

State of Iowa
Initial Proposal
10:00 a.m.
December 21, 2022

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~~

ARTICLES I through VI
[Current Contract Language]

ARTICLE VII TRANSFERS

SECTIONS 1 and 2
[Current Contract Language]

SECTION 3 Filling Vacancies

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.

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, ~~and~~ 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.

The Employer shall establish a policy defining the transfer selection process for filling vacancies in a manner consistent with this article. 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 adjusted to the maximum rate for the assigned job class. In the event an employee is involuntarily reassigned for reasons other than a layoff or reduction in force, the salary of the employee may 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.

~~The Employer and Council agree that during the course of the Agreement, the parties will create a pilot study group to review the process of filling vacancies.~~

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 1500-0200. 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.

The present work schedules, including assigned work days for Technical Investigators assigned to Headquarters, Public Resource Officers, Vehicle Theft Officers, and Motor Carrier Safety Assistance Program Troopers assigned to District 15, shall be retained with the exception of the length of the duty shift, which will be eight (8) hours in length.

State troopers assigned as full-time Technical Accident Reconstructionists to a District Field Office shall work a 40-hour flex schedule. Hours worked in excess of 40 hours per week, excluding time spent for meal periods, shall be considered overtime. For full-time Technical Accident Reconstructionists assigned to a District Field Office, hours worked in excess of assigned shifts or hours worked less than a full shift on a regularly scheduled day off shall not be considered overtime except as defined above. 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.~~ **Shift rotations for Post 16 Troopers, except for staff assigned to the Governor's Security Detail, will occur every four months. Management will avoid a repeating shift assignment whenever possible based upon staffing requirements.**

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 **and nine (109+09)** 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 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

[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 be eligible for one (1) weekend per month off ~~during peak activity seasons~~, provided, however, that 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 be guaranteed two pre-scheduled floater weekends per year. Floater weekends must be scheduled at least 30 days in advance.** ~~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 season shall include no more than nine at least six (6) months a year as determined by the supervisor.~~

For purposes of this section, weekend is defined as the 48-hour period from 12:00 am on Saturday to 11:59 pm on the immediate following 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 shall not have over 8 hours of compensatory time banked by the last day of the pay period including April 30 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 April 1 30 September 1 of 2023 or 2024 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 ~~April 30 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 ~~April 30 September 1~~. These abnormal accruals must be approved by the Conservation Officer's supervisor.

C. Compensatory Time

Employees shall be allowed to bank up to one hundred (100) hours of compensatory time at any one 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 a 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 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~~ **30** deadline shall be compensated in compensatory time or cash at the Employer's discretion.

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 pay period including ~~April 30 September 1~~, shall be converted at the current hourly rate of pay for the employee and paid for in cash.

For purposes 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

A. Work Schedules

Park Rangers of the Department of Natural Resources shall work a non-standard five (5) day work week with two (2) days off.

For scheduling purposes, a park rangers' work day starts once they arrive at their assigned work location and ends once they depart their assigned work location. A park ranger is not considered to be on-duty or in paid status during their drive time to or from their assigned work location. A park ranger may have more than one assigned work location. This provision does not apply to traveling between assigned work locations during the work day. Additionally, this provision does not apply when a park ranger is beginning their day traveling to, or ending their day traveling from, other special assignments, appointments, or work meetings.

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 be eligible for one (1) weekend per month off during the peak activity season. The peak activity season shall be defined as ~~May 1 through September 30~~ April 1 through October 31. The employee 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 major holiday weekend off if mutually agreed upon by both employee and Employer.

Days off during the peak season shall be scheduled by the employees with the approval of the Employer. The decision concerning the selection of days off shall be made by March 15 immediately preceding the peak season. The foregoing shall not prohibit the employee from making temporary schedule changes.

The regular work week for the non-peak season (defined as ~~October 1 through April 30~~ November 1 through March 31) shall be Monday through Friday with Saturdays and Sundays (weekends) off. Park Rangers shall not be assigned to work more than eight (8) weekends during the non-peak season unless otherwise mutually agreed between the employee and the Employer. Where there is more than one (1) Park Ranger assigned to the same park, those Rangers assigned to such areas may, upon supervisor approval, select days off for peak and non-peak seasons, which are not uniform across the state.

B. Overtime

Park Rangers shall be compensated for all time actually worked. Overtime shall be earned at a rate of time and one-half (1½) and placed in the compensatory time bank for all hours worked in excess of ~~eight (8)~~ forty (40) hours in a ~~day~~ work week.

Upon request and subject to prior approval of the Park Ranger's supervisor, Park Rangers may be allowed to flex those hours worked under or over eight (8) in a day at an hour per hour rate to another subsequent work day in the same work week (Friday through Thursday). Flexing mutually agreed upon hours shall not result in the earning of any compensatory time.

C. Compensatory Time

Compensatory time accrual shall be based upon a twelve (12) month period beginning April 1 and ending March 31 of the following year.

Earned compensatory time shall be taken at the request of the employee with the approval of the Employer. In addition, the Employer reserves the right to require employees to take earned compensatory time, including the right to require the employee to reduce his or her compensatory time balance between January 1 and March 31. However, the Employer's required use of accrued compensatory time shall not result in a reduction of the employee's banked compensatory time below eighty (80) hours and 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 by the Employer or used by the employee by March 31 of each year shall be converted at the current hourly rate of pay for the employee and paid for in cash.

Park Rangers may request that up to eighty (80) hours of their compensatory time balance be converted to cash and paid at the regular hourly rate. A request for cash may be made only once per fiscal year. A request for cash must be made two (2) weeks in advance to the payroll/personnel office and the money will be included in the pay check for the pay period during which the request is made. For purposes of this Section, the Employer agrees to not restrict accrual of compensatory time solely for the purpose of avoiding payment of overtime as provided herein.

SECTION 5 Special Agent 1s
[Current Contract Language]

SECTION 6 Special Agent 2s
[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. [Current Contract Language]

B. [Current Contract Language]

C. [Current Contract Language]

D. On the first day of the pay period that includes July 1, ~~2023~~ ~~2021~~, employees covered by this Agreement shall receive a ~~two and one half~~ ~~three~~ percent (~~3.025~~%) across-the-board pay increase. On the first day of the pay period that includes July 1, ~~2024~~ ~~2022~~, employees covered by this Agreement shall receive a three percent (3.0%) across-the-board pay increase.

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 § ~~80.6~~ ~~80.8~~.

SECTIONS 2 through 7

[Current Contract Language]

SECTION 8 Sick Leave

A. through F. [Current Contract Language]

F. Work-Related Injuries

In the event of a work-related injury (those injuries covered by the Iowa Workers' Compensation Law) of at least five (5) days in duration, the employee shall be allowed to utilize up to sixty (60) days of paid leave per incident which shall not be charged against the active or banked sick leave accounts. The employee must first utilize five (5) days of his or her sick leave before being allowed to utilize the above described sixty (60) days of paid leave. Employees will continue to accrue sick leave during this sixty (60) day period. **In the event the injury is determined to be not compensable under Iowa Workers' Compensation Law, the employee's sick leave shall be retroactively utilized in lieu of the sixty (60) days of paid leave under this subsection.**

Once an employee elects to supplement Workers' Compensation benefits with accrued sick leave, vacation, or earned compensatory time for a pay period, that election must remain the same for the entire pay period. Employees must utilize one (1) type of leave for each election or employees may choose not to supplement.

If after the above sixty (60) days paid leave the employee is still unable to return to work, the employee will then utilize his or her accrued sick leave or apply for Workers' Compensation benefits. Upon request, employees may supplement Workers' Compensation benefits with accrued sick leave, vacation or earned compensatory time; however, the total compensation received shall not exceed the employee's present salary.

In the event the employee is unable to return to work after exhausting his or her active and banked sick leave account, the employee will be placed on disability in accordance with departmental rules and regulations and existing insurance policies.

G. Disability
[Current Contract Language]

SECTION 9 Shift Differential

[Current Contract Current]

SECTION 10 Higher Rank Allowance

[Current Contract Current]

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]

SECTIONS 12 through 15

[Current Contract Language]

ARTICLE X HEALTH AND SAFETY

[Current Contract Language]

ARTICLE XI MISCELLANEOUS

SECTIONS 1 through 4

[Current Contract Language]

SECTION 5 Expense Reimbursement

~~The Department of Public Safety will submit a request to the Department of Administrative Services—State Accounting Enterprise to allow employees with out of state travel expenses in excess of two hundred dollars~~

State of Iowa
Initial Proposal
10:00 a.m.
December 21, 2022

~~(\$200.00) to receive an advance travel allowance of up to eighty percent (80%) of the anticipated expenditures. The Department of Administrative Services—State Accounting Enterprise shall have final authority to either grant or deny this request.~~

~~The decision of the Department of Administrative Services—State Accounting Enterprise shall apply to all members of the bargaining unit.~~

SECTION 6

[Current Contract Language]

SECTION 7

[Current Contract Language]

**ARTICLE XII
NO STRIKE - NO LOCK OUT**

[Current Contract Language]

ARTICLE XIII GENERAL

[Current Contract Language]

TERMINATION OF AGREEMENT

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