

2023-2025~~2021-2023~~

AGREEMENT

BETWEEN STATE OF IOWA AND
STATE POLICE OFFICERS COUNCIL



PUBLIC SAFETY UNIT

Effective: July 1, 2023 ~~2021~~ - June 30, 2025 ~~2023~~

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- VI

No changes

ARTICLE VII TRANSFERS

SECTIONS 1 and 2

[Current Contract Language]

SECTION 3 Filling Vacancies in the Department of Natural Resources

When a vacancy is created in a Department of Natural Resources bargaining unit, the Employer agrees to provide notice by e-mail to all bargaining unit employees at least fourteen (14) calendar days prior to filling the vacancy. Such notice will include the following as applicable: a) classification, b) division, and c) location. ~~The Department of Public Safety vacancies will be posted via the Department's website.~~

A. The Employer will review those requests on file from any employee in the same classification as the vacancy who has indicated an interest in the specific assignment, shift or location of the vacancy.

In making a selection, the Employer will take into consideration ability, job requirements, operational efficiency and seniority. If the senior employee's transfer request is denied, the reason(s) for such denial will be provided in writing to the affected employee(s) upon request. Any employee who is selected for transfer shall have three (3) work days in which to decline the offer.

B. In the event that the vacancy is not filled by transfer of an employee in the same classification as the vacancy, the Employer will review and consider interested bargaining unit employees within the Department.

C. In the event that the vacancy is not filled by transfer within the Department, the Employer shall consider interested employees in other classifications who possess the necessary training and ability to perform the job along with other applicants.

Should the vacancy be filled by an employee in a different job classification with a higher rate of pay, and that employee's salary exceeds the maximum pay for the assigned job class, the salary of the employee will be red- circled for a period not to exceed two (2) years.

Should the vacancy be filled by an employee in a different job classification with a rate of pay that is lower than the current classification, i.e. a promotion, the salary of the employee will be adjusted to either the minimum of the classification to which the employee promotes or by the current step percentage, whichever is greater.

D. In the event the vacancy is not filled by a current employee, the employee shall commence employment at the minimum of the appropriate salary schedule. However, if the parties agree that extenuating circumstances exist, new hires may be granted a rate in excess of the minimum established by the salary schedules. A written record of the justification for the advanced rate will be retained in the employee's personnel file.

SECTION 4 Filling Vacancies in the Department of Public Safety

When a vacancy is created in a Department of Public Safety bargaining unit, the Employer agrees to provide electronic notification to all bargaining unit employees at least fourteen (14) calendar days prior to filling the vacancy. Such notice will include the following as applicable: a) classification, b) division, c) location, and (d) the position description questionnaire (PDQ).

A. The Employer will review those requests on file from any sworn Department of Public Safety employee who has indicated an interest in the specific assignment, shift or location of the vacancy.

At the time of execution of the changes in contract language to this provision, the Employer will adopt changes to the established policy defining the transfer selection process for filling vacancies agreed to by SPOC and consistent with this article. The parties agree that this policy is a mandatory subject of bargaining.

If an employee's transfer request is denied, the reason(s) for such denial will be provided in writing to the affected employee(s) upon request.

Any employee who is selected for transfer shall have three (3) work days in which to decline the offer.

B. The Employer agrees that an employee whose transfer request was denied may challenge a transfer selection on the basis that the transfer selection policy was not followed and/or an impermissible transfer consideration, as defined by Department policy, was considered in making the selection. Any challenge shall be in accordance with provisions of Article IV.

C. Should the vacancy be filled by an employee in a different job classification with a higher rate of pay, and that employee's salary exceeds the maximum pay for the assigned job class, the salary of the employee will be red- circled for a period not to exceed two (2) years.

Should the vacancy be filled by an employee in a different job classification with a rate of pay that is lower than the current classification, i.e., a promotion, the salary of the employee will be adjusted to either the minimum of the classification to which the employee promotes or by the current step percentage, whichever is greater.

Should a Trooper 2 vacancy be filled by an employee in a Trooper 1 job classification, the employee shall receive step percentage increases, not to exceed 5 years, from the minimum of the Trooper 2 classification commensurate with their years of service since meeting the minimum qualifications of a Trooper 2. These step increases will be consistent with the provisions provided in Article IX, Section 1B.

D. In the event the vacancy is not filled by a current employee, the employee shall commence employment at the minimum of the appropriate salary schedule. However, the Department may grant a new hire a rate in excess of the minimum established by the salary schedules, if and only if the Department simultaneously increases the salary of any current member of the bargaining unit who is in the same classification and who has the same or more years of service in law enforcement. A written record of the justification for the advanced rate will be retained by the Department and made available upon request.

E. The Department shall not hire a non-SPOC eligible employee for a vacancy unless the Department has first exhausted all internal processes for filling a vacancy set forth above and in the DPS Transfer Policy updated at the execution of this part of the Agreement.

SECTIONS 4 through 6

[Current Contract Language]

ARTICLE VIII HOURS OF WORK

SECTION 1 Work Schedules (General)

[Current Contract Language]

SECTION 2 State Troopers

A. Work Schedules

The Trooper work schedules shall be nine (9) 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.

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

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

Day shift hours shall be between 0600-1700. Night shift hours shall be between 1500. 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, and Trooper- Pilots shall be retained.

Motor Carrier Safety Assistance Program Troopers schedules shall retain their current schedules through September 30, 2023. If additional employees are moved into the bargaining unit through legislation passed prior to July 1, 2023, the Parties agree to meet and negotiate in good faith concerning affected employees' schedules. If legislation does not pass prior to July 1, 2023, Motor Carrier Safety Assistance Program Troopers shall retain their current schedules for the term of this Agreement.

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 shall be considered overtime. For full-time Technical Collision Reconstructionist assigned to a 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 subsection B below.

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.

An 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 State Trooper 2 work schedule 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
[Current Contract Language]

C. Compensatory Time

Employees shall be allowed to bank up to one hundred ~~nine (100-109)~~ 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 (100) 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 forty (40) eighty (80)~~ hours of banked compensatory time not taken by June 1st or December 1 of each year, 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 Employee's discretion. Any compensatory time requested to be paid out by June 1 or December 1, shall be paid the last pay period of the fiscal or calendar year, respectively. Compensatory time above ~~one hundred (100) 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.

Employees may request pay out on both June 1 and December 1 of each year.
JSS
AS

D. Standby Time
[Current Contract Language]

SECTION 3 Conservation Officers

A. **Work Schedules**

Conservation Officers shall work a non-standard five (5) day work week with two (2) days off.

The parties recognize the right of the Employer to establish reasonable guidelines and reporting procedures regarding hours and days worked.

The Employer agrees that employees shall ~~receive two weekend days off be eligible for one (1) weekend~~ per month ~~off~~ during peak activity ~~months. All other weekend days in a peak activity month shall be worked by the employee. seasons, provided, however, that e~~ Employees shall work the three (3) major holiday weekends. These three (3) weekends shall be defined as Memorial Day and the contiguous weekend, Fourth of July and the contiguous weekend, and Labor Day and the contiguous weekend. Nothing herein shall prohibit an employee from taking all or any portion of a weekend, including a major holiday weekend off if mutually agreed upon by both employee and Employer. Employees shall work a minimum of four (4) weekend days in a non-peak activity month. Employees shall receive two (2) weekends off for every month containing four (4) weekends and three (3) weekends off for every month containing five (5) weekends, during non-peak activity seasons. For Conservation Officers the non-peak activity months season shall include at least six (6) months a year as determined by the supervisor.

For purposes of this section, weekend day is defined as a Saturday or Sunday.

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

Earned compensatory time, not to exceed the first eighty (80) hours, shall be taken at the employee's discretion as either cash or compensatory time. All hours in excess of eighty (80) hours shall be compensated in compensatory time or cash at the discretion of the Employer.

The employee may make a request for one (1) time lump sum cash payout for those hours earned up to eighty (80) hours, once per fiscal year as long as the request is made by the last day of the last pay period April 1 of the fiscal year in which the time was earned. The cash payout will be calculated at the current hourly rate of pay for the employee. All hours not requested by the April 1 deadline shall be compensated in compensatory time or cash at the Employer's discretion.

A one-time exception shall allow employees who receive their one-time lump sum cash payout for compensatory time during the period from July 1, 2023, through September 1, 2023, to receive a second lump sum cash payout of up to eighty (80) hours in order to account for the transition from September 1 to the last day of the last pay period of the fiscal year.

When the Employer requires employees to take earned compensatory time, such time shall be in increments of at least eight (8) hours.

Earned compensatory time not paid for by the Employer or used by the employee by the last day of the last pay period of the fiscal year, pay period including September 1, shall be converted at the current hourly rate of pay for the employee and paid for in cash.

Conservation Officers shall not have over 8 hours of compensatory time banked on the last day of the last pay period of the fiscal year of each year, unless the employee has obtained prior approval by their supervisor.

Conservation Officers with an overage (more than 8 hours) of compensatory time by the last day of the last pay period of the fiscal year, which was caused by extenuating circumstances will be paid out the balance over 8 hours at their hourly rate. 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 last pay period of the fiscal year. These abnormal accruals must be approved by the Conservation Officer's supervisor.

For the purpose of this Section, the Employer agrees to not restrict accrual of compensatory time solely for the purpose of avoiding payment of compensatory time as provided herein.

D. Premium Pay

[Current Contract Language]

SECTION 4 Park Rangers

[Current Contract Language]

SECTION 5 Special Agent 1s

[Current Contract Language]

SECTION 6 Special Agent 2s

A. 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 which encompasses a holiday, if the Special Agent 2 is required to work on a Saturday or Sunday as the result of a call-out or self-dispatch with supervisory approval, those holiday hours shall be considered hours worked for the purpose of calculating 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.

B.-D.

[Current contract language]

SECTION 7 Fire Inspectors

[Current contract language]

SECTION 8 Canine Corp

[Current contract language]

SECTION 9 Call-Back Time

[Current contract language]

SECTION 10 Compensatory Time Payout

[Current contract language]

**ARTICLE IX
WAGES AND FRINGE BENEFITS**

SECTION 1 Wages

[A, B, or C – Current Contract Language, but Appendix A shall be readjusted to accurately reflect the changes made to this Article]

D. On the first day of the pay period that includes July 1, ~~2021~~ 2023, employees covered by this Agreement shall receive a ~~two-six and one-half and one-half percent (2.5% 6.5 %)~~ across-the-board pay

increase. On the first day of the pay period that includes July 1, ~~2022~~ 2024, employees covered by this Agreement shall receive a ~~three six and one-half percent (3.0-6.5%)~~ across-the-board pay increase.

Additionally, on the first day of the pay period that includes July 1, 2023, the minimum of the Trooper 1 classification shall be raised by an additional four percent (4.0%). Incumbent Trooper 1s who are below the minimum shall have their pay adjusted to the new minimum of the classification as of that date.

E. [Current Contract Language]

F. [Current Contract Language]

G. Bargaining unit members of the Department of Public Safety shall be paid longevity in accordance with Iowa Code §~~80.8~~ 80.6.

SECTION 2- SECTION 9

[Current Contract Language]

SECTION 10 Higher Rank Allowance

A & B: No Changes.

C. Department of Public Safety Employees acting in the capacity of Field Training Officers in the Iowa State Patrol shall receive an additional four and one half percent (4.5%) of their base rate of pay when acting as a Field Training Officer.

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, 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~~ If in travel status the employee will receive the current meal reimbursement rates and lodging rates under the current DAS guidelines. If an employee in travel status elects to receive the current meal reimbursement rates, they are not eligible for their daily per diem. 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. [Current Contract Language]

SECTION 12 through 15 [Current Contract Language]

New Section 16 Parental Leave

If the Iowa Code is amended to allow the use and/or accrual of paid parental leave by bargaining unit members, the provisions of this Agreement will be modified to reflect the changes in law and permit the use and/or accrual of such leave by employees, as permitted by law.

ARTICLE X

[Current Contract Language]

ARTICLE XI MISCELLANEOUS

[Current Contract Language]

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.

J. Bardely 2-10-23

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