

2023-2025 CONTRACT NEGOTIATIONS

STATE POLICE OFFICERS COUNCIL INITIAL PROPOSAL



UNITED FOR A SAFE IOWA

ARTICLE I AGREEMENT

This Agreement made and entered into this 1st day of July ~~2021-2023~~ at Des Moines, Iowa, pursuant to the provisions of Chapter 20 of the Iowa Code, by and between the State of Iowa (hereinafter referred to as the Employer) and the State Police Officers Council, and its appropriate affiliated sub-organizations (hereinafter referred to as the Council), as representatives of employees employed by the State of Iowa, as set forth specifically in the Recognition Clause.

ARTICLE II- VII

No changes

ARTICLE VIII HOURS OF WORK

SECTION 1 Work Schedules (General)

Work schedules are defined as an employee's assigned hours, days of the week, days off, and shift rotations. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per work period. ~~Only time actually worked shall be considered for purposes of computing overtime-eligibility.~~

In those departments where work schedules are posted, changes in such posted work schedules shall be made only to meet the operational needs of the service and shall not be made arbitrarily. Insofar as possible, a minimum of five (5) calendar days' notice will be provided to employees affected by a change in the posted work schedule. Said notice will include the reason for the change in work schedule with sufficient detail to establish that the change was neither arbitrarily made nor made in an effort to avoid the payment of overtime.

SECTION 2 State Troopers

A. Work Schedules

The Trooper work schedules shall be ~~nine (9)~~ ten (10) hours in length. Prior to June 1 of each calendar year, each State Patrol District, facilitated by the District Lieutenant and the ISTA District Representative, except District 15 and District 16, shall conduct a vote by secret ballot of the road Troopers assigned to that District. Whichever of the two options set out below selected by a majority of the votes cast will be followed by all of the road Troopers in that district commencing on July 1st of that year through June 30 of the following year. Along with this vote each State Patrol District, except District 15 and District 16, shall bid for their set days off. This bid will be done by seniority. The result will be that half of the District will have set days off of Thursday and Friday and the other half will have

Monday and Tuesday for set days off. The bid will follow the above timeline of July 1 of that year through June 30th of the following year.

~~Option 1) Schedules shall be five (5) days on, three (3) days off, five (5) four (4) days on, three (3) four (4) days off, five (5) nights on, three (3) nights off, five (5) four (4) nights on, three (3) four (4) nights off.~~

~~Option 2) Schedules shall be five (5) days on, three (3) days off, five (5) four (4) days on, three (3) four (4) days off, five (5) days on, three (3) days off, five (5) four (4) days on, three (3) four (4) days off, five (5) nights on, three (3) nights off, five (5) four (4) nights on, three (3) four (4) nights off, five (5) nights on, three (3) nights off, five (5) four (4) nights on, three (3) four (4) nights off.~~

Option 1) Schedules shall be based on the bid results for set days off. If the set days off are Thursday and Friday the schedule shall be three (3) days on, two (2) days off, five (5) days on, four (4) days off, three (3) nights on, two (2) nights off, five (5) nights on, four (4) nights off. If the set days off are Monday and Tuesday the schedule will be five (5) days on, two (2) days off, three (3) days on, four (4) days off, five (5) nights on, two (2) nights off, three (3) nights on, four (4) nights off.

Option 2) Schedules for set days off of Thursday and Friday shall be three (3) days on, two (2) days off, five (5) days on, four (4) days off, three (3) days on, two (2) days off, five (5) days on, four (4) days off, three (3) nights on, two (2) nights off, five (5) nights on, four (4) nights off, three (3) nights on, two (2) nights off, five (5) nights on, four (4) nights off. Schedules set for days off on Monday and Tuesday shall be five (5) days on, two (2) days off, three (3) days on, four (4) days off, five (5) days on, two (2) days off, three (3) days on, four (4) days off, five (5) nights on, two (2) nights off, three (3) nights on, four (4) nights off, five (5) nights on, two (2) nights off, three (3) nights on, four (4) nights off.

Day shift hours shall be between ~~0600~~ 0500-1700. Night shift hours shall be between ~~1500~~ 1400-0200. Midnight shift hours shall be between 2100-0700.

~~In addition to this schedule, employees will work an additional three (3) nine (9) hour shifts in each year of the Agreement. These three (3) additional nine (9) hour shifts will be scheduled at the discretion of the Employer; however, no more than one (1) of the three (3) shifts will be scheduled on Saturday or Sunday. These three (3) additional nine (9) hour shifts shall be used for training, meetings, or to meet operational needs (which shall not be arbitrary and shall be communicated to the employee). These three (3) additional nine (9) hour shifts will be scheduled and used prior to, or in lieu of, the Employer reassigning any days off for a Trooper.~~

Employees will be required to take leave equivalent to the number of scheduled hours.

The present work schedules, including assigned work days, lost days off, and pick days, for Technical Accident Investigators assigned to Headquarters, Safety Education Officers, Vehicle Theft Officers, Motor Carrier Safety Assistance Program Troopers and Trooper- Pilots shall be retained.

State Troopers assigned as a full-time Technical Collision Reconstructionist assigned to the District Field Office shall work a 40-hour flex schedule. Hours worked in excess of 40 hours per week, including time spent for meal periods, shall be considered overtime. For full-time Technical Collision Reconstructionist assigned to the District office, hours worked in excess of assigned shifts or hours worked less than a full shift on a regularly scheduled day off shall be considered overtime. Overtime calculated as set forth in this paragraph shall be compensated in accordance with Article VIII (Hours of Work), section 2 (State Troopers), subsection B (Overtime).

With the exception of emergency need, Troopers with service of twenty-two (22) years or more with the Employer as a peace officer shall not be required to work between the hours of 0200-0600, and Troopers with service of twenty-five (25) years or more with the Employer as a peace officer shall not be required to work between the hours of 0100-0600.

Troopers assigned to Post 16, except for staff assigned to the Governor's Security Detail, will be assigned to a five (5) day on two (2) day off schedule, on a four (4) month rotation, with shifts of eight (8) hours. The initial rotation will allow the three (3) most senior Troopers assigned to Post 16 their election of shift and rotation assignment, and the remaining shift and rotation schedule shall be determined based on seniority. Schedules (shift and days off) shall be selected and determined based on seniority as a peace officer, with the most senior Trooper having first selection, the next senior Trooper having next selection and so on until the least senior Trooper has the last selection. Schedules shall be rebid, in accordance with the above, when staffing or personnel changes occur, but no more often than every four (4) months.

A Trooper 2 or 3 n-employee may request to change his/her day or night rotating schedule to straight midnights retaining the ~~5-3, 5-3, 5-3, 5-3~~ or ~~5-3, 5-3, 5-3, 5-3, 5-3, 5-3, 5-3, 5-3~~ road Trooper option 1 or option 2 work schedule above of either a 5-2, 3-4 schedule or a 3-2, 5-4 schedule if there is only one midnight trooper. If there is more than one midnight trooper then by seniority, he or she will have the choice of one of the schedules as stated in option 1 or 2 depending on the District vote, (Thursday-Friday), (Monday-Tuesday) and will follow the schedule set by those regular days off. The lower senior Trooper will take the opposite schedule and shall follow the rotation set by the days as stated in option 1 or 2. State Trooper 2 work schedule. A Trooper assigned to Post 16 may request to change his/her day or night rotating schedule to straight midnights retaining the ~~or the~~ 5-2, 5-2, 5-2, 5-2 Post 16 work schedule. The request will be in writing, detailing a specific stated purpose, needs and expectations. Such requests will be approved by the affected District and Area Commanders. When the Employer or employee gives at least thirty-two (32) days written notice, an employee shall be allowed to re-enter the normal work schedule rotation at the beginning of the following schedule period.

B. Overtime

Hours worked in excess of assigned shifts or hours worked less than a full shift on a regularly scheduled day off shall be considered overtime. If an employee is called on a regularly scheduled day off and ordered to work on that day, all hours actually worked shall be considered overtime. Insofar as possible, a minimum of five (5) calendar days' notice shall be provided when an employee desires to take earned compensatory time or change their schedule. Payment shall be made in either cash or compensatory time

at the discretion of the ~~Employer~~ Employee. The rate of payment shall be either one and one-half (1½) times the employee's current hourly wage or one and one-half (1½) times the number of overtime hours worked. Employees must receive prior approval from their supervisor before working additional hours (overtime).

C. Compensatory Time

Employees shall be allowed to bank up to one hundred sixty ~~(+100)-(160)~~ hours of compensatory time at any one time. Earned compensatory time shall be taken at the request of the employee with the approval of management in at least one (1) hour increments. The Employer reserves the right to require employees to take earned compensatory time and the Employer's required use of accrued compensatory time shall not result in a reduction of the employee's banked compensatory time below one hundred sixty (160) ~~eighty (80) hours~~. However, such time shall be in increments of at least one (1) day. Earned compensatory time may be accumulated and credited to the employee's account. Up to eighty (80) hours of banked compensatory time not taken by the end of the last pay period of the fiscal year may be converted at the current hourly rate of pay for the employee involved and paid for in cash, at the Employer's discretion. Compensatory time above eighty (80) hours may be converted at the current hourly rate of pay for the employee involved and paid for in cash, at the Employer's discretion. All other compensatory time shall be carried over to the next fiscal year.

D. Standby Time

For purposes of this Article, standby time is defined as:

Any time that the Employer requires State Troopers during their off-duty hours to remain at their normal place of residence, leave a telephone number where they can be reached or remain within radio contact with the Iowa Police Radio System and be available to respond from their place of residence within one (1) hour.

Members of the State Patrol who are required to be on standby shall receive two (2) hours of compensatory time or a fraction thereof for every twenty-four (24) hour standby period.

SECTION 3 Conservation Officers

A. **Work Schedules: No changes.**

B. Overtime

Compensatory time shall be earned on an hour-for-hour basis and placed in the compensatory time bank for all hours worked on days off.

Compensatory time shall be calculated based on a 14-day work period. Compensatory time shall be earned at a rate of time and one-half (1 ½) and placed in the compensatory time bank for all hours worked in excess of eighty-six (86) hours in a fourteen (14) day work period. The employer recognizes the ability of the employee to adjust their hours during the 14-day work period to equal at least 80 hours. There shall be no requirement that the employee account for any set amount of hours in any time period less than 14 days.

~~There will be a change from the 28-day, 171-hour (Garcia) schedule to a 14-day, 86-hour (Garcia) schedule, which will be a pilot program. The term of the pilot program will run from July 1, 2021 to June 30, 2023. The expectation is that this pilot program will not cause Conservation Officers to have over 8 hours of compensatory time banked by the last day of the pay period including September 1 each year. If the pilot program causes Conservation Officers to be over this 8-hour expectation on the last day of the pay period including September 1 of 2021 or 2022, the program will not be continued in subsequent contracts.~~

~~Conservation Officers with an overage (more than 8 hours) of compensatory time by the last day of the pay period which includes September 1, which was caused by extenuating circumstances, will be paid out (balance over 8 hours) at their hourly rate. These circumstances will not cause the pilot program to cease.~~

~~An extenuating circumstance shall be a situation or incident which caused an abnormal compensatory time accrual, with no opportunity for the Conservation Officer to utilize the overage prior to the last day of the pay period including September 1. These abnormal accruals must be approved by the Conservation Officer's supervisor.~~

C. Compensatory Time: No Changes.

SECTION 4 Park Rangers

A. No Changes.

B. No changes.

C. No changes.

D. Premium Pay

Park Rangers shall receive four percent (4%) annual premium pay in addition to the employee's regular pay as compensation for weekends worked, for the lack of shift differential.

**SECTION 5 Special Agent 1s
No Changes.**

SECTION 6 Special Agent 2s

A. Work Schedules

Special Agent 2s will work a non-standard five (5) day, forty (40) hour work week with Saturday and Sunday off. The actual hours worked per day shall be at the Special Agent 2's discretion, however, hours worked will be in accordance with operational efficiency and necessary work duties.

Hours worked on Saturday or Sunday shall be considered overtime and these hours will not be counted towards a Special Agent 2s regular forty (40) hour work week.

B. Overtime

Hours worked in excess of forty (40) hours per work week, excluding time spent for meal periods, shall be considered overtime. During a week in which a holiday occurs, or vacation has been approved, the holiday and/or vacation hours shall be considered hours worked for the purposes of calculating overtime and any hours in excess of forty (40) hours, excluding time spent for meal periods, shall be considered overtime.

Earned overtime shall be converted to compensatory time at the rate of one and one-half (1½) times the overtime hours worked each pay period.

C. Compensatory Time

No changes.

D. Standby Time

No changes.

E. Assignment to Other Zones

No changes.

SECTION 7 Fire Inspectors

No changes.

SECTION 8 Canine Corp

No changes.

SECTION 9 Call-Back Time

Employees (~~except for Park Rangers living in State provided housing and Special Agent 2s~~) who are off-duty and called back to work by the Employer shall be guaranteed a minimum of two (2) hours of work time or actual hours worked, whichever is greater.

SECTION 10 Compensatory Time Payout

No changes.

**ARTICLE IX
WAGES AND FRINGE BENEFITS**

SECTION 1 Wages.

[No changes to A, B, or C but see Appendix A which shall be readjusted on July 1, 2023 to a higher level that fairly compensates SPOC employees for their service after the pay grades are adjusted for ATBs].

D. On the first day of the pay period that includes July 1, 2021 2023 and on the first day of the pay period that includes July 1, 2024, employees covered by this Agreement shall receive a ~~two and one-half percent (2.5%) across-the-board pay increase. On the first day of the pay period that includes July 1, 2022, employees covered by this Agreement shall receive a three percent (3.0%) an~~ across-the-board pay increase that is sufficient to fairly compensate SPOC employees for their service taking into account inflation and comparable jurisdictions' compensation packages.

E. All new officers graduating from the DPS Academy who are permanently assigned to District 16 will be classified for pay purposes as Trooper 1. The regular compensation for Trooper 1 shall be pay grade 24. The classification Trooper 2 was created and includes officers graduating from the DPS Academy and assigned in any District except District 16 and Trooper 2's assigned to the personal security team for the Governor. Trooper 1's who are transferred or assigned from District 16 to any other State Patrol District on a permanent basis will be transferred to Trooper 2. The regular compensation for Trooper 2 shall be pay grade 29.

The Trooper 3 and Senior Trooper-Pilot classifications will consist of Trooper 2's and Trooper-Pilots with fifteen (15) or more years of service as a peace officer with the Department of Public Safety; or Trooper 2's and Trooper-Pilots with thirteen (13) or more years of service as a peace officer with the Department of Public Safety with an associates' degree; or Trooper 2's and Trooper-Pilots with eleven (11) or more years of service as a peace officer with the Department of Public Safety with a bachelor's degree. Trooper 2's and Trooper-Pilots will be eligible to become Trooper 3 or Senior Trooper-Pilot on the first pay period following attainment of any of the above conditions. The regular compensation for Trooper 3 shall be pay grade 79. The regular compensation for Senior Trooper-Pilot shall be pay grade 80. The employee will receive a two percent (2.0%) increase upon moving to paygrade 79 and the employee's increase eligibility date will not be reset at that time. The employee will receive a two percent (2.0%) increase upon moving to paygrade 80 and the employee's increase eligibility date will not be reset at that time.

F. Effective July 1, 2021 the regular compensation for a Fire Inspector shall be pay grade 29. Upon moving to pay grade 29, the employee's increase eligibility date will not be reset.

G. Bargaining unit members of the Department of Public Safety shall be paid longevity in accordance with Iowa Code §80.8.

H. On the first day of the pay period that includes July 1, 2023, Conservation Officers and Park Rangers shall receive an additional three percent (3%) added to their base pay in lieu of receiving a per diem for meals on non-travel days. Conservation Officers and Park Rangers shall be reimbursed for meals and lodging while on travel status.

SECTION 2 Health and Dental Insurance
No changes.

SECTION 3 Life Insurance

No changes.

SECTION 4 Insurance Premium Conversion, Dependent Care Spending Account and Health Care Spending Account

No changes.

SECTION 5 Holidays

A. The Employer agrees to provide twelve (12) ~~eleven (11)~~ paid holidays per year. There shall be ten (10) ~~nine (9)~~ scheduled holidays as set forth below and two (2) unscheduled holidays. Unscheduled holidays shall be accrued on a pay period basis and added to the employee's accrued vacation account and shall be taken in accordance with the procedures set forth in Section 6 (Paid Annual Leave of Absence (Vacation)) in this Article.

Scheduled Holidays:

New Year's Day, January 1

Dr. Martin Luther King, Jr.'s Birthday, the third Monday in January

Memorial Day, the last Monday in May

Juneteenth, June 19

Independence Day, July 4

Labor Day, the first Monday in September

Veterans Day, November 11

Thanksgiving Day, the fourth Thursday in November

Friday after Thanksgiving

Christmas Day, December 25

B. C. D.: No changes.

SECTION 6 Paid Annual Leave of Absence (Vacation)

The Employer agrees to provide employees with a formal annual paid leave of absence plan (vacation) as set forth below:

A. Accrual

1. Permanent full-time employees shall begin earning annual leave on their first day in pay status. After completion of the first six (6) months in a permanent position, employees are eligible for and shall be granted annual leave based on their seniority date as follows:

Annual leave shall be based upon the date of hire and accrue at the rate of eighty (80) hours each year for a full year of service during the first four (4) years of service; one hundred twenty (120) hours each year for a full year of service during the next seven (7) years of service; one hundred sixty (160) hours each year for a full year of service after eleven (11) years of service; one hundred seventy-six (176) hours each year for a full year of service after fourteen (14) years of service; nineteen (19) years of

service; and two hundred (200) hours each year for a full year of service after nineteen (19) ~~twenty-four (24)~~ years of service.

2.-5. No Changes.

B. Scheduling of Vacation
No changes.

C. Catastrophic Illness Contributions
No changes.

D. **No changes.**

SECTION 7 Family and Medical Leave
No changes.

SECTION 8 Sick Leave
No changes.

SECTION 9 Shift Differential
No changes.

SECTION 10 Higher Rank Allowance
A & B: No Changes.

C. Department of Public Safety Employees acting in the capacity of Accident Re-constructionists, Technical Investigators, Tac Team Members, Drug Recognition Experts, Negotiators, Tactical Flight Operators and Field Training Officers shall receive an additional five percent (5%) of their base rate of pay when using their specialty.

SECTION 11 Per Diem

A. A daily per diem allowance of ten dollars (\$10) per day shall be paid to all SPOC employees covered by this Agreement, except Conservation officers and Park Rangers who work four (4) or more hours on that day. A second per diem allowance of ten dollars (\$10) per day shall be paid to all SPOC employees covered by this Agreement who work fourteen (14) or more consecutive hours. For purposes of this Section, a standard unpaid meal period shall not break the consecutive hour requirement to qualify for the second per diem. No special documentation shall be necessary to receive this per diem. The Employer and the Council recognize that these officers are required, as a condition of their employment and for the convenience of the Employer, to eat certain meals outside of their homes while on duty. Additionally, if in travel status the employee will receive the current meal reimbursement rates and lodging rates under the current DAS guidelines. To receive travel reimbursement, the employee must submit at a minimum a receipt for their hotel. If all the employee has is meals, they do not need to turn in any receipt.

B. Other than meal expenses covered by a daily per diem, employees of DNR shall receive reasonable and actual expenses incurred in the performance of their duties and shall have no annual ceiling. The Employer retains the right to establish reasonable guidelines, rules and regulations governing expense reimbursement.

SECTION 12 Court Allowance

No changes.

SECTION 13 Clothing Maintenance Allowance

No changes.

SECTION 14 Referral Bonus (Department of Public Safety)

No changes.

SECTION 15 Deferred Compensation

No changes.

SECTION 16: Parental Leave

An employee may use paid parental leave to take paid time away from work for the birth or adoption of a child under 18 years of age. Paid parental leave, under this section, provides for 100% of covered base pay and any longevity for regularly scheduled hours to eligible full time and part time employees deemed eligible to take leave under Department policy and the State of Iowa FMLA laws. Paid parental leave shall be made available for up to 8 weeks for a birthing parent and up to 6 weeks for a non-birthing parent(s). If both parents are eligible employees, each will receive the leave benefit in accordance with this section.

Paid parental leave shall be used in no less than one (1) week increments and will run concurrently with approved leave under the FMLA applicable state law. Paid parental leave shall not reduce the eligibility for other types of paid and unpaid leaves such as sick leave, vacation, compensatory time, and holiday time. When the approved paid parental leave time has ended, the employee may have the opportunity to utilize any other accrued paid time off for the remainder of the approved FMLA leave in accordance with the Department's FMLA policy. Any unused time under this paid parental leave agreement will be forfeited. If the employee is found to no longer meet the criteria for eligibility, paid parental leave will be terminated immediately.

Medical certification as required through the FMLA leave application will be used for the evaluation for eligibility under this agreement. Eligible employees shall be required to provide appropriate adoption documentation, including but limited to a letter from the adoption agency or an attorney for verification in the event of a private adoption. A written notice of request for the use of paid parental leave must be provided to the employee's immediate supervisor and Human Resources at least 30 days prior to when the paid parental leave proposed date would be in effect or as soon as possible. Any applications that are found to be fraudulent will be grounds for immediate disciplinary action.

Multiple births or adoptions (twins, etc) does not change the eligibility, length of time, or conditions of the paid parental leave. This agreement does not act retroactively. Circumstances that are not eligible for paid parental leave are as follows:

- Surrogate mothers who do not maintain parental rights
- Biological parents with no parental rights or where the child is no longer in the parent's custody (child placed for adoption)
- Sperm donors
- Miscarriage or death of child
- Being named guardian of a child
- Entering into a foster parent agreement
- Adopting a spouse's child
- Employees who are on one of the following leaves: Administrative (paid or unpaid), long term disability, or military leave.

ARTICLE X-XIII

No changes.

TERMINATION OF AGREEMENT

The terms and conditions of this Agreement shall continue in full force and effect commencing on July 1, ~~2021-2023~~, and terminating on June 30, ~~2023~~ 2025. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled.