliminates public safety employees and transit employees as separate categories of employees for 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
work, giving consideration to factors peculiar to the area and
the classifications involved; the interests and welfare of the
public, the ability of the public employer to finance economic
adjustments, and the effect of such adjustments on the normal
standard of services; and the power of the public employer
to levy taxes and appropriate funds for the conduct of its
operations.

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

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

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

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

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

The division provides that the outcome of a certification
or decertification election is determined by a majority vote
of the members of the bargaining unit voting, rather than the
total membership of the bargaining unit. The division provides
for a runoff election if none of the choices on the ballot in a certification election receives a majority vote of the members of the bargaining unit voting.

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

The division strikes language prohibiting the PERB from considering a petition for certification as the exclusive bargaining representative of a bargaining unit unless a period of two years has elapsed from the date of the last certification election in which an employee organization was not certified as the exclusive representative of that bargaining unit or of the last decertification election in which an employee organization was decertified as the exclusive representative of that bargaining unit. The division prohibits the PERB from considering a petition for certification as the exclusive bargaining representative of a bargaining unit for one year after the employee organization is not certified in a certification election. The division makes additional changes relating to the scheduling of decertification elections.

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

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

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

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

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

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

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

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

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

The division strikes language prohibiting voluntary 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.
H.F. 715

1 requires such parties to commence collective bargaining in accordance with Code section 20.17, as amended by the division.
2 The division requires such parties to complete such bargaining not later than June 30, 2021, unless the parties mutually agree to a different deadline.
3 The division requires the PERB to adopt emergency rules to implement these requirements. The division also requires the department of administrative services to adopt emergency rules to implement the provisions of the division relating to dues deductions.

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

With the exception of the section of the division amending Code section 20.6, subsection 1, the division does not apply to collective bargaining agreements which have been ratified in a ratification election, for which an arbitrator has made a final determination, or which have become effective, where such events occurred before the effective date of the division.

The division applies to all collective bargaining procedures provided for in Code chapter 20 occurring on and after the effective date of the division and collective bargaining agreements for which a ratification election is held, for which an arbitrator makes a final determination, or which become effective on or after the effective date of the division.

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

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

The division shortens various procedural deadlines regarding private hearings held after a superintendent recommends termination of a teacher’s employment contract. The division makes participation in such a private hearing by the superintendent, the superintendent’s designated
1 representatives, the teacher's immediate supervisor, the
teacher, and the teacher's representatives mandatory on the
part of those individuals instead of discretionary. The
division requires that the school board employ a certified
shorthand reporter to keep a record of a private hearing.
The division requires the school board to issue subpoenas
for witnesses and evidence on behalf of the board and the
teacher. The division provides for a judicial remedy if a
witness appears and refuses to testify or to produce required
books or papers at a private hearing. The division authorizes
the superintendent and the teacher to file written briefs and
arguments with the board at the conclusion of the private
hearing. The division provides deadlines for determining
the status of the teacher's contract if the teacher does not
request a private hearing. The division requires that the
decision of the board include findings of fact and conclusions
of law. The division strikes language authorizing a school
board which votes to continue a teacher's contract to issue
the teacher a one-year, nonrenewable contract. The division
permits a teacher to appeal the board's determination to an
adjudicator and provides procedures for such appeals.

TEACHER PROBATIONARY PERIODS. The division makes various
changes relating to probationary employment of teachers.
The division decreases from two years to one year the
length of a teacher's probationary employment period in a
school district if the teacher has successfully completed a
probationary period of employment for another school district
located in Iowa.
The division provides that requirements for notices of
termination, private hearings, and appeals applicable to
nonprobationary teachers whose employment contracts are
terminated are applicable to probationary teachers whose
employment contracts are terminated. The division strikes
alternative procedures for the termination of employment
contracts of such probationary teachers, including notification
procedures and the opportunity to request a private conference with the school board.

EXTRACURRICULAR INTERSCHOLASTIC ATHLETIC COACH CONTRACTS. The division makes various changes relating to extracurricular interscholastic athletic coach employment contracts. The division provides that wages for such coaches shall be paid pursuant to established or negotiated supplemental pay schedules. The division provides that employment contracts of such coaches shall be continued automatically in force and effect for equivalent periods and that the termination of such contracts follows procedures similar to those used for teacher contracts. The division strikes language providing that employment contracts of such coaches may be terminated prior to their expiration for any lawful reason following an informal, private hearing before the school board. The division strikes language providing that the decision of the school board to terminate such a contract is final.

SCHOOL ADMINISTRATOR EMPLOYMENT MATTERS. The division makes various changes relating to school administrator employment matters. The division provides that the rate of compensation in an administrator’s employment contract must be on a weekly or monthly basis. The division strikes language authorizing a school board to issue a temporary employment contract to an administrator for a period of up to nine months. The division strikes language authorizing a school board to issue a one-year, nonrenewable employment contract and instead authorizes a school board considering the termination of an administrator’s contract and the administrator to mutually agree to enter into such a contract.

The division decreases the probationary employment period for administrators from three years to two years and authorizes a school board to waive the probationary period for an administrator who previously served a probationary period in
another school district.
The division strikes language providing that a hearing before an administrative law judge requested by an administrator whose employment contract a school board is considering terminating shall be a private hearing. The division reduces certain procedural deadlines relating to such hearings. The division strikes language providing that any witnesses for the parties at the hearing shall be sequestered. The division requires that the decision of the board include findings of fact and conclusions of law. The division strikes language authorizing a school board which votes to continue an administrator's contract to issue the administrator a one-year, nonrenewable contract.

INTENSIVE ASSISTANCE PROGRAMS. The division makes various changes relating to intensive assistance programs.
The division strikes language providing that a teacher who has previously participated in an intensive assistance program relating to particular Iowa teaching standards or criteria shall not be entitled to participate in another intensive assistance program relating to the same standards or criteria. The division strikes language providing that following a teacher's participation in an intensive assistance program, the teacher shall be reevaluated to determine whether the teacher successfully completed the intensive assistance program and is meeting district expectations under the applicable Iowa teaching standards or criteria. The division strikes language providing that if the teacher did not successfully complete the intensive assistance program or continues not to meet the applicable Iowa teaching standards or criteria, the board may initiate procedures to terminate the teacher's employment contract immediately or at the end of the school year or may continue the teacher's contract for a period not to exceed one year on a nonrenewable basis and without the right to a private hearing.

MISCELLANEOUS PROVISIONS RELATING TO EDUCATOR EMPLOYMENT
MATTERS. The division strikes language authorizing a school board to issue a temporary employment contract to a teacher for a period of up to six months.

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

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

The division makes additional conforming changes.

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

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

DIVISION V — PERSONNEL RECORDS AND SETTLEMENT AGREEMENTS.

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

PERSONNEL RECORDS. The division strikes language providing
that certain information relating to the discipline,
resignation, discharge, or demotion of a public employee is a
public record and requiring notice to affected employees.

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

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

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

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

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

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

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

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

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

The division makes additional conforming changes.

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

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

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

EFFECTIVE DATE. The division takes effect upon enactment.

DIVISION VIII — FAMILY AND MEDICAL LEAVE INSURANCE. This division relates to a family leave and medical leave insurance program (program), administered by the director of the department of workforce development, that provides for paid,
job-protected leave for certain family leave and medical leave reasons for eligible employees of specified employers.

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

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

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

An employee must provide a minimum of 30 days’ notice to an employer of the employee’s intent to take leave. If circumstances require an employee’s leave to begin in less than 30 days, the employee must give as much notice as is practicable. If an eligible employee requests medical leave or family leave, the employee must make a reasonable effort to
1 schedule their own, or their family member's medical treatment, or to not unduly disrupt the employer's operations.

2 The division requires an eligible employee to file a claim for benefits as required by the director. The employee must consent to the disclosure of private or confidential information to and from the department, and the employee's employer, for administration of the leave. The division specifies that such information is not a public record pursuant to Code section 22.1. The employee must attest that the employee's employer. The employee must also authorize the employee's, or the employee's family member's health care provider, to complete a certification of a serious health condition.

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

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

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

6 The division provides that the program shall be funded via employee and employer contributions. Beginning on January 1, 2024, and ending on December 31, 2025, the department must
1 assess a covered employer a premium rate of four-tenths of one
two percent of an employee's weekly wages, subject to a maximum as
determined by the director based on the maximum wages subject
to taxation for social security. One-third of the premium
is to be used to fund family leave insurance benefits and
two-thirds of the premium is to be used to fund medical leave
benefits. A covered employer may deduct up to 45 percent of
the medical leave premium and 45 percent of the family leave
premium from an employee's wage. The employer must pay the
remaining 55 percent of both the medical leave and family
leave premiums, and may elect to pay all or any portion of its
employees' share of such premiums. Beginning January 1, 2026,
the premium rate shall be calculated by the director based on
the family leave and medical leave insurance account balance
ratio as of September 30 of the previous calendar year. The
premium rate is adjusted based on the balance ratio as detailed
in the division.

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

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

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

Self-employed persons may elect to participate in the
program as detailed in the division.
An eligible employee who takes family leave or medical leave is entitled to restoration of employment equal to but not greater than that provided by FMLA. The division provides that if required under FMLA, an employer must maintain any existing health benefits during an employee's leave. If the employer and employee normally share the cost of such, the employee is responsible for paying the employee's share of the costs.

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

The division provides that family leave or medical leave shall be in addition to leave required under state or federal law for sickness or temporary disability due to pregnancy or childbirth. The division requires family leave or medical leave taken under this program to be taken concurrently with leave taken under FMLA. A covered employer may allow an employee to choose to use either accrued sick or vacation benefits, or family leave and medical leave benefits. An employee cannot receive family or medical leave benefits at the same time the employee is receiving state or federal unemployment, workers' compensation, or disability benefits.

The division prohibits discrimination on the basis of any state or federally protected category.

The division requires the director to administer the program and to provide outreach to ensure that employers and employees are aware of the program and the benefits available under such. The division provides that a family leave and medical leave insurance account shall be created in the custody of the treasurer of state. The director shall deposit all premiums collected from employers into such account and the account can only be used for the program as authorized by the director.

The division requires the director to adopt rules as necessary to implement and administer the provisions of
1 the division. The director may take any action under the
director’s authority to enforce compliance with the division.
Code section 84A.1(1) is amended to require the department
of workforce development to administer the laws relating to the
program.
The director is required to analyze the funding of the
program and the benefits payable from the program’s account.
The director shall determine if the premium rates and the
benefit levels are appropriate to fully fund and maintain the
solvency of the program. The director must submit the findings
to the general assembly no later than January 14, 2022.
DIVISION IX — INFECTIOUS DISEASE EMERGENCY RESPONSE. This
division requires the labor commissioner to provide for a
temporary emergency standard under Code chapter 88, the state
occupational safety and health law, if the federal secretary
of labor provides for a federal occupational safety and
health standard, including an emergency temporary standard,
or provides any other guideline or recommendation, relating
to an infectious disease that is the subject of a period of
infectious disease emergency, as defined in the division. The
emergency standards must include a requirement for employers
to provide employees with personal protective equipment and
sanitizing liquid at no cost and a requirement for employers
to notify employees of confirmed positive cases of the disease
within 24 hours. The division requires the commissioner to
initiate procedures for promulgating a permanent standard
within one month if the period remains in effect.
The division requires the labor services division of the
department of workforce development to respond to any complaint
of a violation of Code chapter 88 during a period of infectious
disease emergency that pertains to the infectious disease
within 24 hours of receiving the complaint. The division
provides procedures for responding to such complaints and
carrying out related investigations.
Violations of Code chapter 88 are subject to civil penalties
in amounts not to exceed maximum amounts set by federal law. Any employer who willfully violates any standard, rule, or order promulgated pursuant to Code section 88.5, or of any regulations prescribed pursuant to Code chapter 88, if the violation caused death to any employee, is guilty of a serious misdemeanor for a first conviction and an aggravated misdemeanor for a subsequent conviction. A serious misdemeanor is punishable by confinement for no more than one year and a fine of at least $430 but not more than $2,560. An aggravated misdemeanor is punishable by confinement for no more than two years and a fine of at least $855 but not more than $8,540.

DIVISION X — COVID-19 RELATED LIABILITY. This division enacts Code chapter 686E, which provides standards for civil liability relating to COVID-19. The division provides that a person shall not bring or maintain a civil action alleging exposure or potential exposure to COVID-19 unless the civil action relates to a minimum medical condition, involves an act that was intended to cause harm, or involves an act that constitutes actual malice.

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

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

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

Code chapter 686E is repealed December 31, 2022.
H.F. 715

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.