

**COLLECTIVE BARGAINING
AGREEMENT**

between

BLACK HAWK COUNTY

And

**PUBLIC PROFESSIONAL & MAINTENANCE
EMPLOYEES LOCAL UNION 2003
CLERICAL EMPLOYEES UNIT I**

July 1, 2024 - June 30, 2029

**PUBLIC PROFESSIONAL & MAINTENANCE EMPLOYEES
LOCAL UNION 2003, CLERICAL EMPLOYEES, UNIT 1
and
BLACK HAWK COUNTY**

Effective July 1, 2024 to June 30, 2029

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AGREEMENT

THIS AGREEMENT entered into this 1st day of July 2024, by and between Black Hawk County, Iowa, hereinafter referred to as "Employer," and Public Professional and Maintenance Employees, Local Union 2003, IBPAT, hereinafter called "Union," represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act identified as Chapter 20 of the Code of Iowa.

ARTICLE 1 **RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for all of the secretarial, clerical, and general office employees of Black Hawk County, including non-supervisory deputies in the following offices and departments: County Auditor, County Attorney, County Treasurer, County Recorder, County Sheriff, Community Services, Veteran Affairs, Information Technology, and County Engineer, as set forth in Case No. 57, dated November 10, 1975, which excludes the professional employees, civil service employees in the Sheriff's Office, and supervisors, all persons excluded by Section 4 of the Act and all other county employees.

ARTICLE 2 **SEPARABILITY AND SAVINGS**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 3 **NO STRIKE - NO LOCKOUT**

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 4

GRIEVANCE PROCEDURE AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. An employee shall have the right to grieve a discharge beginning at Step 3 of this procedure and progressing through the arbitration step. Grievance of a disciplinary suspension may progress through Step 3 of this procedure, and may not progress to arbitration. Oral and written disciplinary reprimands are not subject to the grievance procedure.

All matters of dispute that may arise between the Employer and an employee or employees regarding the violation, application, or interpretation of the expressed provisions of this Agreement shall be adjusted in accordance with the following procedure:

Informal: An employee shall discuss a complaint or problem orally with their immediate supervisor or their designated representative within three (3) working days following its occurrence in an effort to resolve the problem in an informal manner.

Grievance Steps:

Step 1: If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union may present a grievance in writing to their immediate supervisor within seven (7) calendar days following the occurrence of the problem. Failure to hold an informal discussion within the seven (7) calendar day period shall not bar the filing of a written grievance. A copy of the grievance shall be forwarded to the Human Resources Director. Within seven (7) working days after this Step 1 meeting, the supervisor will answer the grievance in writing.

Step 2: If the supervisor's answer fails to resolve the grievance, the Union and/or the aggrieved employee may, within seven (7) calendar days, present the grievance in writing to the department head. The department head shall, within five (5) working days, meet and discuss the grievance with the aggrieved employee and/or the Union, and then reply in writing within seven (7) calendar days. A copy of the grievance and the department head's answer shall be forwarded to the Human Resources Director.

Step 3: If the department head's answer in Step 2 fails to resolve the grievance, the Union and/or the aggrieved employee may refer the grievance to the Human Resources Director within seven (7) calendar days of the receipt of the Step 2 answer. The Human Resources Director may designate a representative for the bargaining unit to conduct hearings on grievances which do not involve termination or loss of pay issues. Following a meeting with the aggrieved employee and/or the Union, the Human Resources Director shall answer the grievance in writing within seven (7) calendar days.

Step 4: Any grievance not settled in Step 3 of the grievance procedure may be referred to arbitration provided the referral to arbitration is in writing to the other party, and is made within seven (7) working days after the date of the Human Resources Director's or designated representative's answer given in Step 3.

It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the written consent of the other. An aggrieved employee may elect to not have a union representative present at the grievance meeting(s).

All grievances must be taken up promptly, and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. A grievance not timely answered by the Employer may automatically be referred to the next highest step unless withdrawn by the employee.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement if possible; otherwise, by the parties alternately eliminating names from the list.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on both parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public. The grievances and disciplinary matters are confidential.

ARTICLE 5

SENIORITY

Section 1, Definition: Seniority shall be defined in three (3) ways:

- A. **Bargaining Unit:** The length of continuous service in the bargaining unit since the employee's last date of hire. Employees with the same seniority date will have their seniority established by the last four digits of their social security number. The employee with the highest number will have the greatest seniority for that day.
- B. **Pro-rata Eligibility for Permanent Part-Time Employees:** When a permanent part-

time employee becomes a full-time employee, the employee's full-time seniority shall be fifty percent (50%) of their continuous service under the bargaining unit.

- C. **Temporary Employees:** Persons employed in a temporary vacancy for a period of four (4) months or less shall be considered temporary employees and are not considered members of the bargaining unit. A temporary employee shall become a probationary employee upon four (4) months and one (1) day within a job classification.

Section 2, Probationary Period: A new employee shall serve a probationary period of six (6) months, but benefits will be effective after the first ninety (90) continuous calendar days. Upon completion of the probationary period, the employee shall be placed on the seniority list, and their seniority shall be determined from their date of employment. Employees may be terminated for any reason during the probationary period without recourse to the grievance procedure.

Section 3, Bidding:

- A. A permanent vacancy or newly-created job classification in the bargaining unit shall be posted for three (3) working days for Unit 1 employees to apply for the position. The posting notice shall be provided to the union by Human Resources, all postings shall include the office where applicable. Notification shall be given to all unsuccessful applicants by the Human Resources Department within five (5) working days following a selection.
- B. In determining the successful applicant, qualifications, such as ability, experience, training, aptitude and work history (including attendance and disciplinary actions) shall be the primary consideration. Where qualifications are equal bargaining unit seniority shall govern. The date of hire will be used in lieu of seniority for part-time employees.

Section 4, Loss of Seniority: An employee shall lose their seniority, and the employment relationship shall be broken and terminated as follows:

- A. Employee quits.
- B. Employee is discharged for proper cause.
- C. Engaging in other work without prior approval while on leave of absence, or giving false reason for obtaining leave of absence.
- D. Two (2) consecutive days of absence without notice to the Employer, unless evidence satisfactory to the Employer is presented showing the employee was physically unable to give notice.
- E. Failure to report for work upon expiration of a leave of absence.
- F. Employee retires.

It is the employee's responsibility to keep the Employer informed of their current address and phone number.

ARTICLE 6

LEAVE OF ABSENCE

Section 1: Upon giving reasons satisfactory to the Employer, an employee may be granted a leave of absence without pay for a period of time mutually agreeable between the employee and the department head. Requests for such leave shall be made in writing to the employee's department head and shall not be unreasonably denied. Employees must exhaust all applicable accruals of paid leave before unpaid leave will be granted.

Section 2: An employee granted a leave of absence shall not be eligible for fringe benefits, holiday pay, or accrue retirement or sick leave during the period of such leave except as provided by state law.

Section 3: If the employee fails to report for work upon the expiration of their leave of absence, they shall be terminated.

Section 4: Upon return from a leave of absence, the employee shall return to their former job if physically qualified and the position is vacant, or to another position in accordance with seniority, qualifications, and ability.

ARTICLE 7

INJURY REPORTING

In case of injury due to work or incurred while at work all such injuries must be reported to the Employer on the same day the injury is sustained or first becomes known to the employee. Nothing in this provision shall be construed to relieve the employee from their obligation to complete an incident report in accordance with departmental rules.

ARTICLE 8

HOURS OF WORK AND OVERTIME

Section 1, Work Week: The normal work week for a full-time employee shall be defined as forty hours or more with all benefits. The normal work week for a part-time employee shall be less than forty hours with pro-rated vacation per Article 16.

Section 2, Meal Periods: The Employer shall grant without pay a meal period for all employees. The meal period shall not be less than thirty (30) minutes, or more than one (1) hour, as designated by the Department Head for that department, except as modified by individual flex-time agreements. Meal periods will be scheduled as near to the middle of the shift as possible.

Section 3, Break Periods: The Employer shall grant with pay two (2) rest periods of fifteen (15) minutes duration. Each break period will be scheduled as near to the middle of the first and second half of the shift as possible. Employees regularly scheduled to work less than three (3) hours or called in to work less than three (3) hours will not receive a break period.

Section 4, Hours of Work: The normal hours of work and rotation of days of work shall be as follows for full-time employees in bargaining unit job classifications in the departments listed

below. The normal work day for full-time employees shall be eight (8) hours of work including paid breaks. The work week for full-time employees shall consist of five (5) days of work Monday through Friday of each work week. A department supervisor and an employee may mutually agree to vary the hours of work from that normally in effect for that department. Such agreement shall not waive the overtime or shift differential provisions of this Agreement.

The normal work schedules shall be as follows:

County Auditor, County Treasurer, County Recorder, County Sheriff, Consolidated Communications Center, Veterans Affairs, County Attorney, and County Engineer.

- Between 7:00 a.m. to 5:00 p.m. with a 30-minute unpaid lunch break – Monday through Friday

Information Technology

- Between 6:30 a.m. to 5:00 p.m. with a 30-minute unpaid lunch break – Monday through Friday

Any change in the normal hours of work shall not waive the overtime and shift differential requirements in this Article.

Section 5, Overtime: Overtime shall be paid for at the rate of one and one-half (1 1/2) times the employee's straight-time hourly rate for all hours worked in excess of 40 hours per week or on the employee's regularly scheduled day off. To be eligible for time and one-half (1/2) when an employee agrees to work on the employee's regularly scheduled day off, the employee shall not have utilized sick leave during the employee's work week. Paid vacation and holidays shall be counted as hours worked for the purpose of computing overtime. Overtime shall not be paid more than once for the same hours worked. The work week shall be from 12:01 a.m. Sunday to 12:00 midnight Saturday. The Employer will make every reasonable effort to ensure the equitable distribution of overtime in accordance with qualifications and ability. Employees required to work overtime shall be notified at least twenty-four (24) hours in advance of the scheduled work, except in case of emergency.

Section 6, Minimum Pay: An employee who reports to work as directed shall receive a minimum of two hours work or pay-in-lieu thereof.

Section 7, Compensatory Time: An employee may elect to receive payment for overtime worked in either cash payment or compensatory time off at the same rate of one and one-half hours of compensatory time for each hour of overtime worked. An employee may accumulate and carry over from year to year a maximum of forty (40) hours of compensatory time. Compensatory time shall be taken in increments of not less than one (1) hour, unless the employee has accumulated time of less than one (1) hour, in which event the entire amount may be approved for use at one time.

ARTICLE 9 **SICK LEAVE**

Section 1, Accumulation: Each full-time regular employee shall accrue sick leave at the rate of one and one-fourth (1 1/4) days per month of continuous employment. The accrual shall be

credited the first pay check of the following month. Maximum accumulation shall be one hundred twenty (120) days.

Section 2, Use of Sick Leave: Accumulated sick leave may be used for any of the following:

- A. If the employee is medically unable to work.
- B. A maximum of five (5) days per fiscal year for contagious or serious illness of a member of the employee's immediate family and the presence of the employee is required. Immediate family shall be defined as spouse, significant other residing in the same household, parents, stepparents, parents of spouse, minor children, brothers, sisters.
- C. Medical or dental appointments which cannot be scheduled during nonworking hours.

Section 3, Verification: The Employer reserves the right to require satisfactory proof of illness which may include a physician's statement or other evidence, which the employee shall provide within forty-eight (48) hours of the Employer's request for such verification, or upon the employee's return to work if the Employer's request was made prior to or during the absence. An employee absent for three (3) consecutive working days or more may be required to present to the County a physician's statement that they were medically unable to work. Unauthorized use of sick leave will result in loss of pay for the duration of absence and may be considered grounds for further disciplinary action.

Section 4, Notification: When absences due to sickness are necessitated, the employee shall notify the supervisor one (1) hour prior to the beginning of their scheduled reporting time. Failure to do so without a bona fide reason shall result in the employee being considered absent without leave and subject to disciplinary action.

Section 5, Conversion: Employees may accrue one (1) casual day for every four (4) months of zero sick leave usage. The four-month time frames are July 1, through October 31, November 1, through February 28, and March 1, through June 30. Sick leave casual days must be used within one (1) year of the date it is earned. Any accrued sick leave casual day (s) shall be forfeited upon termination.

Section 6, Probationary Employees: Employees are not eligible for sick leave benefits during the first ninety (90) days of employment. However, employees shall be credited with accrued sick leave as of the date of employment.

Section 7, Date of Employment: An employee who begins their employment on or before the fifteenth day of the month will be credited with sick leave for the entire month. An employee who begins their employment after the fifteenth (15th) day of the month will begin to accrue sick leave on the first day of the month following their employment.

Section 8, Resignation: Upon an employee's written notice to submit their resignation, sick time usage will be frozen for up to two weeks prior to the employee's final date of employment.

ARTICLE 10

BEREAVEMENT AND FUNERAL LEAVE

Section 1, Eligibility:

Each full-time employee shall, after ninety (90) days of continuous employment, shall be eligible for a paid leave of absence to make arrangements for or to attend the funeral for a death in the employee's immediate and extended family. Immediate family members shall be defined as:

- Spouse or significant other residing in the same household
- Parent
- Child
- Brother
- Sister

For purposes of the immediate family members section above, the definitions include natural, adoptive, foster, step, and half relationships. Extended family shall be defined as:

- Brother/Sister in-law
- Father/Mother in-law
- Son/Daughter in-law
- Grandparent
- Grandchild
- Aunt/Uncle
- Niece/Nephew

Section 2, Schedule of Leave:

Upon satisfactory evidence of a death in the immediate family, a paid leave of absence shall be granted according to the following schedule:

- A. Spouse or significant other residing in the same household, child, and parent: A paid leave of absence up to five (5) working days.
- B. Brother, sister, brother/sister in-law, father/mother in-law, son/daughter in-law, grandparent, and grandchild: A paid leave of absence up to three (3) working days.
- C. Aunt, uncle, niece, and nephew: A paid leave of absence of not more than one (1) working day.

Section 3, Pallbearers:

Regular, full-time employees may be granted a paid leave of absence for service as a pallbearer. When an employee is released prior to the end of the employee's working hours, the employee shall report to work within one (1) hour, unless less than an hour remains in the working day.

Section 4, Administration:

Only days absent which would have been compensable work days will be paid. No payment will be made during vacations, holidays, or other leaves of absence. Should an employee on vacation have a need for funeral leave during vacation, the vacation will be credited to the employee and funeral leave will be applied for those days. In the event a holiday shall fall during the funeral leave period, the employee shall receive holiday pay in lieu of funeral leave pay for that day. Payment shall be made on the basis of the employee's normal work day's pay. Employee must

attend, or make a bona fide effort to attend, the funeral or memorial service to qualify for funeral leave pay. If an extended absence is required due to the death in the immediate family, the department head may authorize use of vacation, compensatory time or unpaid leave at their discretion.

ARTICLE 11 **HOLIDAYS**

Section 1, Holidays Designated: Regular full-time employees, except for seasonal and part-time employees, are eligible for the following eleven (11) paid holidays:

New Year's Day	Veteran's Day
Martin Luther King Jr. Day	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Juneteenth	Christmas Day
Independence Day	*Floating Christmas Holiday or Christmas Eve
Labor Day	**Floating Personal Day

*To be designated by the Employer.

**Employees may take one floating personal holiday at any time during the fiscal year with the approval of their immediate supervisor or department head. The floating personal day must be used during the fiscal year or it will be forfeited.

A holiday occurring on Saturday shall be observed on the Friday preceding, and a holiday occurring on a Sunday on the following Monday. Employees scheduled on a seven-day-per-week basis shall observe holidays on the traditional day of observance (Example: Christmas Day, December 25; New Year's Day, January 1).

Section 2, Holiday Pay: Regular full-time employees shall be paid for each of the holidays set forth in this article occurring during the period in which they are actively at work. An employee, including part-time employees, scheduled to work on any recognized paid holiday shall be paid time and one-half (1 1/2) the employee's straight-time rate for all hours worked, plus the paid holiday at said straight-time rate.

Section 3, Eligibility:

- A. To be eligible for holiday pay, an employee must have worked the last scheduled work day before, and the first scheduled work day following the holiday. However, if an employee is absent on either or both of these days as a result of personal illness, on-the-job accident or illness, or with prior approval of their supervisor (non-bargaining unit), the employee will be considered to have met these requirements.
- B. Employees on an unpaid leave of absence are not eligible for holiday pay.

Section 4, Holidays During Vacation: An employee shall be entitled to an additional vacation day when a holiday occurs during their time off work due to vacation.

Section 5, Holidays on Days Off: If a holiday occurs on an employee's regularly scheduled day

off, the employee shall receive an additional day's pay at their straight-time rate.

Section 6, Scheduling Holidays: The Employer will make every reasonable effort to ensure the equitable distribution of holidays off.

ARTICLE 12

JOB CLASSIFICATIONS AND STRAIGHT-TIME

HOURLY WAGE RATES

Section 1, Job Classifications: Reference is made here to Exhibit A, Job Classification by Pay Grade, and by this reference said Exhibit becomes a part of this Agreement. The Employer retains the right to add new job classifications or delete job classifications as may be necessary. In the event the Employer adds a new job classification, the Employer will provide the Union with notice and opportunity to bargain the new job classification, wage rate, and other contract benefits prior to implementing the new job classification.

Section 2, Hourly Wage Rates: The salary schedule will increase as follows:

<u>Fiscal Year</u>	<u>Percentage Increase</u>
July 1, 2024	3.50%
July 1, 2025	3.25%
July 1, 2026	3.00%
July 1, 2027	Reopener
July 1, 2028	Reopener

Reference is made here to Exhibit "B" for FY25, Exhibit "C" for FY26, Exhibit "D" for FY27, Unit 1 Clerical: Salary Schedule. By this reference, said Exhibits shall become a part of this Agreement. In addition, employees eligible to receive an in-grade pay increment shall do so pursuant to Article 20 of this Agreement.

ARTICLE 13

PRE-TAX REIMBURSEMENT ACCOUNT

All employees eligible to participate in the health insurance program may participate in the Employer's flexible spending plan which, under IRS regulations, allows employees to pay for health care and dependent care from pre-tax dollars.

ARTICLE 14

JURY DUTY AND WITNESS LEAVE

An employee required to serve as a juror shall receive their regular wages. To receive payment for such duty, the employee must submit certification of service, and assign all fees except mileage received for such duty to the Employer. When released from duty during working hours, the employee will report to work as soon as possible, but no later than two (2) hours. If an employee is subpoenaed as a witness in a court action not involving criminal or civil action by or

against the employee, they shall receive a paid leave of absence for the time they spend on such duty. Such paid leave may not exceed three (3) working days or a total of twenty-four (24) hours per fiscal year. Said employee shall receive the normal work day's pay and shall return to the Employer pay received as a witness, except mileage. Employees who are subpoenaed to testify on matters arising from or relating to their employment shall continue to be paid their regular hourly rate, or the overtime rate if applicable for the time spent as a witness.

ARTICLE 15

PAY PERIOD AND PAY DAY

The Employer shall issue payroll checks on a bi-weekly basis. Checks shall be issued on the Friday first following the end of the pay period.

ARTICLE 16

VACATION

Section 1, Vacation Eligibility: During the first 90 days of employment, an employee will accrue vacation, but is not eligible to use vacation time or receive reimbursement upon termination. Paid sick leave, vacation time, casual days, and other paid leave are considered as time worked for the purpose of vacation accrual. Unpaid workers' compensation leave shall also be considered as time worked for the purpose of vacation accrual. An employee in any other unpaid status shall not accrue vacation. Each permanent full-time employee shall accrue vacation hours on a bi-weekly pay period basis according to the following schedule.

<u>Years of Service</u>	<u>Bi-Weekly Accrual</u>
1 year	1.54 hours
2-4 years	3.08 hours
5-12 years	4.62 hours
13-19 years	6.16 hours
20+ years	7.70 hours

Regular part-time employees will be eligible for 50% of the vacation of a full-time employee with equal years of service. Changes in the bi-weekly vacation accrual rate shall become effective at the beginning of the pay period in which the anniversary date of the qualified employee occurs.

Section 2, Vacation Usage: Earned vacation time may be accrued up to two (2) times the employee's maximum annual total accrual. For example, if an employee's accrual rate of 3.08 hours per bi-weekly pay period, the employee's accrued vacation balance may not exceed 160 hours. If an employee's vacation accrual balance has reached its maximum amount, all earned vacation exceeding this amount shall be forfeited.

Section 3, Holidays During Vacation: If a recognized paid holiday falls during an employee's time off work due to vacation, they shall receive an additional day's paid vacation.

Section 4, Scheduling Vacation: The scheduling of vacation leave is dependent upon the judgment and discretion of the department head. The department head may require the

rescheduling of vacation leave when, in their judgment, it is necessary for the efficient operation of the department. Vacation leave shall be taken in increments of not less than one (1) hour.

Section 5, Termination: Upon resignation or termination from County service, an employee shall be paid for all unused vacation left at time of termination; however, an employee who is discharged for cause or who quits without of minimum of two (2) weeks' notice shall forfeit vacation pay.

Section 6, Rate of Pay: Vacation pay will be at the employee's normal pay for the day or week for which they would have been regularly scheduled to work.

ARTICLE 17

ENTIRE AGREEMENT AND WAIVER CLAUSE

A. This Agreement supersedes and cancels all previous agreements and practices between the Employer and employees unless expressly stated to the contrary herein, and together with the concurrent letters of understanding, supplemental hereto, constitutes the entire agreement between the parties, and concludes collective bargaining for its term, except as provided herein.

B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and without reservation, waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 18

CASUAL DAYS

Section 1, Establishment: Each full-time bargaining unit employee shall be credited with four (4) days each July 1 to be used for whatever purpose the employee chooses. New employees shall accrue one (1) casual day per quarter until the following July 1.

Section 2, Administration: Casual days may be taken in one (1) hour increments and may be used to extend vacation or any other paid leave of absence. Casual days must be used during the fiscal year or they will be lost. No reimbursement will be made for unused casual days upon termination from employment.

Section 3, Probationary Employees: Probationary employees shall be granted one (1) casual day October 1; one (1) casual day January 1; one (1) casual day April 1; and one (1) casual day July 1, if they are employed by the Employer on that date. Employees are not eligible for casual day benefits during the first ninety (90) days of employment. However, upon completion of

probation, employees shall be credited with accrued casual days as of the date of employment.

Section 4, Approval: Employees must obtain approval from their department head or their designated representative. Approval by the department head shall not be unreasonably denied. The scheduling of casual days is dependent upon the judgement and discretion of the department head. The department head, or their designated representative, may require the rescheduling of casual days when, in their judgement, it is necessary for the efficient operation of the department.

ARTICLE 19 **LONGEVITY**

Section 1, Eligibility: Each full-time bargaining unit employee shall be eligible for longevity pay based upon consecutive years of County service as follows:

- | | |
|--|----------------------|
| A. Four (4) years, but less than eight (8) years | - \$45.00 per month |
| B. Eight (8) years, but less than twelve (12) years | - \$55.00 per month |
| C. Twelve (12) years, but less than sixteen (16) years | - \$65.00 per month |
| D. Sixteen (16) years, but less than twenty (20) years | - \$75.00 per month |
| E. Twenty (20) years or more | - \$85.00 per month. |

Section 2, Payment: Payment for longevity shall be divided between the first two pay periods of each month. An employee who on July 1, 1984, does not qualify for longevity pay will receive their first longevity payment on the first pay period of the month following their anniversary date of employment.

Section 3, Employees on Unpaid Leave: An employee who receives no wages during a pay period shall not receive longevity pay for the pay period.

ARTICLE 20 **ELIGIBILITY FOR PAY INCREMENTS**

Anniversary date for the purpose of this article shall be the bargaining unit seniority date.

The Employer shall use the following criteria in the determination of an employee's eligibility for pay increments in grade:

In-Grade Pay Increment: An employee shall be eligible for their first in-grade pay increment upon completion of a six (6) month probationary period of continuous service in the bargaining unit if they enter at the lowest step. Thereafter, an employee will be eligible for an in-grade increment at the employee's anniversary date. No pay increment shall be granted above the maximum rate, representing ten years of service within the bargaining unit, prescribed for the class.

Basis for In-Grade Increments: In-grade increments shall not be granted automatically, but shall be based on satisfactory work performance in addition to length of service in the bargaining unit. The performance of an employee shall be evaluated by their supervisor prior to their being considered for each in-grade pay increment. The employee must have an overall rating of

“Satisfactory” for the in-grade increment to be granted.

Adjustment of Pay: Pay increments shall be made at the beginning of the pay period in which the employee's anniversary date occurs.

ARTICLE 21

EFFECT OF JOB CLASSIFICATION CHANGES

A change in employee classification will affect pay status under the following circumstances:

Promotion: When an employee is promoted from one class to another having a higher pay range, they shall receive an increase of not less than one pay step. If an employee's current rate of pay is below the minimum established for the higher class, their pay shall be increased to the minimum rate of the higher class. If the employee's current rate of pay falls within the range of the higher class, their pay shall be adjusted to the next higher step in the range for the higher class, which is at least equal to one increment above their current rate of pay. Upon promotion, an employee must serve at least one year in the higher classification before receiving their next in-grade step increment.

Demotion: When an employee is demoted for cause from one class to another having a lower pay range, they shall be placed in the step within the lower range which provides at least a five percent (5%) reduction in pay. When an employee is demoted for administrative purposes through no fault of their own, their pay shall be reduced to the maximum rate in the lower pay range, or they shall continue at their current rate of pay, whichever is lower.

Lead Worker: The parties mutually agree to create an hourly pay premium for lead workers in any job classification within the Unit 1 bargaining unit when an agency or grant requires the lead worker status. The premium paid to lead workers must be reimbursed to the County by sufficient supervisory staff to oversee employees.

Designation of a lead worker shall be for the purpose of providing non-supervisory assistance and direction to a group of co-workers in the same classification as the designee, or as otherwise directed by the supervisor. The lead worker is selected at the discretion of the department head with approval of the Board of Supervisors. Qualifications shall include a good attendance and work record, and the employee shall be among the most knowledgeable in their job classification within the department.

A premium equal to one pay grade above the employee's GS grade and step shall be paid for employees designated as lead workers. The pay premium shall be computed as part of the designated employee's base wage rate for all wage and paid leave of absence computations. An employee shall have the option of accepting or rejecting the lead worker designation, and shall not suffer any loss or harm for refusing such designation. The employer may terminate the lead worker status at any time.

ARTICLE 22
UNION LEAVE

Employees designated as stewards or bargaining team members by the Union shall receive a paid leave of absence as Union Leave for the employees' hours of work necessary to attend joint collective bargaining negotiations, mediations, fact-findings, interest arbitrations, or steps of the grievance procedure with the Employer.

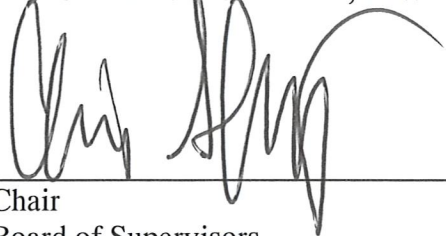
ARTICLE 23
DURATION OF AGREEMENT

This Agreement shall be effective from July 1, 2024, and shall continue to remain in full force and effect until its expiration date on June 30, 2029.


SIGNED THIS 31 day of May, 2024.

EMPLOYER:

BLACK HAWK COUNTY, IOWA




Chair
Board of Supervisors



Human Resources Director

UNION:

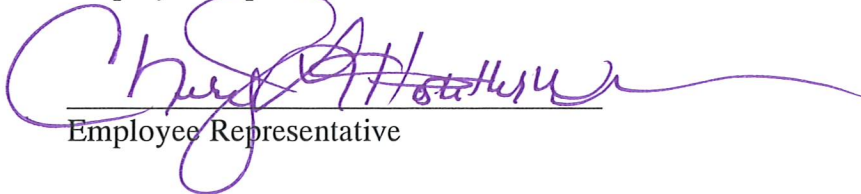
PUBLIC PROFESSIONAL AND
MAINTENANCE EMPLOYEES, Local Union
2003, IBPAT



Business Agent



Employee Representative



Employee Representative

Employee Representative

Exhibit "A"

JOB CLASSIFICATIONS BY PAY GRADE

GS-2

GS-6

GS-8 Office Specialist

GS-9 Account Specialist
 Accounts Payable Specialist I
 Legal Specialist

GS-10 Administrative Aide I
 Accounts Payable Specialist II
 Elections Specialist

GS-11 Map Maintenance Technician

GS-12 Financial/Accounting Specialist
 Veteran Service Officer

GS-13 Court Debt Recovery Officer

GS-14 Help Desk Technician

EXHIBIT "B"

UNIT I CLERICAL: SALARY SCHEDULE

July 1, 2024 - June 30, 2025

FY25

Amount of Increase July 1, 2024	3.50%	6 month step						10 Year Step
Pay Grade	1	2	3	4	5	6	7	8
001/GS-1	\$14.04	\$14.54	\$14.65	\$15.28	\$15.94	\$16.61	\$17.37	\$17.80
002/GS-2	\$14.65	\$15.15	\$15.28	\$15.94	\$16.61	\$17.37	\$18.09	\$18.54
003/GS-3	\$15.28	\$15.78	\$15.94	\$16.61	\$17.37	\$18.09	\$18.92	\$19.39
004/GS-4	\$15.94	\$16.44	\$16.61	\$17.37	\$18.09	\$18.92	\$19.74	\$20.23
005/GS-5	\$16.61	\$17.11	\$17.37	\$18.09	\$18.92	\$19.74	\$20.63	\$21.14
006/GS-6	\$17.37	\$17.87	\$18.09	\$18.92	\$19.74	\$20.63	\$21.58	\$22.12
007/GS-7	\$18.09	\$18.59	\$18.92	\$19.74	\$20.63	\$21.58	\$22.53	\$23.10
008/GS-8	\$18.92	\$19.42	\$19.74	\$20.63	\$21.58	\$22.53	\$23.56	\$24.15
009/GS-9	\$19.74	\$20.24	\$20.63	\$21.58	\$22.53	\$23.56	\$24.62	\$25.24
010/GS-10	\$20.63	\$21.13	\$21.58	\$22.53	\$23.56	\$24.62	\$25.73	\$26.37
011/GS-11	\$21.58	\$22.08	\$22.53	\$23.56	\$24.62	\$25.73	\$26.94	\$27.61
012/GS-12	\$22.53	\$23.03	\$23.56	\$24.62	\$25.73	\$26.94	\$28.14	\$28.85
013/GS-13	\$23.56	\$24.06	\$24.62	\$25.73	\$26.94	\$28.14	\$29.49	\$30.22
014/GS-14	\$24.62	\$25.12	\$25.73	\$26.94	\$28.14	\$29.49	\$30.81	\$31.58
015/GS-15	\$25.73	\$26.23	\$26.94	\$28.14	\$29.49	\$30.81	\$32.26	\$33.07

Effective at the beginning of the pay period closest July 1, 2024.

The Department Head/Elected Official or their designee may hire above step 1 depending on years of experience.

EXHIBIT "C"

UNIT I CLERICAL: SALARY SCHEDULE

July 1, 2025 - June 30, 2026

FY26

Amount of Increase July 1, 2025	3.25%	6 month step						10 Year Step
Pay Grade	1	2	3	4	5	6	7	8
001/GS-1	\$14.50	\$15.00	\$15.13	\$15.78	\$16.46	\$17.15	\$17.93	\$18.75
002/GS-2	\$15.13	\$15.63	\$15.78	\$16.46	\$17.15	\$17.93	\$18.68	\$19.53
003/GS-3	\$15.78	\$16.28	\$16.46	\$17.15	\$17.93	\$18.68	\$19.53	\$20.42
004/GS-4	\$16.46	\$16.96	\$17.15	\$17.93	\$18.68	\$19.53	\$20.38	\$21.31
005/GS-5	\$17.15	\$17.65	\$17.93	\$18.68	\$19.53	\$20.38	\$21.30	\$22.26
006/GS-6	\$17.93	\$18.43	\$18.68	\$19.53	\$20.38	\$21.30	\$22.28	\$23.30
007/GS-7	\$18.68	\$19.18	\$19.53	\$20.38	\$21.30	\$22.28	\$23.26	\$24.33
008/GS-8	\$19.53	\$20.03	\$20.38	\$21.30	\$22.28	\$23.26	\$24.33	\$25.43
009/GS-9	\$20.38	\$20.88	\$21.30	\$22.28	\$23.26	\$24.33	\$25.42	\$26.58
010/GS-10	\$21.30	\$21.80	\$22.28	\$23.26	\$24.33	\$25.42	\$26.57	\$27.77
011/GS-11	\$22.28	\$22.78	\$23.26	\$24.33	\$25.42	\$26.57	\$27.82	\$29.08
012/GS-12	\$23.26	\$23.76	\$24.33	\$25.42	\$26.57	\$27.82	\$29.05	\$30.38
013/GS-13	\$24.33	\$24.83	\$25.42	\$26.57	\$27.82	\$29.05	\$30.45	\$31.83
014/GS-14	\$25.42	\$25.92	\$26.57	\$27.82	\$29.05	\$30.45	\$31.81	\$33.26
015/GS-15	\$26.57	\$27.07	\$27.82	\$29.05	\$30.45	\$31.81	\$33.31	\$34.83

Effective at the beginning of the pay period closest July 1, 2025.

The Department Head/Elected Official or their designee may hire above step 1 depending on years of experience.

EXHIBIT "D"

UNIT I CLERICAL: SALARY SCHEDULE

July 1, 2026 - June 30, 2027

FY27

Amount of Increase July 1, 2026	3.00%	6 month step						10 Year Step
Pay Grade	1	2	3	4	5	6	7	8
001/GS-1	\$14.94	\$15.44	\$15.58	\$16.25	\$16.95	\$17.66	\$18.47	\$19.31
002/GS-2	\$15.58	\$16.08	\$16.25	\$16.95	\$17.66	\$18.47	\$19.24	\$20.12
003/GS-3	\$16.25	\$16.75	\$16.95	\$17.66	\$18.47	\$19.24	\$20.12	\$21.03
004/GS-4	\$16.95	\$17.45	\$17.66	\$18.47	\$19.24	\$20.12	\$20.99	\$21.95
005/GS-5	\$17.66	\$18.16	\$18.47	\$19.24	\$20.12	\$20.99	\$21.94	\$22.93
006/GS-6	\$18.47	\$18.97	\$19.24	\$20.12	\$20.99	\$21.94	\$22.95	\$24.00
007/GS-7	\$19.24	\$19.74	\$20.12	\$20.99	\$21.94	\$22.95	\$23.96	\$25.06
008/GS-8	\$20.12	\$20.62	\$20.99	\$21.94	\$22.95	\$23.96	\$25.06	\$26.19
009/GS-9	\$20.99	\$21.49	\$21.94	\$22.95	\$23.96	\$25.06	\$26.18	\$27.38
010/GS-10	\$21.94	\$22.44	\$22.95	\$23.96	\$25.06	\$26.18	\$27.37	\$28.60
011/GS-11	\$22.95	\$23.45	\$23.96	\$25.06	\$26.18	\$27.37	\$28.65	\$29.95
012/GS-12	\$23.96	\$24.46	\$25.06	\$26.18	\$27.37	\$28.65	\$29.92	\$31.29
013/GS-13	\$25.06	\$25.56	\$26.18	\$27.37	\$28.65	\$29.92	\$31.36	\$32.78
014/GS-14	\$26.18	\$26.68	\$27.37	\$28.65	\$29.92	\$31.36	\$32.76	\$34.26
015/GS-15	\$27.37	\$27.87	\$28.65	\$29.92	\$31.36	\$32.76	\$34.31	\$35.87

Effective at the beginning of the pay period closest July 1, 2026.

The Department Head/Elected Official or their designee may hire above step 1 depending on years of experience.

