State of Iowa's Initial Proposal
State Police Officers Council
February 20, 2017, 10:00 a.m. – West Des Moines Marriott

~~2015-2017~~ 2017-2019
AGREEMENT

BETWEEN STATE OF IOWA
AND
STATE POLICE OFFICERS
COUNCIL

PUBLIC
SAFETY UNIT

Effective: July 1, ~~2015~~ 2017- June 30, ~~2017~~ 2019

[Note: Throughout the course of these negotiations, the State reserves the rights to add to, delete from and/or revise this proposal]

[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 ~~2015~~ **2017** 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

SECTION 1 – [Current contract language]

SECTION 2 – Delete

SECTIONS 3 – 6 [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

[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. ~~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~~ **Schedules will 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, 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.

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**, 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.

~~The Iowa State Patrol has assembled a Special Enforcement Team of State Troopers with the goal of removing drugs from the highways of Iowa. To meet the operational needs of removing drugs from the highways of Iowa throughout the State, State Troopers assigned full-time to the Special Enforcement Team shall continue to work the current flex schedule. Hours worked in excess of forty (40) hours per work week, excluding time spent for meal periods, shall be considered overtime. Overtime shall be compensated in accordance with Article VIII (Hours of Work), Section 2 (State Troopers), Subsection B (Overtime).~~

B. Overtime
[Current contract language]

C. Compensatory Time
[Current contract language]

D. Standby Time
[Current contract language]

SECTION 3 Conservation Officers

[Current contract language]

SECTION 4 Park Rangers

[Current contract language]

SECTION 5 Special Agent 1s

~~A. Work Schedules Work Schedules will be assigned for Special Agent 1s. Work schedules for Special Agent 1s shall comply with the following guidelines:~~

~~1. Management reserves the right to assign different work schedules for each casino.~~

~~2. Scheduled shifts shall be a minimum of eight (8) hours in length, but in no case shall be greater than ten (10) hours in length.~~

~~3. Scheduled shifts shall be continuous in length.~~

~~4. Scheduled shifts for an agent shall be a minimum of twelve (12) hours apart whenever possible but at no time shall be less than ten (10) hours apart unless mutually agreed upon.~~

~~5. Unless mutually agreed upon, the Employer agrees to establish a work schedule for each casino that provides for rotation of shifts and days off to allow each employee to have an extended weekend when the employee's shift changes from a day shift to a night shift or from a night shift to a day shift in consecutive weeks. An extended weekend shall be defined as Friday, Saturday and Sunday. At a minimum, employees will receive one weekend per four (4) week period. A weekend shall be defined as Saturday and Sunday.~~

~~6. Work schedules shall not include more than six (6) consecutive days on duty, and in those cases where an employee is required to work six (6) consecutive days,~~

~~the employee shall be scheduled a minimum of two (2) days off following those six (6) days.~~

~~7. In a posted work schedule, consecutive days of work shall be the same shift.~~

~~8. With the exception of emergency need the two most senior Special Agent 1's at each casino 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 2400 - 0600, absent mutual agreement to the contrary. Seniority under this section shall be determined in accordance with Article V.~~

A. Work Schedules: Management shall establish work schedules for Special Agent 1s consistent with the needs of the Department.

B. Overtime
[Current contract language]

C. Compensatory Time
[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]

ARTICLE IX
WAGES AND FRINGE BENEFITS

[The State's proposal on economic items contained herein are offered as a package proposal]

SECTION 1 Wages

A. During the term of this agreement, ~~all~~ **eligible** employees ~~eligible for negotiated within-range step increases~~ shall receive ~~automatic~~ step increases in accordance with their eligibility date **if the employee receives an overall rating of "meets expectations" or "satisfactory" on the employee's last performance evaluation**. The step increases shall be calculated as an increase of three and one-half percent (3.5%) on the pay schedules in Appendix A.

B. In addition to the three and one half-percent (3.5%) within-range step increase described in Article IX, Section 1A, ~~all~~ **an** employee~~s~~ **may be eligible for** ~~who received an overall rating of "meets expectations" or "satisfactory" or above on their last performance evaluation will receive~~ an additional one percent (1%) merit within-range step increase **if the employee receives an overall rating of "exceeds expectations" on the employee's last performance evaluation**. ~~For those employees who do not receive an overall rating, they will be considered to have received an "overall rating of meets expectations/satisfactory" if the majority of the ratings on their review are "meets expectations" or "satisfactory."~~

~~C. Employees shall have the right to grieve a performance evaluation if they receive less than a "meets expectations" or "satisfactory" on their evaluation.~~

~~D~~**C**. On the first day of the pay period that includes July 1, 201~~5~~**7**, employees covered by this Agreement shall receive a ~~two and eighty-five one-hundredths~~ **one** percent (~~2.85~~ **1**%) across-the-board pay increase. On the first day of the pay period that includes July 1, 201~~6~~**8**, employees covered by this Agreement shall receive a ~~two~~ **one** percent (~~2.0~~ **1**%) across-the-board pay increase. ~~On the first day of the pay period that includes January 1, 2017, employees covered by this Agreement shall receive a one-and one quarter percent (1.25%) across-the-board pay increase.~~

~~E~~**D**. [Current contract language]

~~F~~**E**. [Current contract language]

SECTION 2 Health and Dental Insurance

A. Group Plans & Contributions

The State agrees ~~to continue~~ to provide ~~group~~ health and dental benefits**, as determined by the State,** to ~~all~~ eligible bargaining unit members. ~~A bargaining~~

~~unit member may enroll in health insurance, dental insurance, or both. The health insurance and dental insurance plans will move to a calendar year schedule beginning January 1, 2014. After positively enrolling for plan year 2016, a bargaining unit member does not need to re-enroll for future plan years. If the member does not make any changes, the member's coverages will remain the same and carry over to the next plan year. Health insurance benefits are controlled by the contract. SPOC will be advised of administrative changes and its input will be sought. The State shall offer Alliance Select which is a preferred provider option with its cost containment features provided for in Subsection B.~~

~~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 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 elects 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 Opt Out Incentive~~

~~Employees who choose to waive health insurance participation and coverage with the State of Iowa will receive an opt out monthly payment of $125.~~

~~D. Dental Insurance~~

~~The State shall contribute toward the cost of dental insurance.~~

~~The State will continue to pay the full cost of single dental coverage. The State will pay seventy-eight percent (78%) of the cost of family dental coverage. Unit Council members electing family coverage and the State shall each share equally (50/50) in any increase or decrease in the monthly dental premiums in 2013-2014.~~

~~**SECTION 3 Life Insurance**~~

[Delete Article IX, Section 3]

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

[Delete Article IX, Section 4]

~~**SECTION 5 Holidays**~~

[Delete Article IX, Section 5]

SECTION ~~6~~3 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

[Current contract language]

B. Scheduling of Vacation

The current departmental procedures and practices governing the scheduling of choice of time and amounts of vacation shall continue. Employees shall not be precluded from taking vacation in increments of one (1) day. The parties recognize that the Employer has the right to determine the number of employees within each classification and work unit that may be on vacation at any given time; however, vacations shall be granted at times and in amounts most desired by employees whenever operations permit. Once vacation periods have been scheduled, the Employer shall make changes in employee vacation schedules only to meet unanticipated staff shortages or emergencies. In the event the Employer finds it necessary to cancel a scheduled vacation, the affected employee may reschedule the vacation during the remainder of the calendar year or extend the scheduling of the vacation into the ensuing calendar year as the employee desires, providing it does not affect other employees' vacation periods.

~~In the event that a vacation request is denied due to operational need, the supervisor will solicit officers in that Post or casino who are willing to work that shift(s) at straight time for the requestor. If an officer agrees, the vacation request shall be granted and the replacement officer shall work that shift(s). If no officers are willing or able to work the vacation day requested, the day off will continue to be denied.~~

Once a day off request has been submitted, management shall approve or deny the request within ten (10) days.

If an employee is hospitalized while on his or her paid vacation, the portion of the paid vacation spent in the hospital may be rescheduled upon satisfactory proof of said hospitalization being provided to the Employer. ~~The Employer agrees that employees will not be required to return to work during their vacation period.~~

C. Catastrophic Illness Contributions

[Current contract language]

SECTION ~~7~~4 Family and Medical Leave

[Current contract language]

SECTION ~~8~~5 Sick Leave

[Current contract language]

SECTION ~~9~~6 Shift Differential

[Current contract language]

SECTION ~~10~~7 Higher Rank Allowance

[Current contract language]

SECTION ~~11~~8 Per Diem

[Current contract language]

SECTION ~~12~~9 Court Allowance

[Current contract language]

Section ~~13~~10 Clothing Maintenance Allowance

[Current contract language]

SECTION ~~14~~11 Referral Bonus (Department of Public Safety)

[Current contract language]

SECTION ~~15~~12 Deferred Compensation

[Current contract language]

ARTICLE X
HEALTH AND SAFETY

[Current contract language]

ARTICLE XI
MISCELLANEOUS

SECTION 1 Work Rules

[Current contract language]

SECTION 2 Annual Performance Evaluation

[Current contract language]

SECTION 3 Personnel Files

[Current contract language]

SECTION 4 Education Leave

[Current contract language]

~~**SECTION 5 Expense Reimbursement**~~

[Delete Article XI, Section 5]

SECTION ~~6~~5 Issuance of Subpoenas and Notification of Employees

[Current contract language]

SECTION ~~7~~6 Jury Duty

[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 l, ~~2015~~ **2017**, and terminating on June 30, ~~2017~~ **2019**, 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.