

**SPOC INITIAL PROPOSAL
2025-2027 CONTRACT
December 5, 2024**

**ARTICLE I
AGREEMENT**

This Agreement made and entered into this 1st day of July ~~2023-2025~~ 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.

...
Chapter 20 of the Iowa Code.

**ARTICLE II
RECOGNITION AND UNION SECURITY**

SECTION 1 Bargaining Unit

The Employer recognizes the Council as the exclusive collective bargaining agent for public safety employees as listed below:

PUBLIC SAFETY UNIT

<u>Classification</u>	<u>Department</u>
Conservation Officer*	Natural Resources
Park Ranger*	Natural Resources
Special Agent 1	Public Safety
Special Agent 2	Public Safety
<u>Senior Special Agent</u>	<u>Public Safety</u>
Fire Inspector	Public Safety
Trooper 1	Public Safety
Trooper 2	Public Safety
Trooper 3	Public Safety
Trooper-Pilot	Public Safety
Senior Trooper-Pilot	Public Safety

**These job classification titles are used for clarification purposes only. Both classifications have equal peace officer authority as provided for in Chapter 97B, Sections 801.4, and 456A.13, and all other pertinent sections of the Code of Iowa.*

...
making the change.

SECTION 2-5
[Current Contract Language]

ARTICLE III

[Current Contract Language]

**ARTICLE IV
GRIEVANCE PROCEDURE**

SECTION 1-9

[Current Contract Language]

SECTION 10 Discipline and Discharge

. . . The Employer recognizes the Officers Bill of Rights (Iowa Code Section 80F.1). Nothing contained herein is intended to be in conflict with that statute and the parties recognize that the statute takes precedence. The parties agree that an officer shall be notified in writing when a formal investigation is commenced. The nature and origin of the charge will be provided in said notice. Should the investigation include an interview of the officer being investigated, then the officer and the Council shall receive a written summary of the investigation prior to the interview.

Prior to being interviewed, in either a criminal, civil or internal investigation, SPOC general counsel and the officer being interviewed, shall have a reasonable opportunity to review, in private, an unedited copy of that officer’s body-worn camera recording and in-car camera recording documenting the events of any encounter that will be addressed in the interview.

ARTICLE V-ARTICLE VI

[Current Contract Language]

**ARTICLE VII
TRANSFERS**

SECTION 1-2

[Current Contract Language]

SECTION 3 Filing Vacancies in the Department of Natural Resources

The Memorandum of Understanding contained in Appendix B of this Agreement which was entered into by the Parties on or about July 25, 2024 is hereby incorporated into the Agreement in its’ entirety.

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.

A. The Employer will review those requests on file from any ~~employee in the same classification as the vacancy~~ bargaining unit employee within the Department 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.~~

~~B.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.

~~C.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.

SECTION 4

Subsection A and B [Current Contract Language]

C. Should the vacancy be filled by an employee in a different job classification with a higher rate of pay . . . whichever is greater.

Should a Trooper 2 vacancy be filled by an employee in a Trooper 1 job classification, the employee shall receive step percentage increases, not to exceed 5 years, from the minimum of the Trooper 2 classification commensurate with their years of service ~~as a Trooper 1 since meeting the minimum qualifications of a Trooper 2~~. These step increases will be consistent with the provisions provided in Article IX, Section 1B.

Subsection D and E [Current Contract Language].

SECTION 5– SECTION 7

[Current Contract Language]

ARTICLE VIII HOURS OF WORK

SECTION 1 Work Schedules (General)

Work schedules are defined as an employee's assigned hours, days of the week, days off, and shift rotations. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per work period. Only time actually worked shall be considered for purposes of computing overtime eligibility.

In those departments where work schedules are posted, changes in such posted work schedules shall be made only to meet the operational needs of the service and shall not be made arbitrarily. Insofar as possible, a minimum of five (5) calendar days' notice will be provided to employees affected by a change in the posted work schedule. Said notice will include the reason for the change in work schedule with sufficient detail to establish that the change was neither arbitrarily made nor made in an effort to avoid the payment of overtime.

For those employees who are assigned to a 40-hour flex schedule, daily hours of work are to be determined at the discretion of the employee, based on current work load. Hours in excess of 40 hours per week shall be considered overtime. Employees who are assigned to a 40-hour flex schedule are eligible to volunteer for, work and be compensated for eligible overtime opportunities.

SECTION 2 State Troopers

A. Work Schedules

1) Road Trooper Schedule

Prior to May 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 and pilot Trooper 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 30th of the following year.

Option 1) Nine-Hour rotation. Under this option, the road Trooper and pilot Trooper work schedules shall be nine (9) hours in length.

Option 2) Ten-Hour rotation. Under this option, the road Trooper and pilot Trooper work schedules shall be ten (10) hours in length.

a. Nine-Hour Rotation. If the Nine-Hour rotation is selected in a district, then following that selection and prior to ~~June 1~~ May 1 of each calendar year, ~~each~~ that 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 30th 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, 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-~~0200-0100~~. 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.

b. Ten-Hour Rotation.

If the Ten-Hour rotation is selected in a district, then following that selection and prior to May 1 of each calendar year, that State Patrol District, facilitated by the District Lieutenant and the ISTA District Representative, shall conduct a vote by secret ballot of the road Troopers and pilots 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 and pilots in that district commencing on July 1st of that year through June 30th of the following year.

Option 1) is a two-week rotation. Schedules for those who bid Thursday/Friday days off shall be: five (5) days on, four (4) days off, three (3) days on, two (2) days off, five (5) nights on, four (4) days off, three (3) nights on, two (2) days off. Schedules for those who bid Monday/Tuesday days off shall be: five (5) days on, two (2) days off, three (3) days on, four (4) days off, five (5) nights on, two (2) days off, three (3) nights on, four (4) days off.

Option 2) is a four-week rotation. Schedules for those who bid Thursday/Friday days off shall be: five (5) days on, four (4) days off, three (3) days on, two (2) days off, five (5) days on, four (4) days off, three (3) days on, two (2) days off, five (5) nights on, four (4) days off, three (3) nights on, two (2) days off, five (5) nights on, four (4) days off, three (3) nights on, two (2) days off. Schedules for those who bid Monday/Tuesday days off shall be: five (5) days on, two (2) days off, three (3) days on, four (4) days off, five (5) days on, two (2) days off, three (3) days on, four (4) days off, five (5) nights on, two (2) days off, three (3) nights on, four (4) days off, five (5) nights on, two (2) days off, three (3) nights on, four (4) days off.

Each Road Trooper following a ten-hour schedule shall bid days off by seniority in the following manner. By May 1st each year, each district which will be following the 10-hour schedule in the next year shall post a shift bidding list. The available days off will consist of either Monday/Tuesday or Thursday/Friday. The list will designate spots as close to equal in each of the available days off rotations for officers who are in the following specialties: Tac Team, Technical Investigators, Crisis Negotiators and Canine Officers. The bidding list shall be posted seven days prior to the commencement of the bidding process. Prior to May 8 of each year, starting with the most senior officer in the district, a Trooper will have 3 hours to select his or her shift. The Trooper may make his or her bid by phone, e-mail, text or personal contact. Employees who fail to designate their days off by the end of the 3-hour period will have their days off assigned by the district Lieutenant or his or her designee. The bid will then continue to the next-senior Trooper until all of the spots have been filled in. The final list of days off, as well as the shift rotation will be posted by May 15th and take effect July 1st. Shift rotation (other than days off) will be assigned by Management. For the purposes of bidding days off only, seniority shall be determined by the length of time served as a sworn officer employed by the Department of Public Safety (including any time spent employed as a sworn officer by the Department of Transportation). If a road Trooper joins the district or changes his or her specialties during the year, Management will assign that Trooper to a schedule at their discretion until the next shift bidding period arises.

Troopers on permanent midnight shifts will pick days off by seniority among other permanent midnight Troopers in their interstate coverage area, whether by district or several districts.

Day shift hours shall be between 0500-1600. Night shift hours shall be between 1400-0100. Midnight shift hours shall be between 2000-0700.

Employees will be required to take leave equivalent to the number of scheduled hours.

2) Specialty Trooper Schedules

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, and Trooper-Pilots shall be retained.

3) Commercial Motor Vehicle Unit Troopers ~~Motor Carrier Safety Assistance Program~~

~~Troopers Motor Carrier Safety Assistance Program Troopers schedules shall retain their current schedules through September 30, 2023. If additional employees are moved into the bargaining unit through legislation passed prior to July 1, 2023, the Parties agree to meet and negotiate in good faith concerning affected employees' schedules. If legislation does not pass prior to July 1, 2023, Motor Carrier Safety Assistance Program Troopers shall retain their current schedules for the term of this Agreement.~~

Troopers assigned to the Commercial Motor Vehicle Unit ("CMVU") shall work ten (10) hours per day and follow a 42-day rotation. They shall have set days off, work one weekend every six weeks, and work five weeks of days and one week of nights. Each CMVU Area

shall bid for their rotation of days off. This bid will be done by seniority. All Troopers assigned to the CMVU unit will work on every Tuesday. Schedules for CMVU will be:

five (5) days off; five (5) nights on; three (3) days off; three (3) days on; three (3) days off; five (5) days on; three (3) days off; four (4) days on; two (2) days off; three (3) days on; two (2) days off; four (4) days on (weekend); repeat.

Each CMVU Trooper following a ten-hour schedule shall bid days off by seniority in the following manner. By May 1st each year, each CMVU area shall post a shift bidding list. The list will designate spots as close to equal in each of the available days off rotations for officers who are in the following specialties: Tac Team, Technical Investigators, Crisis Negotiators and Canine Officers. The bidding list shall be posted seven days prior to the commencement of the bidding process. Prior to May 8 of each year, starting with the most senior officer in the area, a Trooper will have 3 hours to select his or her shift. The Trooper may make his or her bid by phone, e-mail, text or personal contact. Employees who fail to designate their days off by the end of the 3-hour period will have their days off assigned by the District Lieutenant or his or her designee. The bid will then continue to the next-senior Trooper until all of the spots have been filled in. The final list of days off, as well as the shift rotation will be posted by May 15th and take effect July 1st . Shift rotation (other than days off) will be assigned by Management.

For the purposes of bidding days off only, seniority shall be determined by the length of time served as a sworn officer employed by the Department of Public Safety (including any time spent employed as a sworn officer by the Department of Transportation). If a CMVU Trooper joins the area or changes his or her specialties during the year, Management will assign that Trooper to a schedule at their discretion until the next shift bidding period arises.

CMVU Trooper day shift hours shall be between 0500-1600. Night shift hours shall be between 1300-0100. Midnight shift hours shall be between 2000-0700. Weekend shift hours shall be between 1000-2400.

4) Full-time Technical Collision Reconstructionist Schedule

State Troopers assigned as a full-time Technical Collision Reconstructionist assigned to the District Field Office shall work a 40-hour flex schedule. Hours worked in excess of 40 hours per week shall be considered overtime. ~~For full-time Technical Collision Reconstructionist assigned to a District office, hours worked in excess of assigned shifts or hours worked less than a full shift on a regularly scheduled day off shall be considered overtime.~~ Overtime calculated as set forth in this paragraph shall be compensated in accordance with subsection B below.

5) CMVU Training Officer and CMVU Audit Officer Schedule

State Troopers assigned as a full-time CMVU Training Officer or a CMVU Audit Officer shall work a 40-hour flex schedule. Hours worked in excess of 40 hours per week shall be considered overtime. Overtime calculated as set forth in this paragraph shall be compensated in accordance with subsection B below.

6) Senior Troopers Hours

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.

7) Post 16 Trooper Schedules

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.

8) Straight Midnight Shifts

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 days off rotation for that district or Zone. 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 nine (109)~~ one hundred twenty-nine (129) 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)~~ one hundred twenty (120) 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 ~~forty (40)~~ sixty (60) hours of banked compensatory time not taken by June 1st or December 1 of each year, may be converted at the current hourly rate of pay for the employee involved and paid for in cash, at the Employee's discretion. Employees may request pay out on both June 1 and December 1 of each year. Any compensatory time requested to be paid out by June 1 or December 1, shall be paid the last pay period of the fiscal or calendar year, respectively. Compensatory time above ~~one hundred (100)~~ one hundred twenty (120) 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 3-5
[Current Contract Language]

SECTION 6 Special Agent 2s

Special Agent 2s shall work a 40-hour flex schedule.

A. Overtime
Hours worked in excess of forty . . .

SECTION 7 Fire Inspectors
[Delete Section 7, Renumber the current Section 8, 9, 10 to Section 7, 8 and 9, respectively]

SECTION 7 8 Canine Corp

Each State Trooper canine handler will work a 5-3, 5-3, 5-3, 5-3 work schedule of nine (9) hours, consistent with other State Troopers. Each ~~Fire Inspector and~~ Special Agent 2 canine handler will work a schedule consistent with other ~~Fire Inspectors and~~ Special Agent 2s. Each handler will be compensated for the actual time spent in the routine care and maintenance for his or her assigned animal. No overtime or compensatory time pay will be granted during the performance of the canine handler's normal and routine schedule, without supervisory approval. Each handler is expected to provide appropriate care and maintenance for the assigned animal on non-duty days, and on such days each State Trooper handler shall receive cash payment for forty (40) minutes at time and one half (1½) per hour for such routine care and maintenance of his or her assigned animal. Each ~~Fire Inspector and~~ Special Agent 2 canine handler shall receive cash payment for forty (40) minutes at time and one half (1½) per hour on any leave days for such routine care and maintenance of his or her assigned animal. Where the non-duty day is also a holiday, the handler will receive compensation as outlined in this paragraph in addition to holiday compensation as provided for in this Agreement. When the canine handler is called out for canine activities during other than normal duty hours, such compensation will be paid in accordance with applicable provisions of this Agreement.

SECTION 8 9 Call-Back Time

Employees (~~except for Park Rangers living in State provided housing and Special Agent 2s~~) who are off-duty and called back to work by the Employer shall be guaranteed a minimum of two (2) hours of work time or actual hours worked, whichever is greater.

SECTION 9 10 Compensatory Time Payout

The Employer reserves the right to require employees to take earned compensatory time as a cash payment at the time of transfer between job classifications, Divisions or assignments within a

Division. The cash payment shall be calculated at the employee's rate of pay at the time of transfer from the classification in which the compensatory time is earned.

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~~, July 1, 2025, employees covered by this Agreement shall receive a ~~six and one half percent (6.5%)~~ eight and one half percent (8.5%) across the board pay increase. On the first day of the pay period that includes ~~July 1, 2024~~, July 1, 2026, employees covered by this Agreement shall receive a ~~six and one half percent (6.5%)~~ eight and one half percent (8.5%) across the board increase.

Additionally, on the first day of the pay period that includes July 1, 2023, the minimum of the Trooper 1 classification shall be raised by an additional four percent (4.0%). Incumbent Trooper 1s who are below the minimum shall have their pay adjusted to the new minimum of the classification as of that date. (This language is in our current contract.)

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.

F. The Trooper 3 and Senior Trooper-Pilot classification will consist of Trooper 2's and Trooper-Pilots with ~~fifteen (15)~~ twelve (12) 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)~~ ten (10) 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)~~ eight (8) 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 be eligible to become Trooper 3 or Senior Trooper-Pilot on the first pay period following the attainment of any of the above conditions. The regular compensation for Trooper 3 shall be pay grade 79. The regular compensation for Senior Trooper-Pilot shall be pay grade 80. The employee will receive a two percent (2%) increase upon moving to pay grade 79 and the employee's increase eligibility date will not reset at that time. The employee will receive a two percent (2%) increase upon moving to pay grade 80 and the employee's increase will not be reset at that time.

G. The Senior Special Agent 1 and Senior Special Agent 2 classification will consist of Special Agents with twelve (12) or more years of service as a peace officer with the Department of Public Safety; or Special Agents with ten (10) or more years of service as a peace officer with the Department of Public Safety with an associates degree; or Special Agents with eight (8) or more

years of service as a peace officer with the Department of Public Safety with a bachelors degree. Special Agent 1s and Special Agent 2s will be eligible to become Senior Special Agent 1 or Senior Special Agent 2 on the first pay period following the attainment of any of the above conditions. The regular compensation for Senior Special Agent 1 shall be pay grade X. The regular compensation for Senior Special Agent 2 shall be pay grade Y. The employee will receive a one percent (1%) increase upon moving to pay grade X and the employee's increase eligibility date will not reset at that time. The employee will receive a one percent (1%) increase upon moving to pay grade Y and the employee's increase eligibility date will not reset at that time.

~~Effective July 1, 2021 the regular compensation for a Fire Inspector shall be pay grade 29. Upon moving to pay grade 29, the employee's increase eligibility date will not be reset.~~

H. Bargaining unit members of the Department of Public Safety shall be paid longevity in accordance with Iowa Code §80.6.

SECTION 2 Health and Dental Insurance

[Current Contract Language]

SECTION 3 Life Insurance

[Current Contract Language]

SECTION 4 Insurance Premium Conversion

[Current Contract Language]

SECTION 5 Holidays

[A, B, C, D: Current Contract Language]

- E. Conservation Officers may make a request for a one (1) time lump sum cash payout once per fiscal year for up to but not to exceed forty (40) hours of banked holiday time.
- F. During a week which encompasses a holiday, if the full-time Technical Reconstructionist is required to work on a Saturday or Sunday as the result of a call-out or self-dispatch with supervisory approval, those holiday hours shall be considered hours worked for the purposes of calculating overtime.
- G. Special Agent 2's are eligible to bank up to 72 hours covering the nine (9) scheduled paid holidays listed above in Section A. Holiday Bank is defined as 'banked hours' that are earned if a Special Agent elects to work straight time on a Holiday. If a Special Agent elects to work a schedule holiday, they will earn 8 hours of straight time that will go into their Holiday Bank. This time must be used within one (1) calendar year from the date of the Holiday. Time shall lapse if not used within the subsequent twelve (12) month period from the date the Holiday Bank Time was earned.

Special Agent's may observe the scheduled Holidays as listed above in Section A for straight time or may elect to work the holiday for a straight hourly wage and bank the time to be used within one calendar year of the worked holiday. A Special Agent wishing to use hours from

their Holiday Bank shall request the time off from their immediate supervisor. Holiday Bank Time may be utilized in one (1) hour increments. Holiday Bank Time be taken at the request of the employee with the approval of the immediate supervisor. Such approval shall not be unreasonably withheld. Special Agent shall not be eligible for holiday pay during any period of leave of absence without pay.

In the event a Special Agent is required to work a previously approved Holiday Bank Time Off, for a Call-Out, or Self-Dispatch with Supervisor approval, any hours worked on the scheduled Holiday, or the pre-approved Holiday Bank Day shall be paid at the rate of one and one half (1 ½) times the hours worked.

SECTION 6 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

1. Permanent full-time employees shall begin earning annual leave on their first day in pay status. After completion of the first six (6) months in a permanent position, employees are eligible for and shall be granted annual leave based on their seniority date as follows:

Annual leave shall be based upon the date of hire and accrue at the rate of eighty (80) hours each year for a full year of service during the first four (4) years of service; one hundred twenty (120) hours each year for a full year of service during the next seven (7) years of service; one hundred sixty (160) hours each year for a full year of service after eleven (11) years of service; one hundred seventy-six (176) hours each year for a full year of service after nineteen (19) years of service; and two hundred (200) hours each year for a full year of service after twenty-four (24) years of service.

2. Annual leave may be accumulated to twice the annual entitlement.

3. Annual leave credits in any given year shall not be earned for any period of absence without pay.

4. Should an employee lose annual leave due to delayed reporting of annual leave taken before the employee's annual leave reaches maximum entitlement, the annual leave lost shall be restored to the employee's annual leave entitlement.

5. Employees may convert ~~up to fifty (50) hours of~~ accrued vacation at a rate of ~~one (1) hour 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 conversion 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 or employees who separate with at least twenty-two (22) years of service may convert: 1) any or all vacation hours; and/or 2) any or all holiday compensatory hours and/or 3) any or all ~~up to 100~~ hours of compensatory hours to sick leave at a conversion rate of one (1) hour for one (1) hour.

B-D: [Current Contract Language]

SECTION 7 Family and Medical Leave

[Current Contract Language]

SECTION 8 Sick Leave

A. Accrual.

1. All permanent full-time bargaining unit employees of the State shall accrue sick leave at the rate established by the following chart:

Hours of Accrued	
<u>Sick Leave</u>	<u>Rate of Accrual</u>
0-2000	8 hours/month
2000-2500	6 hours/month
2500 and up	4 hours/month

2. Employees may convert ~~up to fifty (50) any~~ hours of accrued vacation at a rate of ~~two (2) hours one (1) hour~~ of vacation for one (1) hour of sick leave pursuant to Article IX, Section 6 (A)(5).

Sick leave shall not accrue during any period of absence without pay. If an employee's hours of accrued sick leave drop to a lower category as established by the chart above, the employee shall earn sick leave at the appropriate accrual rate for that category.

B. Utilization of Sick Leave

[Current Contract Language]

C. Cancellation of Sick Leave

Separation from State service, except upon retirement, or if the employee has at least 22 years of service at the time of separation, shall cancel all unused accumulated sick leave. However, when an employee is laid off, any unused accumulated sick leave shall be restored, provided the employee is re-employed by any agency of the State within one (1) year.

D. Use of Sick Leave Upon Retirement or Separation after 22 years of Service

Upon retirement, including disability retirement, or separation from employment as long as the employee has at least twenty-two (22) years of service; employees shall receive credit for all unused sick leave as follows: Accumulated, unused sick leave in both the active and banked sick leave accounts shall be converted at current value and credited to the employee's account for the purpose of paying the cost of the monthly premiums of a health insurance and/or life insurance policy. Upon written authority from or upon the death of a retired employee, or upon the death of an active employee, the spouse or surviving spouse shall be entitled to the value of the sick leave bank in both the active and banked sick leave accounts as converted in the previous paragraph for the purpose of paying the cost of monthly premiums of a health insurance and/or life insurance policy for the employee's spouse or dependents. If the employee separates from the department with at least 22 years of service,

that employee may direct that the accumulated sick leave be held in the sick leave bank for the employee to use when they reach age 55, instead of beginning to use the balance immediately, regardless of whether the employee begins to receive retirement benefits immediately or waits until a later date to begin to receive retirement benefits.

E. ~~F.~~ Conversion Rights
[Current Contract Language other than renumbering]

F. ~~G.~~ Work-Related Injuries
[Current Contract Language other than renumbering]

G. ~~H.~~ Disability
[Current Contract Language other than renumbering]

SECTION 9 Shift Differential

A. The following language will apply to all bargaining unit employees except State Troopers.

The Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of ~~ninety cents (\$0.90)~~ one dollar (\$1.00) per hour for any ~~regularly scheduled shift hours worked~~ of which ~~four (4)~~ one (1) or more hours occur between 6:00 p.m. and midnight.

For any ~~scheduled shift hours worked~~ in which one (1) or more hours fall between midnight and 7:00 a.m., the Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of ~~one dollar (\$1.00)~~ one dollar and fifty cents (\$1.50) per hour for all hours worked on that shift. ~~Employees shall not be eligible for shift differentials pursuant to this Section as a result of an extension of their regular work day into a shift differential period.~~

For any hours worked in which one (1) or more hours fall between Friday at 4:00 P.M. and Monday 6:00 A.M., the Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of one dollar (\$1.00) per hour for all hours worked on that shift.

B. The following language will apply to State Troopers only:

For any shift worked in which four (4) or more hours fall between 6:00 p.m. and midnight, the Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of ~~ninety cents (\$0.90)~~ one (\$1.00) per hour for all hours worked on that shift.

For any shift worked in which four (4) or more hours fall between midnight and 7:00 am, the Employer agrees to pay, in addition to the employee's regular hour rate, a shift differential of ~~one dollar (\$1.00)~~ two dollars (\$2.00) per hour for all hours worked on that shift.

SECTION 10 Higher Rank Allowance

[Current Contract Language]

SECTION 11 Per Diem

A. ~~In lieu of a daily per diem allowance on non-travel days of \$10 per day on July 1, 2025, three thousand dollars (\$3,000) shall be added to the base wage of paid to all SPOC employees covered by this Agreement, who work 4 or more hours on that day. A second per diem allowance of \$10 per day shall be paid to all SPOC employees who work 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. If in travel status, SPOC covered employees 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.

C. Other than meal expenses previously covered by a daily per diem, Employees of DNR shall receive reasonable and actual expenses incurred in the performance of their duties and shall have no annual ceiling. The Employer retains the right to establish reasonable guidelines, rules and regulations governing expense reimbursement.

SECTION 12 Court Allowance

[Current Contract Language]

SECTION 13 Clothing Maintenance Allowance

[Current Contract Language]

SECTION 14 Referral Bonus

[Current Contract Language]

SECTION 15: Deferred Comp

"For employees eligible for Internal Revenue Code Section 457, deferred compensation, the State agrees to match employee contributions on the basis of one dollar (\$1.00) for each one dollar (\$1.00) contribution, to a maximum Employer contribution of ~~seventy five (\$75.00)~~ one hundred fifty dollars (\$150) per month."

SECTION 16: Parental Leave

~~"If the Iowa Code is amended to allow the use and/or accrual of paid parental leave by bargaining unit members, the provisions of this Agreement will be modified to reflect the changes in law and permit the use and/or accrual of such leave by employees, as permitted by law."~~

An employee may use paid parental leave to take paid time away from work for the birth or adoption of a child under 18 years old. Paid parental leave, under this section, provides for 100% of covered base pay (plus longevity if any) for regularly scheduled hours for eight (8) weeks for the birthing parent and six (6) weeks for non-birthing parent(s). If both parents are eligible employees, each will receive the leave benefit in accordance with this section.

Paid parental leave shall be used in no less than one (1) week increments and will run concurrently with approved leave under the contract provisions regarding FMLA leave. Paid parental leave shall not reduce the eligibility for other types of paid and unpaid leaves such as sick leave, vacation, compensatory time, and holiday time. When the paid parental leave time has ended, the employee may have the opportunity to utilize any other accrued paid time off for the remainder of the approved FMLA leave in accordance with the Department's FMLA policy. Any unused time under this paid parental leave agreement will be forfeited.

Circumstances Not Eligible for Paid Parental Leave: Employees in any of the following circumstances are not eligible for Paid Parental Leave under this section of the contract:

- Surrogate mothers who do not maintain parental rights
- Biological parents with no parental rights or where the child is no longer in the parent's custody (child placed for adoption)
- Sperm donors
- Miscarriage or death of child
- Being named guardian of a child
- Entering into a foster parent agreement
- Adopting a spouse's child
- Employees who are on one of the following leaves: Administrative (paid or unpaid), long term disability, or military leave.

ARTICLE X HEALTH AND SAFETY

SECTION 1-SECTION 2

[Current Contract Language]

SECTION 3 Special Equipment

A. [Current Contract Language]

~~B. All Fire Inspectors shall have access to the equipment necessary to perform their assigned duties. Equipment that is not issued to each Fire Inspector will be available on a check-out basis from the Department. Each office maintained by the Division shall be provided with copies of the sections of the National Fire Protection Association (NFPA) Codes which are applicable to Iowa as required by the Iowa Code.~~

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 and one (1) Special Agent 2; ~~and one (1) Fire Inspector~~ . . .

SECTION 5-SECTION 6

[Current Contract Language]

ARTICLE XI-XIII [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~~, 2025 and terminating on June 30, ~~2025~~ 2027. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled.