

**State of Iowa’s Initial Proposal
December 19, 2024 – 10:00 a.m.
Collective Bargaining Agreement Between the State of Iowa and the State Police Officers Council for the
period from July 1, 2025, through June 30, 2027.**

Note: Throughout the course of these negotiations, the State reserves the right to add to, delete from, and/or revise this proposal. Unless expressly addressed herein, the State proposes continuation of the contract language from the 2023-2025 Collective Bargaining Agreement between the parties.

ARTICLE I AGREEMENT

This Agreement made and entered into this 1st day of July 202~~5~~³ 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

It is the intent and purpose of the parties hereto that this Agreement constitutes an implementation of the provisions of Chapter 20 of the Iowa Code, consistent with the legislative authority contained therein.

The parties do hereby acknowledge that this Agreement represents an amicable understanding reached by the parties as the result of the unlimited right and opportunity of the parties to make any and all demands with respect to the subjects of bargaining as set forth in 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
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.*

Employees excluded from the public safety bargaining unit are all managerial, supervisory, confidential, part-time and all other employees of the State of Iowa.

The Employer will provide the Council thirty (30) days advance notice of the establishment of any new peace officer classifications, or any changes in the present peace officer classifications. The parties will review all such

new or changed classifications. If unable to reach agreement as to their inclusion or exclusion from the bargaining unit, they shall submit such new or changed classifications to the Iowa ~~Public~~-Employment Appeal Relations Board (EAB). The Employer agrees to furnish forty-five (45) days advance notice to affected employees of any permanent changes in job classifications. Such notification shall be for informational purposes only and shall not prevent the Employer from making the change.

SECTIONS 2 through 5

[CURRENT CONTRACT LANGUAGE]

**ARTICLE III
MANAGEMENT RIGHTS**

[CURRENT CONTRACT LANGUAGE]

ARTICLE IV GRIEVANCE PROCEDURE

SECTION 1 Definition

[CURRENT CONTRACT LANGUAGE]

SECTION 2 Right of Representation

[CURRENT CONTRACT LANGUAGE]

SECTION 3 Procedure

[CURRENT CONTRACT LANGUAGE]

Step 1

[CURRENT CONTRACT LANGUAGE]

Step 2

[CURRENT CONTRACT LANGUAGE]

Step 3

[CURRENT CONTRACT LANGUAGE]

Step 4

Grievances which have not been settled under the foregoing procedure may be appealed to arbitration via DAS within twenty- one (21) calendar days from the date of the answer in Step 3, or the grievance will be considered ineligible for appeal to arbitration. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Step 3 answer without prejudice or precedent in the resolution of future grievances. The issue, together with the Section(s) alleged violated, as stated during Step 3 shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing.

Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one (1) arbitrator. Upon receipt of the list of five arbitrators from EAB ~~PERB~~, the parties shall strike arbitrators until one remains in alternating fashion. SPOC shall strike first and third. The State shall strike second and fourth. The striking of arbitrators shall be commenced within two weeks of the receipt of the list of arbitrators. Striking may be done in a meeting, by phone, or email. If the parties strike arbitrators in a meeting or by phone then the parties shall strike until an arbitrator is selected.

Striking-by Email: If the parties strike by email then each party shall have twenty-four (24) hours to strike after receipt of email notice that the other party has struck. If either party fails to strike an arbitrator within twenty-four (24) hours of email notice then the other party shall provide email notice to the parties' designated representative of said failure. If a party fails to strike within twenty- four (24) hours of the receipt of email notice by its designated

representative then the party shall lose its turn to strike. The

designated representative for DAS is DAS General Counsel. The designated representative for SPOC is its President. The parties shall then continue to strike in an alternating fashion unless a party again fails to abide by the timelines set herein.

The cost of the arbitrator and expenses of the hearing will be shared equally by the parties. A court reporter may be requested by either party and shall be paid by the requesting party. Both parties may agree to share the expenses of a court reporter. Except as hereinafter provided, each of the parties shall bear the cost of their own witnesses.

Arbitration decisions must be rendered within thirty (30) calendar days of the close of the record. The arbitrator will have no authority to add to, subtract from, alter, amend or modify any provisions of this Agreement or impose on either the Employer or the Council any limitation or obligation not specifically provided for under the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties of this Agreement, provided such decision does not exceed the arbitrator's jurisdiction or authority.

The Employer shall have the option of selecting the location of one (1) disciplinary arbitration each year of this Agreement. All other arbitrations shall be held in Des Moines unless otherwise mutually agreed.

The parties will attempt to give priority to grievances involving discharge from employment.

SECTIONS 4 through 12

[CURRENT CONTRACT LANGUAGE]

ARTICLE V SENIORITY

[CURRENT CONTRACT LANGUAGE]

ARTICLE VI LAYOFF PROCEDURE

[CURRENT CONTRACT LANGUAGE]

ARTICLE VII TRANSFERS

SECTION 1 Transfer Requests

[CURRENT CONTRACT LANGUAGE]

SECTION 2 Vacancies

[CURRENT CONTRACT LANGUAGE]

SECTION 3 Filling Vacancies in the Department of Natural Resources

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 bargaining unit employee in the Department ~~same classification as the vacancy~~ 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.~~

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.

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 Filling Vacancies in the Department of Public Safety When a vacancy is created in a Department of Public Safety bargaining unit, the Employer agrees to provide electronic notification 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, c) location, and (d) the position description questionnaire (PDQ).

A. The Employer will review those requests on file from any sworn Department of Public Safety employee who has indicated an interest in the specific assignment, shift or location of the vacancy.

At the time of execution of the changes in contract language to this provision, the Employer will adopt changes to the established policy defining the transfer selection process for filling vacancies agreed to by SPOC and consistent with this article. The parties agree that this policy is a mandatory subject of bargaining.

If an 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~~ **seven (7) calendar** days in which to decline the offer.

B. The Employer agrees that an employee whose transfer request was denied may challenge a transfer selection on the basis that the transfer selection policy was not followed and/or an impermissible transfer consideration, as defined by Department policy, was considered in making the selection. Any challenge shall be in accordance with provisions of Article IV.

C. 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 **adjusted to the maximum rate for the assigned job class. In the event an employee is involuntarily reassigned for reasons other than a layoff or reduction in force, 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.

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 since meeting the minimum qualifications of a Trooper 2. These step increases will be consistent with the provisions provided in Article IX, Section 1B.

- 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, the Department may grant a new hire a rate in excess of the minimum established by the salary schedules, if and only if the Department simultaneously increases the salary of any current member of the bargaining unit who is in the same classification and who has the same or more years of service in law enforcement. A written record of the justification for the advanced rate will be retained by the Department and made available upon request.
- E. The Department shall not hire a non-SPOC eligible employee for a vacancy unless the Department has first exhausted all internal processes for filling a vacancy set forth above and in the DPS Transfer Policy updated at the execution of this part of the Agreement.

SECTIONS 5 through 7

[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. 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, 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, and Trooper Pilots shall be retained.~~

~~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.~~

State Troopers assigned as a full-time Technical Collision Reconstructionist assigned to the District Field Office, **Technical Accident Investigators assigned to Headquarters, Public Resource Officers, Vehicle Theft Officers, and Trooper-Pilots** 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, **Technical Accident Investigators assigned to Headquarters, Public Resource Officers, Vehicle Theft Officers, and Trooper-Pilots**, 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.

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 Commercial Motor Vehicle Unit (CMVU) 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) days on, three (3) days off, five (5) nights on, three (3) nights off.

Day shift hours shall be between 0600-1700. Night shift hours shall be between 1300-0200 as determined by mutual agreement of the trooper and their supervisor. If not mutually agreed, the standard night shift hours shall be from 1400-2300. Midnight shift hours shall be between 2100-0700. With mutual agreement between a trooper and their supervisor, an employee may change their night shift hours to midnight hours on any particular shift. 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.

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

Troopers assigned to CMVU Training Team and New Entrant Safety Auditors shall work a 40-hour flex schedule. Hours worked in excess of 40 hours per week shall be considered overtime. For CMVU Training Team and New Entrant Safety Auditors, hours worked in excess of assigned shifts or hours worked less than a full shift on a regularly scheduled day off shall not be considered overtime except as defined above. Overtime calculated as set forth in this paragraph shall be compensated in accordance with subsection B below.

With the exception of emergency need, CMVU 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 CMVU 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.

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 CMVU Trooper work schedule. The request will be in writing, detailing a specific stated purpose, needs and expectations. Such requests will be approved by the affected 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 Employer and Council agree that by October 1, 2023, the parties will create a pilot study group to review a ten-hour schedule for state troopers.~~

B. Overtime
[CURRENT CONTRACT LANGUAGE]

C. Compensatory Time
[CURRENT CONTRACT LANGUAGE]

D. Standby Time
[CURRENT CONTRACT LANGUAGE]

SECTION 3 Conservation Officers

A. Work Schedules

Conservation Officers 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 receive two weekend days off per month during peak activity months. All other weekend days in a peak activity month shall be worked by the employee. Employees 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 weekend, including a major holiday weekend off if mutually agreed upon by both employee and Employer. Employees shall work a minimum of four (4) weekend days in a non-peak activity month. For Conservation Officers, the non-peak activity months shall include at least six (6) months a year as determined by the supervisor.

For purposes of this section, weekend day is defined as a Saturday or a Sunday.

Notwithstanding this section 3.A, during the term of this Agreement, the Parties agree to a pilot study scheduling program that would allow Conservation Officers, when requested by the employee and approved by their supervisor, to work a schedule of a four (4) day work week with three (3) days off. In order to be approved by the supervisor, the four (4) work days shall consist of four (4) ten-hour workdays including scheduled workdays of Friday, Saturday, and Sunday each week. Employees shall not be allowed to change their schedule without supervisor approval.

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 14-day work period. Compensatory time 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 eighty-six (86) hours in a fourteen (14) day work period. The employer recognizes the ability of the employee to adjust their hours during the 14-day work period to equal at least 80 hours. There shall be no requirement that the employee account for any set amount of hours in any time period less than 14 days.

C. Compensatory Time

Employees may be allowed to bank no more than one hundred nine (109) hours of earned compensatory time. Earned compensatory time, not to exceed the first eighty (80) hours, shall be taken at the employee's discretion as either cash or compensatory time. All hours in excess of eighty (80) hours up to one hundred nine (109) hours shall be compensated in compensatory time or cash at the discretion of the Employer. Earned compensatory time in excess of one hundred nine (109) hours shall be compensated in cash. When the Employer requires an employee to take earned compensatory time, such time shall be taken in increments of at least eight (8) hours.

On March 31 of each fiscal year, Conservation Officers shall not have over eight (8) hours of banked compensatory time. However, an employee may have more than eight (8) hours of compensatory time banked on March 31 if approved in writing by the supervisor and if the overage was caused by an extenuating circumstance. An extenuating circumstance shall be a situation or an incident which caused an abnormal compensatory time accrual with no opportunity for the Conservation Officer to utilize the overage prior to March 31. On April 1 of each fiscal year, the Employer shall convert any unused compensatory time into cash at the employee's current hourly rate of pay.

Once per fiscal year and prior to April 1st of each fiscal year, an employee may request a lump sum cash payout of up to eighty (80) hours of compensatory time. The cash payout will be calculated at the employee's current hourly rate of pay at the time of the request.

~~Earned compensatory time, not to exceed the first eighty (80) hours, shall be taken at the employee's discretion as either cash or compensatory time. All hours in excess of eighty (80) hours shall be compensated in compensatory time or cash at the discretion of the Employer.~~

~~The employee may make a request for a one (1) time lump sum cash payout for those hours earned up to eighty (80) hours, once per fiscal year as long as the request is made by the last day of the last pay period of the fiscal year in which the time was earned. The cash payout will be calculated at the current hourly rate of pay for the employee. All hours not requested by the deadline shall be compensated in compensatory time or cash at the Employer's discretion.~~

~~A one-time exception shall allow employees who receive their one-time lump sum cash payout for compensatory time during the period from July 1, 2023, through September 1, 2023, to receive a second lump sum cash payout of up to eighty (80) hours in order to account for the transition from September 1 to the last day of the last pay period of the fiscal year.~~

~~When the Employer requires employees to take earned compensatory time, such time shall be in increments of at least eight (8) hours.~~

~~Earned compensatory time not paid for by the Employer or used by the employee by the last day of the last pay period of the fiscal year, shall be converted at the current hourly rate of pay for the employee and paid for in cash. Conservation Officers shall not have over 8 hours of compensatory time banked on the last day of the last pay period of the fiscal year of each year, unless the employee has obtained prior approval by their supervisor.~~

~~Conservation Officers with an overage (more than 8 hours) of compensatory time by the last day of the last pay period of the fiscal year, which was caused by extenuating circumstances will be paid out the balance over 8 hours at their hourly rate. An extenuating circumstance shall be a situation or incident which caused an abnormal compensatory time accrual, with no opportunity for the Conservation Officer to utilize the overage prior to the last day of the last pay period of the fiscal year. These abnormal accruals must be approved by the Conservation Officer's supervisor.~~

~~For purposes of this Section, the Employer agrees to not restrict accrual of compensatory time solely for the purpose of avoiding payment of compensatory time as provided herein.~~

D. Premium Pay

~~Conservation Officers shall receive four percent (4%) annual premium pay in addition to the employee's regular pay as compensation for weekends worked, for the lack of shift differential.~~

Conservation Officers shall be eligible for shift differential in accordance with Article IX, § 9 of this Agreement.

SECTIONS 4 through 6

[CURRENT CONTRACT LANGUAGE]

~~SECTION 7 Fire Inspectors~~

~~A. Work Schedules~~

~~The present Monday through Friday work schedules for Fire~~

~~Inspectors shall be retained unless prior notification is provided to the Council in accordance with Section 1 above.~~

~~B. Overtime~~

~~Hours worked in excess of forty (40) hours in a work week shall be considered overtime. Payment shall be made in either cash or compensatory time or a combination thereof at the discretion of the Employer.~~

~~The rate of payment shall be either one and one half (1½) times the employee's current hourly wage (overtime) or one and one half (1½) times the number of overtime hours worked (compensatory time).~~

~~C. Compensatory Time~~

~~Compensatory time shall be taken at the request of the employee in at least two (2) hour increments with the approval of the Employer. At the end of each quarter, compensatory time can be converted at the current hourly rate of pay and paid for in cash, at the employee's discretion. All compensatory time not taken by the employee by the last pay period of the fiscal year shall be paid in cash.~~

~~D. Standby Time~~

~~Employees required to be on standby will be given thirty (30) days advance notice whenever possible. Standby time, when assigned, will be in increments of one (1) week with employees receiving eight (8) hours of compensatory time for each full week of standby duty. The Employer agrees that employees will not be assigned to standby duty more often than once every two (2) weeks. Employees who are not on standby status and cannot be contacted shall not be disciplined or discriminated against due to their being unavailable. However, if an employee is contacted, he or she shall be expected to report for duty.~~

~~When an employee is taking accrued compensatory time, he or she shall not be required to be on standby status. For purposes of this Section, standby time is defined as:~~

~~Any time that the Employer requires a Fire Inspector during their off duty hours to remain at their normal place of residence, leave a telephone number where they can be reached or remain within radio contact with the Iowa Police Radio System and be available to respond from their place of residence within one (1) hour.~~

SECTION 78 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 89 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 910 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. During the term of this agreement, all employees eligible for negotiated within-range step increases shall receive automatic step increases in accordance with their eligibility date. 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 employees 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. 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. On the first day of the pay period that includes July 1, 202~~5~~³, employees covered by this Agreement shall receive a ~~two six and one half~~ (6.5~~2~~⁰%) across-the-board pay increase. On the first day of the pay period that includes July 1, 202~~6~~⁴, employees covered by this Agreement shall receive a ~~six and one half~~ two percent (6.5~~2~~⁰%) across-the-board pay 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.~~

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 be 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 pay grade 79. The regular compensation for Senior Trooper-Pilot shall be pay grade 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. 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.~~

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

SECTIONS 2 through 4

[CURRENT CONTRACT LANGUAGE]

SECTION 5 Holidays

A. The Employer agrees to provide eleven (11) paid holidays per year. There shall be nine (9) scheduled holidays as set forth below and two (2) unscheduled holidays. Unscheduled holidays shall be accrued on a pay period basis and added to the employee's accrued vacation account and shall be taken in accordance with the procedures set forth in Section 6 (Paid Annual Leave of Absence (Vacation)) in this Article.

Scheduled Holidays:

New Year's Day, January 1

Dr. Martin Luther King, Jr.'s Birthday, the third Monday in January

Memorial Day, the last Monday in May

Independence Day, July 4

Labor Day, the first Monday in September

Veterans Day, November 11

Thanksgiving Day, the fourth Thursday in November

Friday after Thanksgiving Christmas Day, December 25

B. For those employees who are not regularly scheduled to work on weekends, if the holiday enumerated above falls on Saturday, the preceding Friday shall be granted as the holiday, and if 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. The Employer agrees that employees required to work on a holiday provided above shall be compensated for any hours worked on the holiday by receiving one and one-half (1½) times the hours worked on the holiday in compensatory holiday time off. Such accrued holiday compensatory time may be utilized in one (1) hour increments. If a holiday provided above falls on an employee's regularly scheduled day off, equivalent compensatory time off shall be granted at a later date. When such compensatory time off is to be granted, it shall be taken at the request of the employee with the approval of the immediate supervisor. Such approval shall not be unreasonably withheld. Such time shall lapse if not used within the subsequent twelve (12) month period;~~;~~ ~~however,~~ Conservation Officers shall be allowed, at all times, to bank up to, **but not more than,** one hundred twenty (120) hours of holiday compensatory time.

D. To be eligible for holiday pay, employees must be in pay status their last scheduled work day immediately before and their first scheduled work day immediately following each holiday. Employees shall not be eligible for holiday pay during any period of leave of absence without pay.

SECTIONS 6 and 7

[CURRENT CONTRACT LANGUAGE]

SECTION 8 Sick Leave

[CURRENT CONTRACT LANGUAGE EXCEPT FOR SECTION F AS FOLLOWS]

F. Work-Related Injuries

In the event of a work-related injury (those injuries covered by the Iowa Workers' Compensation Law) of at least five (5) days in duration, the employee shall be allowed to utilize up to sixty (60) days of paid leave per incident which shall not be charged against the active or banked sick leave accounts. The employee must first utilize five (5) days of his or her sick leave before being allowed to utilize the above described sixty (60) days of paid leave. Employees will continue to accrue sick leave during this sixty (60) day period. **In the event the injury is determined to be not compensable under Iowa Workers' Compensation Law with no further right of appeal before the Workers' Compensation Commissioner, the employee's sick leave shall be retroactively utilized in lieu of the sixty (60) days of paid leave under this subsection.**

Once an employee elects to supplement Workers' Compensation benefits with accrued sick leave, vacation, or earned compensatory time for a pay period, that election must remain the same for the entire pay period. Employees must utilize one (1) type of leave for each election or employees may choose not to supplement.

If after the above sixty (60) days paid leave the employee is still unable to return to work, the employee will then utilize his or her accrued sick leave or apply for Workers' Compensation benefits. Upon request, employees may supplement Workers' Compensation benefits with accrued sick leave, vacation or earned compensatory time; however, the total compensation received shall not exceed the employee's present salary.

In the event the employee is unable to return to work after exhausting his or her active and banked sick leave account, the employee will be placed on disability in accordance with departmental rules and regulations and existing insurance policies.

SECTIONS 9 through 12

[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 two hundred **fifty** dollars (~~\$250.00~~~~200.00~~) semi-annually in December and June **to be used for cleaning and purchasing clothing.** ~~Additionally, employees in non-uniformed divisions of the Department of Public Safety shall be paid a clothing allowance of three hundred dollars (\$300.00) semi-annually in December and June to be utilized for purchasing 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 1st to be used for cleaning and maintenance.

SECTIONS 14 through 15
[CURRENT CONTRACT LANGUAGE]

ARTICLE X HEALTH AND SAFETY

SECTIONS 1 and 2
[CURRENT CONTRACT LANGUAGE]

SECTION 3 Special Equipment

A. Upon request, left-handed employees of the Department of Public Safety who are required to carry a handgun in the performance of their duties, will be issued a left-handed holster. The style, design and wearing location of such holster will be at the discretion of the Department.

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

SECTIONS 5 and 6
[CURRENT CONTRACT LANGUAGE]

ARTICLE XI MISCELLANEOUS

SECTIONS 1 through 4
[CURRENT CONTRACT LANGUAGE]

SECTION 5 Expense Reimbursement

~~The Department of Public Safety will submit a request to the Department of Administrative Services—State Accounting Enterprise to allow employees with out of state travel expenses in excess of two hundred dollars (\$200.00) to receive an advance travel allowance of up to eighty percent (80%) of the anticipated expenditures. The Department of Administrative Services—State Accounting Enterprise shall have final authority to either grant or deny this request.~~

~~The decision of the Department of Administrative Services — State Accounting Enterprise shall apply to all members of the bargaining unit.~~

SECTIONS 6 and 7

[CURRENT CONTRACT LANGUAGE]

**ARTICLE XII
NO STRIKE - NO LOCK OUT**

[CURRENT CONTRACT LANGUAGE]

ARTICLE XIII GENERAL

[CURRENT CONTRACT LANGUAGE]

TERMINATION OF AGREEMENT

The terms and conditions of this Agreement shall continue in full force and effect commencing on July 1, 202~~5~~³, and terminating on June 30, 202~~7~~⁵. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled.