

**~~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

Agreed to on the 23<sup>rd</sup> day of February, 2017

Electronically Signed:

Susanna Brown on behalf of SPOC: Sue Brown

Janet Phipps, on behalf of the State of Iowa: Janet E. Phipps

**[Table of Contents and Index will be revised after final contract language is determined]  
[Appendix A-1 to A-2 is replaced and revised as attached]**

## **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 – Bargaining Unit [Current contract language]

Section 2 – Delete

Sections 3 thru 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. On May 15, 2017 and May 15, 2018, 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.

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 with 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.

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.

~~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. [Delete entire current section A and instead insert] The present work schedules, including hours, assigned work days, and days off for Special Agent 1s shall be retained. This does not limit management's rights under Section 1 of this Article.

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**

### **SECTION 1 Wages**

Sections A thru C. [Current contract language]

D. On the first day of the pay period that includes July 1, 201~~5~~<sup>7</sup>, employees covered by this Agreement shall receive a two ~~and eighty-five one-hundredths~~ percent (2.085%) across-the-board pay increase. On the first day of the pay period that includes July 1, 201~~6~~<sup>8</sup>, employees covered by this Agreement shall receive a two percent (2.0%) 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. All new officers graduating from the DPS Academy who are permanently assigned to District 16 will be classified for pay purposes as Trooper 1. The regular compensation for Trooper 1 shall be pay grade 24. The classification Trooper 2 was created and includes officers graduating from the DPS Academy and assigned in any District except District 16 and Trooper 2's assigned to the personal security team for the Governor. Trooper 1's who are transferred or assigned from District 16 to any other State Patrol District on a permanent basis will be transferred to Trooper 2. The regular compensation for Trooper 2 shall be pay grade 29.

The Trooper 3 and Senior Trooper-Pilot classifications will consist of Trooper 2's and Trooper Pilots with fifteen (15) or more years of service as a peace officer with the Department of Public Safety; or Trooper 2's and Trooper-Pilots with thirteen (13) or more years of service as a peace officer with the Department of Public Safety with an associates degree; or Trooper 2's and Trooper-Pilots with eleven (11) or more years of service as a peace officer with the Department of Public Safety with a bachelors degree. Trooper 2's and Trooper Pilots will eligible to become Trooper 3 or Senior Trooper Pilot on the first pay period following attainment of any of the above conditions. The regular compensation for Trooper 3 shall be paygrade 79. The regular compensation for senior Trooper Pilot shall be paygrade 80. The employee will receive a two



percent (2.0%) increase upon moving to paygrade 79 and the employee's increase eligibility date will not be reset at that time. The employee will receive a two percent (2.0%) increase upon moving to paygrade 80 and the employee's increase eligibility date will not be reset at that time.

F. [Current contract language]

**SECTION 2 Health and Dental Insurance** [Current contract language]

**SECTION 3 Life Insurance** [Current contract language]

**SECTION 4 Insurance Premium Conversion, Dependent Care Spending Account and Health Care Spending Account** [Current contract language]

**SECTION 5 Holidays**

A. [Current contract language]

B. For those employees who are not regularly scheduled to work on weekends, if the a holiday enumerated above falls on Saturday, the preceding Friday shall be granted as the holiday, and if a the holiday falls on Sunday, the following Monday shall be granted as the holiday. However, if the employee is required to work on the actual holiday, the actual holiday shall replace the observed holiday. If an employee is required to work on both the observed holiday and on the actual holiday the actual holiday shall be compensated as the holiday and the observed holiday shall be considered a regular workday.

C. [Current contract language]

D. [Current contract language]

**SECTION 6 Paid Annual Leave of Absence (Vacation)** [Current contract language]

**SECTION 7 Family and Medical Leave** [Current contract language]

**SECTION 8 Sick Leave** [Current contract language]

**SECTION 9 Shift Differential** [Current contract language]

**SECTION 10 Higher Rank Allowance** [Current contract language]

**SECTION 11 Per Diem** [Current contract language]

**SECTION 12 Court Allowance** [Current contract language]

**SECTION 13 Clothing Maintenance Allowance**

The Department of Public Safety agrees to continue its present uniform policy together with existing cleaning allowances by paying a minimum of one hundred seventy five two hundred dollars (\$~~200.00~~~~175.00~~) semi-annually in December and June. Additionally, employees ~~of the Department of Natural Resources and employees~~ in non-uniformed divisions of the Department of Public Safety shall be paid have a clothing allowance of three five hundred

dollars (~~\$300.00~~~~\$500.00~~) ~~per years semi-annually in December and June~~ to be utilized for ~~purchasing ordering-clothing or for cleaning of existing-clothing~~. Employees of the Department of Natural Resources shall have a clothing allowance of five hundred dollars (\$500.00) per year to be utilized for ordering clothing. Additionally, employees of the Department of Natural Resources shall be paid one hundred dollars (\$100.00) annually on the first day of the pay period that includes July 1<sup>st</sup> to be used for cleaning and maintenance.

**SECTION 14 Referral Bonus (Department of Public Safety)** [Current contract language]

**SECTION 15 Deferred Compensation** [Current contract language]

## **ARTICLE X HEALTH AND SAFETY**

**SECTIONS 1-3** [Current contract language]

### **SECTION 4 Safety Committee**

There is hereby established a Safety Committee which will also function as the Departments' Labor/Management Committee. The Committee shall consist of the following bargaining unit representatives: one (1) Trooper, one (1) Conservation Officer, one (1) Park Ranger, one (1) Special Agent 2, and one (1) Fire Inspector ~~and one (1) Special Agent 1~~. Additionally, a Management representative from each of the respective organizational units, and the individual designated as the SPOC Quality Coordinator, and the Management representative designated as the Quality Coordinator of the Department of Public Safety will serve as members of the Committee. The Committee is established as a communications and discussion vehicle only and shall not have authority to bind either the Council or Management. Council representatives will be in pay status for all time spent in Committee meetings which are held during their regularly scheduled hours of employment.

## **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, ~~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.

### APPENDIX A-1

#### BIWEEKLY SALARY SCHEDULES

*Effective with Pay Period including July 1, 2017*

Classification	Minimum	Maximum
PARK RANGER	\$ 1,960.00	\$ 2,944.80
CONSERVATION OFFICER	\$ 1,960.00	\$ 2,944.80
SPECIAL AGENT 1	\$ 1,826.40	\$ 2,740.80
SPECIAL AGENT 2	\$ 2,221.60	\$ 3,340.00
FIRE INSPECTOR	\$ 1,907.20	\$ 2,865.60
TROOPER 1	\$ 1,623.20	\$ 2,436.80
TROOPER 2	\$ 1,984.00	\$ 2,983.20
TROOPER 3	\$ 2,024.80	\$ 3,043.20
TROOPER PILOT	\$ 2,065.60	\$ 3,104.80
TROOPER PILOT SENIOR	\$ 2,106.40	\$ 3,167.20

### APPENDIX A-2

#### BIWEEKLY SALARY SCHEDULES

*Effective with Pay Period including July 1, 2018*

Classification	Minimum	Maximum
PARK RANGER	\$ 1,999.20	\$ 3,004.00
CONSERVATION OFFICER	\$ 1,999.20	\$ 3,004.00
SPECIAL AGENT 1	\$ 1,863.20	\$ 2,796.00
SPECIAL AGENT 2	\$ 2,266.40	\$ 3,407.20
FIRE INSPECTOR	\$ 1,945.60	\$ 2,923.20
TROOPER 1	\$ 1,656.00	\$ 2,485.60
TROOPER 2	\$ 2,024.00	\$ 3,043.20
TROOPER 3	\$ 2,065.60	\$ 3,104.00
TROOPER PILOT	\$ 2,107.20	\$ 3,167.20
TROOPER PILOT SENIOR	\$ 2,148.80	\$ 3,230.40