

State of Iowa's Initial Proposal  
State Police Officers Council  
December 18, 2018, 9:00 a.m. – Iowa State Bar Association Headquarters

~~2017-2019~~ 2019-2021  
**AGREEMENT**  
BETWEEN STATE OF IOWA  
AND  
STATE POLICE OFFICERS  
COUNCIL



**PUBLIC  
SAFETY UNIT**

Effective: July 1, ~~2017~~ 2019- June 30, ~~2019~~ 2021

[Note: Throughout the course of these negotiations, the State reserves the rights to add to, delete from and/or revise this proposal. This proposal is a package proposal, and it must be accepted in its entirety or it will be considered to have been rejected.]

**[Table of Contents will be revised after final contract language is determined]**

**ARTICLE I  
AGREEMENT**

This Agreement made and entered into this 1st day of July ~~2017~~ 2019 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.

**PURPOSE OF AGREEMENT**

[Current contract language]

**ARTICLE II  
RECOGNITION AND UNION SECURITY**

[Current contract language]

**ARTICLE III  
MANAGEMENT RIGHTS**

[Current contract language]

**ARTICLE IV  
GRIEVANCE PROCEDURE**

[Current contract language]

**ARTICLE V  
SENIORITY**

[Current contract language]

**ARTICLE VI  
LAYOFF PROCEDURE**

**SECTION 1 Application of Layoff**

[Current contract language]

**SECTION 2 General Layoff Procedures**

When a layoff occurs, the following general rules shall apply:

A. [Current contract language]

B. Layoff may be by organizational unit of an agency or agency-wide. When layoff is by organizational unit of an agency, the organizational unit will be no smaller than as follows: by district **or zone** for **the Department of Public Safety** ~~State Patrol, Division of Criminal Investigation, Fire Marshal, Division of Narcotics Enforcement~~, and **by district for the** Department of Natural Resources.

C-E [Current contract language]

## **ARTICLE VII TRANSFERS**

[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. ~~On May 15, 2017 and May 15, 2018~~ **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) days on, three (3)

days off, five (5) nights on, three (3) nights off. ~~On or about July 1, 2018, representatives of DPS and SPOC shall meet and confer about the Option 2 schedule. Only if both DPS and SPOC agree to continue to offer the Option 2 schedule alternative, then the option to vote shall continue. If both DPS and SPOC do not agree to continue offering Option 2, all road troopers in all districts shall revert to the Option 1 schedule only.~~

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.**

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 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-D [Current contract language]

## **SECTIONS 3-9**

[Current contract language]

## **ARTICLE IX WAGES AND FRINGE BENEFITS**

### **SECTION 1 Wages**

A-C [Current contract language]

D. On the first day of the pay period that includes July 1, ~~2017~~ 2019, employees covered by this Agreement shall receive a ~~two~~ one percent (~~2.0~~ 1.0%) across-the-board pay increase. On the first day of the pay period that includes July 1, ~~2018~~ 2020, employees covered by this Agreement shall receive a ~~two~~ one percent (~~2.0~~ 1.0%) across-the-board pay increase.

E-F [Current contract language]

**SECTIONS 2-15**

[Current contract language]

**ARTICLE X  
HEALTH AND SAFETY**

**SECTIONS 1-5**

[Current contract language]

**SECTION 6 Testing and Monitoring of Employees**

The State shall pay for a pulmonary function test ~~and chest x-ray~~ on a bi-annual basis for Special Agents 1s and Special Agents 2s assigned to gaming in order to test and monitor the effects of second hand smoke.

**If a chest x-ray is deemed medically necessary in order to test and monitor the effects of second hand smoke, the State shall pay for such test.**

**ARTICLE XI  
MISCELLANEOUS**

[Current contract language]

**ARTICLE XII  
NO STRIKE – NO LOCKOUT**

[Current contract language]

**ARTICLE XIII  
GENERAL**

[Current contract language]

**TERMINATION**

The terms and conditions of this Agreement shall continue in full force and effect commencing on July 1, ~~2017~~ 2019, and terminating on June 30, ~~2019~~ 2021, unless the parties mutually agree to extend any or all of the terms of this Agreement.

Upon termination of the Agreement, all obligations under the Agreement are automatically canceled.

**[Salary schedules in Appendices A-1 and A-2 will be updated to reflect the agreed upon across-the-board increase(s)]**