

State 6th Counter Proposal
2025-2027 CONTRACT
February 13, 2025; 5:20 pm

Tentatively Agreed
2/13/25 6:05pm
Sue Cave - SPCC

**ARTICLE I
AGREEMENT**

Adm 5:00 1725
7.12.25
6:05pm

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
Senior Special Agent	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 establishment of any new peace officer classifications, or any changes in the present peace officer classification. The parties will review all such new or changed classifications. If unable to reach agreement as to

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the 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 to any permanent changes in job classifications. Such notifications shall be for informational purposes only and shall not prevent the Employer from making change.

SECTION 2-5

[Current Contract Language]

ARTICLE III

[Current Contract Language]

ARTICLE IV

SECTION 1-2

[Current Contract Language]

SECTION 3

... Step 4. ...

... Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievance to be heard by any one (1) arbitrator. Upon receipt of the list of five arbitrators from the ~~EAB PERB~~, the parties shall strike arbitrators until one remains in altering fashion.

SECTION 4-12

[Current Contract Language]

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 Filing Vacancies in the Department of Public Safety

- 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 filing 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 days or ninety (90) calendar days, whichever occurs first, in which to decline the offer.

B. [Current Contract Language]

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, 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.

Subsection D and E
[Current Contract Language].

SECTION 5– SECTION 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 schedule shall be nine (9) hours in length . . .

. . . The present work schedules, including 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.~~

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.

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.

Troopers assigned to CMVU PRO and Motor Carrier Auditor Trooper shall work a 40-hour flex schedule. Hours worked in excess of 40 hours per week shall be considered overtime. For CMVU PROs and Motor Carrier Auditor Troopers, 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.

~~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.~~

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.

With the exception of emergency need, . . . rotation at the beginning of the following schedule period.

B. Overtime

[Current Contract Language]

C. Compensatory Time

[Current Contract Language]

D. Standby Time

[Current Contract Language]

SECTION 3-5

[Current Contract Language]

SECTION 6 Special Agent 2s

[Current Contract Language]

~~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

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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 **four percent (4.00%)** 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 **three and three-quarters percent (3.75%)** 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. Current contract language.
- F. ~~Effective July 1, 2021, the regular compensation for a Fire Inspector shall be pay grade 29. Upon moving to pay grad 29, the employee's increase eligibility date will not be reset.~~

~~Special Agent 2s with ten (10) or more years of experience with the Department shall be referred to as Senior Special Agent 2s.~~

- G. 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

Subsection A, B

[Current Contract Language]

- 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.
- E. [New Section] If an employee on a Flex 40 schedule is required to work on an observed holiday, the employee shall be compensated for any hours worked on the holiday by receiving one and one-half (1 ½) times the hours worked on the holiday in compensatory holiday time (banked holiday) off. Holiday hours that have already been paid at a premium rate shall not be calculated as overtime. If an employee elects to work on a holiday, those hours are considered straight time as part of the forty-hour requirement outlined above. A holiday falling on a Sunday shall be observed on the following Monday and a holiday falling on a Saturday shall be observed on the preceding Friday.

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- Section 16

[Current Contract Language]

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**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.