

COLLECTIVE BARGAINING AGREEMENT

between

**BLACK HAWK COUNTY
ENGINEER/SECONDARY ROADS &
FACILITIES DEPARTMENTS**

and

**CHAUFFEURS, TEAMSTERS AND HELPERS,
LOCAL 238, affiliated with the
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS**

July 1, 2024 – June 30, 2029

TEAMSTERS LOCAL 238
ENGINEER/SECONDARY ROADS AND FACILITIES EMPLOYEES, UNIT 4
and
BLACK HAWK COUNTY, IOWA
Effective July 1, 2024 to June 30, 2029

	Article No.	Page No.
Agreement	1	
Bulletin Boards.....	11.....	8
Casual Days.....	26.....	16
Duration of Agreement.....	29.....	17
Effect of Job Classification Changes.....	21.....	14
Employer Rights.....	3.....	3
Exhibit A (Job Classifications and Pay Grades).....		18
Exhibit B (FY25 Wage Scale).....		19
Exhibit C (FY26 Wage Scale).....		20
Exhibit D (FY27 Wage Scale).....		21
Bereavement & Funeral Leave.....	18.....	11
Grievance Procedure and Arbitration.....	5.....	4
Holidays.....	19.....	12
Hours of Work and Overtime.....	16.....	9
Impasse Procedures.....	6.....	5
Jury Duty.....	23.....	14
Job Classifications and Straight-Time Hourly Wage Rates.....	20.....	13
Leave of Absence.....	8.....	7
Longevity Pay.....	27.....	15
Mileage Reimbursement.....	22.....	12
No Strike - No Lockout.....	4.....	4
Pay Period.....	24.....	12
Recognition.....	1.....	3
Rules.....	12.....	8
Safety and Health.....	10.....	7
Seniority.....	7.....	6
Separability and Savings.....	2.....	3
Sick Leave.....	17.....	10
Steward.....	15.....	8
Training and Education.....	28.....	16
Unit Work.....	9.....	7
Vacation.....	25.....	15
Visitation.....	13.....	8
Work-Related Injury Reporting.....	14.....	8

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2024 by and between Black Hawk County, Iowa, Engineer/Secondary Roads and Facilities Departments, hereinafter referred to as the "Employer," and Chauffeurs, Teamsters and Helpers, Local Union No. 238, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "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, 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 Engineer/Secondary Roads and Facilities departments regular full-time and part-time county maintenance employees, as set forth in the Iowa Public Employment Relations Board, Order of Certification Case No. 2025, dated October 20, 1982, which excludes the tech secretary (confidential secretary to the Department Head), Department Head, foreman (also referred to as job superintendent), and all other personnel excluded under Section 4 of the Public Employment Relations Act of Iowa.

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 **EMPLOYER RIGHTS**

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right, including but not limited to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign, and retain employees in positions within the public agency; discipline, suspend or discharge employees for cause; to develop and enforce rules for employee discipline; to maintain the efficiency of governmental operations; to schedule working hours and vacation; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, equipment or facilities; determine and implement methods, means, assignments, and personnel by which the Employer's operations are to be conducted; take such actions as may

be necessary to carry out the mission of the Public Employer; initiate, prepare, certify and administer its budget; and exercise all other powers and duties granted to the public Employer by law.

Article 4 **NO STRIKE - NO LOCKOUT**

The parties agree to faithfully abide by 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, slow-downs, 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 5 **GRIEVANCE PROCEDURE AND ARBITRATION**

The Parties agree that an orderly and expeditious resolution of grievances is desirable. 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 procedures:

Informal: An employee shall discuss a complaint or problem orally with their immediate supervisor or the supervisor's designated representative within one (1) working day 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 shall present a grievance in writing to their designated supervisor within three (3) working days following the oral discussion. Within six (6) working days after this Step 1 meeting, the Employer shall answer the grievance in writing. If a grievance at Step 1 is not timely answered by the Employer, it may be automatically referred to Step 2.

Step 2: If the supervisor's answer fails to resolve the grievance, the Union and/or the aggrieved employee may, within five (5) working days present the grievance in writing to the appropriate 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 three (3) working 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 five (5) working days of the receipt of the Step 2 answer. Following a meeting with the aggrieved employee and/or the Union, the Human Resources Director shall answer the grievance in writing within seven (7) working 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 (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 employees 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 not to have the 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.

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 that the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board 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 this 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 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 the 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.

Article 6 **IMPASSE PROCEDURES**

Prior to the expiration date of this Agreement, the Board shall, upon the request of either party, appoint an impartial and disinterested person to act as mediator. It shall be the function of the

mediator to bring the parties together to effectuate a settlement of the dispute, but the mediator may not compel the parties to agree. Impasse procedure shall be per Chapter 20 of the Code of Iowa.

Article 7 **SENIORITY**

7.1: **Definition:** Seniority shall be defined two (2) ways:

- A. Bargaining Unit: The length of continuous service in the bargaining unit.
- B. Job Classification: The length of continuous service in the employee's current job classification.

7.2: **Probationary Period:** A new employee shall serve a probationary period not to exceed six (6) months. The County reserves the right, upon notification to the employee and the Union, to extend the probationary period for an additional three (3) months. Upon completion of the probationary period, the employee shall be put on the seniority list and their seniority shall be determined from their date of employment. The employee may be terminated for any reason during the probationary period, without recourse to the grievance procedure.

7.3: **Bidding:**

- A. No permanent vacancy or newly created job classification in the bargaining unit shall be filled by hire until such vacancy has been posted or employees notified for at least five (5) working days, and present employees have had the opportunity to have their applications considered. Qualified applicants outside the unit may be considered by the Department Head after said five (5) days. When the Department Head considers the successful job bidder, qualifications based on the job description will be the primary consideration, and where qualifications are equal, seniority shall govern. Employees shall be afforded the opportunity to be trained to operate equipment to qualify for promotion opportunities. The Employer reserves the right to deny crane training.
- B. An employee who has successfully bid into another job cannot bid again until one hundred and eighty (180) days have passed.

7.5: **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 cause.
- C. Engaging in work without prior approval while on leave of absence, or giving false reason for obtaining a leave of absence.
- D. Two (2) consecutive days of absence without notice to the Employer, unless evidence satisfactory to the Employer is presented that employee was physically unable to give notice.
- E. Failure to report for work at the end of 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 8
LEAVE OF ABSENCE

8.1: Upon giving reasons satisfactory to the Employer, an employee may be granted a leave of absence without pay for a period or periods of time mutually agreeable between the employee and the employer. Requests for such leave shall be made in writing to the employer.

8.2: An employee granted a leave of absence shall not be eligible for fringe benefits, holiday pay, or to accrue retirement or sick leave during the period of such leave, except as otherwise provided by state law. An employee will be granted a leave of absence without pay for a period or periods not to exceed one continuous year, upon giving a reason satisfactory to the Employer.

8.3: If the Employee does not return to work upon the expiration of their leave of absence, they shall be terminated.

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

Article 9
UNIT WORK

Supervisors may perform bargaining unit work for the following reasons: training; instruction; acting in situations when failure to do the work would result in damage to property, material, machinery or equipment; and emergency situations and at the Department Head's discretion.

Article 10
SAFETY AND HEALTH

10.1: The public employer and the employees and Teamsters Local Union No. 238, recognize their responsibility to conduct themselves in a manner that promotes safety, employee cooperation, good morale, and good job image.

10.2: It is recognized that employees will be expected to exercise reasonable judgment in the care and use of all equipment in the performance of their jobs.

10.3: The Safety Committee will be responsible for meeting quarterly to evaluate department safety, make plans for recommendations, and counsel as necessary concerning the effective administration of the County Safety Program. The Safety Committee will consist of four (4) people, with two (2) from the Employer and two (2) from the unit represented.

10.4: The County shall be responsible for the payment of any fines, fees, or other charges imposed on an employee while in a County vehicle for any unscaled overload violation imposed.

Article 11
BULLETIN BOARDS

A bulletin board shall be installed in every shop and office where unit employees are assigned. The Business Agent of the Union and/or steward shall be permitted to post official union notices on the designated bulletin board at each location, and said notice must be signed by the Business Agent of Local Union 238. Other notices may be posted only by approval of the Department Head. Notices sent by email correspondence to unit employees satisfies the requirements of this article.

Article 12
RULES

The Employer may develop, implement, and enforce Black Hawk County Personnel Policies and other work rules through employee discipline. Said personnel policies and work rules will be sent to the Union. These policies and rules will not be unreasonable in nature, and in any instances where policies/rules conflict with this Agreement, the Agreement prevails.

Article 13
VISITATION

The business representative of the Union who has been previously identified by the Union to the Department Heads or their designated representative for each visit, will be permitted to visit the jobs or shops to ascertain that the Agreement is being complied with. Said union representative is not to interfere with the Employer's operation.

Article 14
WORK-RELATED INJURY REPORTING

In the case of injury or illness due to work or incurred while at work, all such incidents must be reported to Company Nurse, the supervisor and the Department Head or their designated representatives on the same day the injury is sustained or first becomes known to the injured employee. Failure to do so may result in disciplinary action.

Article 15
STEWARD

The Employer recognizes the bargaining unit's right to have a steward and three (3) can be elected by the employees from among the workers in the unit. A written list of the names of the stewards or designated representatives of the Union employed by the County shall be furnished to the Public Employer by the Union after their designation, and all changes in the representation shall be given to the Public Employer by the Union.

Article 16 **HOURS OF WORK AND OVERTIME**

16.1: Purpose: The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week.

Determination of daily and weekly hours of work shall be made by the appropriate Department Head.

16.2: Normal Hours: The work week for maintenance employees will be forty (40) hours, Monday through Friday, with a probable starting time of 6:30 a.m. During temporary periods, road conditions or weather conditions may require more than eight (8) hours per day and more than forty (40) hours per week be worked.

16.3: Lunch and Break Periods:

- A. The Employer shall grant a one-half (1/2) hour lunch period without pay.
- B. The Employer shall grant, with pay, one fifteen (15) minute rest period in the morning and one fifteen (15) minute rest period in the afternoon. Upon approval of a supervisory (non-bargaining unit) employee on an individual basis, the arrangements for lunch and rest periods may be changed.

16.4: Travel Time: Travel time from shop to shop, or from shop to job site, shall be considered as time worked. Travel time from job site to the last shop to which assigned shall also be considered time worked.

16.5: Minimum Pay: Any employee who reports to work as directed shall receive a minimum of two (2) hours of work or pay-in-lieu thereof. Only applies if the employee is performing work for less than two hours.

16.6: Overtime:

- A. Overtime shall be paid 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 eight (8) hours per day or forty (40) hours per week. Vacation time, paid holidays, and casual days will be considered time worked for the purposes of computing overtime. Other paid leaves will not count. Overtime shall not be paid more than once for the same hours worked.
- B. The work week shall be from 12:01 a.m. Sunday to 12:00 midnight Saturday.
- C. Any work performed outside of the normal work day must have the prior approval of a supervisory (non-bargaining unit) employee. Each employee performing work at times other than normal working hours must notify a supervisor (non-bargaining unit) at the time they begins and at the time they completes work.
- D. Overtime shall be offered first to the employee who, during normal working hours, would usually be assigned to perform the work requiring the overtime. If this employee refuses the overtime, the overtime shall be offered to other employees in accordance with seniority and qualifications. If the overtime work would usually be assigned to more than one employee, the overtime shall be offered to additional employees in accordance with seniority and qualifications.
- E. Employees required to wear a pager will be paid Two Hundred Twenty Five Dollars (\$225) for any assignment in a seven (7)-day period (Monday through Sunday).

Assignments will be made by seniority rotation. Time worked when called in will be paid at the appropriate overtime rate as provided herein.

F. If employer wishes to designate one or more D.O.T. certified welders, the position(s) shall be posted for bid and shall be paid at the Operator III rate of pay. Employer agrees to pay for costs related to required certification/training for the D.O.T. certification each year.

16.7: Compensatory Time: At the employee's option, compensatory time for overtime worked during a pay period can be accumulated up to a maximum of eighty (80) hours. Compensatory time may be taken in two (2) hour increments unless mutually agreed to by the Employer and employee. The agreement by management shall not be arbitrarily, unreasonably, or capriciously denied, and compensatory time may be accrued at one and one-half (1 1/2) hours of compensatory time for each hour worked. Employees must obtain approval from the appropriate Department Head or their designated representative, prior to the beginning of the shift, to take compensatory time.

16.8: Flex-Time: Flex-time may vary the above time if agreed to by the appropriate Department Head and the employee. The flex-time will not cause any increase or loss of wages or benefits.

16.9: Inclement Weather Notification: When conditions exist (such as storms, tornadoes and floods), which are reasonably likely to require employees to come to work, employees shall keep the superintendent informed of their whereabouts should it be necessary to call them in.

Article 17 **SICK LEAVE**

17.1: Accumulation: Each full-time regular employee shall accrue sick leave at the rate of ten (10) hours per month of continuous employment. Maximum accumulation shall be nine hundred and sixty (960) hours.

17.2: Use of Sick Leave: Accumulated sick leave may be used for any of the following:

- A. Serious or confining illness of the employee.
- 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, parents, step-parents, parents of spouse, children, brothers and sisters.
- C. Medical or dental appointments which cannot be scheduled during non-working hours.
- D. Female employees may use accumulated sick leave for absences occasioned by complications resulting from pregnancy and for recovery from childbirth or miscarriage. Female employees who do not have sufficient accumulations of sick leave to cover such absences shall be eligible for an unpaid leave of absence on the same basis as other employees.

17.3: Verification: The Employer reserves the right to require satisfactory proof of illness, which may include a physician's statement or other evidence. Unauthorized use of sick leave will result in loss of pay for the duration of the absence, and may be considered grounds for further

disciplinary action. 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.

17.4: Notification: When absences due to sickness are necessitated, the employee shall notify the foreman or Department Head 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.

17.5: Conversion: Employees with nine hundred and sixty (960) hours of accumulated sick leave shall convert an additional thirty (30) hours of sick leave to eight (8) hours of casual leave.

17.6: 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.

17.7: Sick Leave Casual Day: Employees may accrue one (1) casual day for every four (4) months of zero sick leave usage. The four-month timeframes are July 1 through October 31, November 1 through February 28 (or 29), and March 1 through June 30. Sick leave casual days must be used within one (1) year of the date they are earned. Any accrued sick leave casual day(s) shall be forfeited upon termination.

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

Article 18 **BEREAVEMENT & FUNERAL LEAVE**

18.1: 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

18.2: 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.

18.3: 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.

18.4: 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 19 **HOLIDAYS**

19.1: Holidays Designated: Regular full-time and part-time employees will be eligible for the following eleven (11) paid holidays: New Year's Day; either President's Day or Martin Luther King Jr. Day, as designated by the Board of Supervisors; Memorial Day; Juneteenth; Fourth of July; Labor Day; Veteran's Day; Thanksgiving Day; Day following Thanksgiving; Christmas Day; Floating Christmas Holiday to be designated by the Employer; and Employee's floating holiday. A holiday occurring on Saturday shall be observed on the Friday preceding. A holiday occurring on Sunday shall be observed on the following Monday. Employee's may take one floating holiday at any time during the fiscal year with the approval of their immediate supervisor or department head. The floating holiday must be used during the fiscal year or it will be forfeited.

19.2: Holiday Pay: The 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 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.

19:3: 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 or 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 leaves of absence are not eligible for holiday pay.

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

Article 20
JOB CLASSIFICATIONS AND
STRAIGHT-TIME HOURLY WAGE RATES

20.1: 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.

20.2: Salary Schedule: 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 Exhibits "B" for FY25 and Exhibit "C" for FY26 and "D" for FY27 Job Classifications and straight-time Hourly Wage Rates. By this reference, said Exhibits shall become a part of this Agreement. The wage schedule shall become effective at the beginning of the pay period closest to July 1 of each year. Employees who are eligible for step increases shall receive pay increments at the beginning of the pay period nearest to the anniversary date of the qualified employee. Employees at the maximum step of their job classification's pay grade with ten (10) years of service in the bargaining unit shall move to step 6 effective the beginning of the pay period closest to July 1, 2024.

20.3: Spraying License: Employees, who are assigned the duties of spraying, shall be compensated \$25.00 month. (Initially this shall be limited to 9 employees).

Article 21
EFFECT OF JOB CLASSIFICATION CHANGES

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

21.1: 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.

21.2: 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.

Article 22
MILEAGE REIMBURSEMENT

21.1: Employees shall not be required to use their personal vehicles for jobs which would reasonably be expected to cause undue hardship on the vehicle.

Article 23
JURY DUTY

An employee required to serve as a juror shall receive their regular wages. In order 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.

Article 24
PAY PERIOD

Employees will receive paychecks at the end of each two (2) week pay period.

Article 25 **VACATION**

25.1: **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:

<i><u>Years of Service</u></i>	<i><u>Bi-weekly Accrual</u></i>
1 Year	1.54 hours
2-4 years	3.08 hours
5-11 years	4.62 hours
12-19 years	6.16 hours
20+ years	7.70 hours

Regular part-time employees will be eligible for fifty percent (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.

25.2: **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 is 3.08 hours per bi-weekly pay period, the employee's accrued vacation balance may not exceed one hundred and sixty (160) hours. If an employee's vacation accrual balance has reached its maximum amount, all earned vacation exceeding this amount shall be forfeited.

25.3: **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.

25.4: The scheduling of vacation leave is dependent upon the judgment and discretion of the appropriate Department Head. The Department Head may require the rescheduling of vacation when, in their judgment, it is necessary for the efficient operation of the department.

25.5: **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 a minimum of two (2) weeks' notice shall forfeit vacation pay.

25.6: **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 26 **CASUAL DAYS**

26.1: Establishment: Each regular full-time bargaining unit employee shall be credited with four (4) casual days each July 1, to be used for whatever purpose the employee chooses.

26.2: Administration: Casual days may be used to extend vacations or any other paid leave of absence and may be taken in one (1) hour increments, 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 and Casual days must be used during the calendar year or they will be lost. No reimbursement will be made for unused casual days upon termination from employment. Prior to the start of the work day, employees may obtain approval from the appropriate Department Head or their designated representative to use casual time in one hour increments.

26.3: Probationary employees shall be granted one (1) casual day April 1, one (1) casual day July 1, one (1) casual day October 1, and one (1) casual day January 1, if they are employed on that date.

26.4: Approval: Employees must obtain prior approval from the appropriate Department Head or their designated representative to receive casual day pay for an absence.

Article 27 **LONGEVITY PAY**

27.1: Eligibility: Each full-time bargaining unit employee shall be eligible for longevity pay based upon consecutive years of service in the bargaining unit 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.

27.2: Payment: Payment of longevity shall be divided between the first two (2) pay periods of each month. An employee will be eligible for longevity beginning the first pay period of the month following the anniversary date of their employment.

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

Article 28 **TRAINING AND EDUCATION**

Training opportunities will be provided and not be unreasonably denied. Attendance at any training involving absences from work and/or reimbursement for travel, lodging, etc., requires prior approval of the appropriate Department Head. The Employer reserves the right to deny crane training.

Article 29
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 on June 30, 2029.

During the life of this agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement or any other subjects not specifically set forth in this Agreement.

SIGNED this 31 day of May, 2024.

EMPLOYER:

BLACK HAWK COUNTY
ENGINEER/SECONDARY ROADS &
FACILITIES DEPARTMENTS



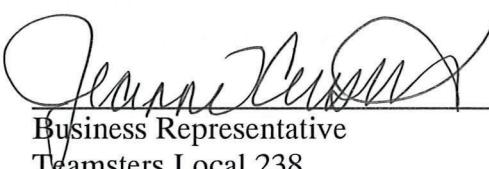
Chair
Black Hawk County Board of Supervisors



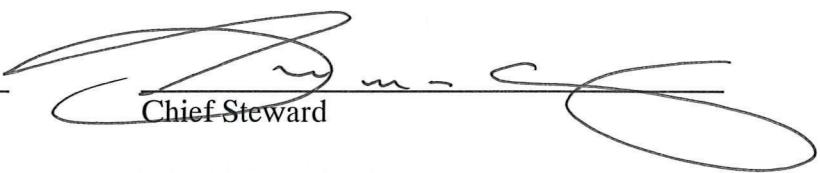
Human Resources Director

UNION:

CHAUFFEURS, TEAMSTERS AND
HELPERS, LOCAL 238, affiliated with
OF TEAMSTERS



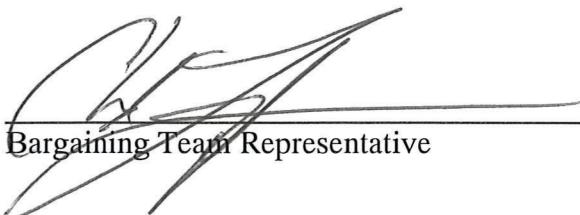
Business Representative
Teamsters Local 238



Chief Steward



Bargaining Team Representative



Bargaining Team Representative

Exhibit "A"

JOB CLASSIFICATIONS BY PAY GRADE

- 149 Property Maintenance Assistant
- 150 Building Maintenance Mechanic
- 151 Culvert Crew Worker
IRVM Technician I
Roadway Maintenance Worker
- 152 Bridge Crew Worker
Heavy Equipment Operator
- 153 Bridge Crew Welder
Culvert Crew Operator
Crane Operator Apprentice
IRVM Technician II
Lead Maintenance Mechanic
Parts & Inventory Technician
Signs Technician
- 154 Service Mechanic
- 155 Bridge Crew Lead/Crane Operator
Heavy Equipment Mechanic
- 159 Engineering Technician I
- 160 Engineering Technician II
- 161 Engineering Technician III
GIS Asset Technician

Exhibit B
Secondary Roads Wage Rates
FY 25
July 1, 2024 to June 30, 2025

ATB pay increase
 effective July 1, 2024 3.50%

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
149	\$ 18.37	\$ 19.25	\$ 20.12	\$ 20.99	\$ 21.87	\$ 22.31
150	\$ 24.92	\$ 26.10	\$ 27.29	\$ 28.48	\$ 29.66	\$ 30.26
151	\$ 23.06	\$ 24.15	\$ 25.25	\$ 26.35	\$ 27.45	\$ 28.00
152	\$ 24.41	\$ 25.57	\$ 26.73	\$ 27.89	\$ 29.05	\$ 29.63
153	\$ 25.50	\$ 26.72	\$ 27.93	\$ 29.15	\$ 30.36	\$ 30.97
154	\$ 25.01	\$ 26.21	\$ 27.40	\$ 28.59	\$ 29.78	\$ 30.37
155	\$ 27.68	\$ 29.00	\$ 30.32	\$ 31.63	\$ 32.95	\$ 33.61
159	\$ 24.05	\$ 25.20	\$ 26.35	\$ 27.49	\$ 28.64	\$ 29.21
160	\$ 25.40	\$ 26.61	\$ 27.82	\$ 29.03	\$ 30.24	\$ 30.84
161	\$ 27.33	\$ 28.63	\$ 29.93	\$ 31.23	\$ 32.53	\$ 33.19

Wage scale effective at the beginning of the pay period closest to July 1, 2024.

The Department Head or their designee may hire up to step 3 at their discretion.

Time in Steps	
Step 1:	Hire
Step 2:	Completion of 6 month probation
Step 3:	1 year anniversary
Step 4:	2 year anniversary
Step 5:	3 year anniversary
Step 6:	10 year anniversary

Exhibit C
Secondary Roads Wage Rates
FY 26
July 1, 2025 to June 30, 2026

ATB pay increase
 effective July 1, 2025 3.25%

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
149	\$ 18.97	\$ 19.87	\$ 20.77	\$ 21.68	\$ 22.58	\$ 23.49
150	\$ 25.73	\$ 26.95	\$ 28.18	\$ 29.40	\$ 30.63	\$ 31.86
151	\$ 23.81	\$ 24.94	\$ 26.07	\$ 27.21	\$ 28.34	\$ 29.49
152	\$ 25.20	\$ 26.40	\$ 27.60	\$ 28.80	\$ 30.00	\$ 31.21
153	\$ 26.33	\$ 27.59	\$ 28.84	\$ 30.09	\$ 31.35	\$ 32.61
154	\$ 25.83	\$ 27.06	\$ 28.29	\$ 29.52	\$ 30.75	\$ 31.99
155	\$ 28.58	\$ 29.94	\$ 31.30	\$ 32.66	\$ 34.02	\$ 35.40
159	\$ 24.84	\$ 26.02	\$ 27.20	\$ 28.38	\$ 29.57	\$ 30.76
160	\$ 26.23	\$ 27.48	\$ 28.72	\$ 29.97	\$ 31.22	\$ 32.48
161	\$ 28.22	\$ 29.56	\$ 30.90	\$ 32.25	\$ 33.59	\$ 34.95

Wage scale effective at the beginning of the pay period closest to July 1, 2025.
 The Department Head or their designee may hire up to step 3 at their discretion.

Time in Steps	
Step 1:	Hire
Step 2:	Completion of 6 month probation
Step 3:	1 year anniversary
Step 4:	2 year anniversary
Step 5:	3 year anniversary
Step 6:	10 year anniversary

Exhibit D
Secondary Roads Wage Rates
FY 27
July 1, 2026 to June 30, 2027

ATB pay increase
 effective July 1, 2026 3.00%

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
149	\$ 19.54	\$ 20.47	\$ 21.40	\$ 22.33	\$ 23.26	\$ 24.20
150	\$ 26.50	\$ 27.76	\$ 29.02	\$ 30.28	\$ 31.55	\$ 32.82
151	\$ 24.52	\$ 25.69	\$ 26.86	\$ 28.02	\$ 29.19	\$ 30.37
152	\$ 25.95	\$ 27.19	\$ 28.43	\$ 29.66	\$ 30.90	\$ 32.15
153	\$ 27.12	\$ 28.41	\$ 29.70	\$ 31.00	\$ 32.29	\$ 33.59
154	\$ 26.60	\$ 27.87	\$ 29.14	\$ 30.40	\$ 31.67	\$ 32.95
155	\$ 29.44	\$ 30.84	\$ 32.24	\$ 33.64	\$ 35.04	\$ 36.46
159	\$ 25.58	\$ 26.80	\$ 28.02	\$ 29.24	\$ 30.45	\$ 31.68
160	\$ 27.01	\$ 28.30	\$ 29.59	\$ 30.87	\$ 32.16	\$ 33.46
161	\$ 29.06	\$ 30.45	\$ 31.83	\$ 33.22	\$ 34.60	\$ 36.00

Wage scale effective at the beginning of the pay period closest to July 1, 2026.
 The Department Head or their designee may hire up to step 3 at their discretion.

Time in Steps	
Step 1:	Hire
Step 2:	Completion of 6 month probation
Step 3:	1 year anniversary
Step 4:	2 year anniversary
Step 5:	3 year anniversary
Step 6:	10 year anniversary