

Tentative Agreement
State Police Officers Council
January 17, 2019, 3 p.m.

Julie Brown
President

~~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, 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.

**ARTICLE VI
LAYOFF PROCEDURE**

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) 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.~~

B-D [Current contract language]

SECTIONS 3: Conservation Officers

A [Current contract language]

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 28-day work period. Compensatory time 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 one hundred seventy-one (171) hours in a twenty-eight (28) day work period. The employer recognizes the ability of the employee to adjust their hours during the 28-day work

period to equal at least 160 hours. There shall be no requirement that the employee account for any set amount of hours in any time period less than 28 days

SECTIONS 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.

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. 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, ~~provided that the days off are uniform across the state.~~

The decision concerning the selection of days off shall be made by ~~January 15~~

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) 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 (1 ½) and placed in the compensatory time bank for all hours worked in excess of eight (8) hours in a day. Compensatory time shall be earned on an hour for hour basis for all hours worked on days off.

work on with work group

SECTIONS 5-9

[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 percent (2.0%)~~ two and one half percent (2.5%) 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 percent (2.0%) two and one half percent (2.5%) across-the-board pay increase.

E-F [Current contract language]

E-F [Current contract language]

SECTION 2

A. No changes

B. Cost Containment

1. Introduction of a \$100 emergency room co-payment, without consideration of any other deductible.
2. For Alliance Select, increase the health deductible from \$200/\$400 to \$250/\$500 and increase the medical OPM from \$500/\$1000 to \$750/\$1500. The deductible will apply to all benefits up front before insurance coverage begins.

Prescription drugs shall be covered under medical, subject to deductible, coinsurance, and out-of-pocket maximum. There shall be no lifetime benefit maximum. The plan shall include one (1) eye examination per covered person per year.

The State will pay ninety five percent (95%) of health insurance coverage under Alliance Select for Singles; eighty-eight percent (88%) of health insurance coverage under Alliance Select for Employee + Spouse and Employee + Child(ren); and eight five percent (85%) of health insurance coverage under Alliance Select for Families.

~~The State will pay eighty percent (80%) of health insurance coverage under Alliance Select. The State shall also provide a wellness program to members at no additional cost to the employee. Members who participate in the wellness program will receive a monthly reduction in their portion of the health insurance premium in each plan year under this Agreement. The monthly reduction will be based on a dollar amount calculated to ensure that the employee share of the Family premium will be no more than fifteen percent (15%) and employees may apply this dollar amount to the plan of their choice.~~

~~In order to be eligible for the monthly reduction, employees must complete an annual biometric screening and a Health Risk Assessment (HRA) by a date determined by the State. Some employees may also be required to participate in health coaching which will consist of participating in the required number of calls with a health coach, not to exceed 12 calls per year.~~

~~After an employee positively enrolls in the wellness program for plan year 2016, continued participation, subject to meeting all wellness requirements annually, will remain in effect until the member decides to withdraw from the wellness program during the enrollment period.~~

In either the month of October or November of each year, there will be a thirty (30) calendar day open enrollment and change period when employees may select or change contract tiers and add or remove dependents on their plan.

C. And D. No changes

SECTIONS 3-5

[Current contract language]

SECTION 6 Paid Annual Leave of Absence (Vacation)

- A. 5. Employees may convert up to fifty (50) hours of accrued vacation at a rate of two (2) hours of vacation for one (1) hour of sick leave to be placed in the employee's sick leave account. The request for vacation conversation to sick leave may only be made once during each fiscal year. Any vacation converted to sick leave must be used pursuant to the provisions of Article IX, Section 8.

At the time of retirement, employees age fifty (50) or older may convert a maximum of two hundred ~~seventy five (200) (275)~~ vacation hours to sick leave at a conversion rate of one (1) hour vacation for one (1) hour of sick leave.

SECTIONS 7-14

[Current contract language]

SECTION 15 Deferred Compensation

For employees eligible for Internal Revenue Code Section 457, deferred compensation, the State agrees to match employee contributions on the basis of one (\$1.00) for each ~~one dollar (\$1.00) two-dollars (\$2.00)~~ contribution, to a maximum Employer contribution of seventy-five dollars (\$75) per month.

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.

Special Agents have the option for each and every bi-annual chest x-ray to decline the chest x-ray, unless such testing is deemed medically necessary and the State shall pay for any testing deemed medically necessary.

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)]