

COLLECTIVE BARGAINING AGREEMENT

between

BLACK HAWK COUNTY

and

**DEPUTY SHERIFF'S
CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL 238**

**Affiliated with the International
Brotherhood of Teamsters**

July 1, 2024 - June 30, 2029

**DEPUTY SHERIFF'S
TEAMSTERS UNION LOCAL 238
UNIT 5
and
BLACK HAWK COUNTY, IOWA**

Effective 07-01-2024 to 6-30-2029

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AGREEMENT

ARTICLE 1 **RECOGNITION**

1.1: 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 bargaining unit employees of the Black Hawk County Sheriff's Office, as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 1299.

ARTICLE 2 **EMPLOYER RIGHTS**

2.1: The Sheriff, Communications Manager and Employer may propose reasonable rules for use in and by this office. In any conflict between the office rules and this Agreement, this Agreement shall take precedent. The Union recognizes the prerogatives of the Sheriff, Communications Manager, and the Employer to operate and manage the affairs of the Black Hawk County Sheriff's Office in all respects in accordance with their responsibilities. All authority and powers, including those granted by law, which the Employer or the Sheriff, or Communications Manager have not abridged, delegated, or modified by this Agreement, are retained by the Employer, the Sheriff, and Communications Manager subject to the grievance procedure.

ARTICLE 3 **STEWARDS**

3.1: A chief steward will be appointed by the Union. Necessary time will be given to the chief steward for handling of necessary matters. The chief steward will suffer no loss of pay or time in the performance of the duties.

3.2: The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

A. The investigation and presentation of grievances with the Sheriff or the Sheriff's designated representative in accordance with the provisions of the collective bargaining agreement.

B. The collection of dues when authorized by the appropriate Union Local.

C. The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers provided such messages and information:

1. Have been reduced to writing.

2. If not reduced to writing, are of a routine nature and do not involve work stoppages or slowdowns.

3.3: The Union recognizes that the Sheriff or Communications Manager has the right to limit absences from work for the performance of stewards' duties to reasonable periods of time, and permission will be received prior to leaving their work area.

ARTICLE 4
GRIEVANCE PROCEDURE AND ARBITRATION

4.1: 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 procedure. Civilian employees who are terminated for cause may grieve a termination but may not grieve any other disciplinary action. If the Union contests a termination through arbitration, the authority of the arbitrator is limited to determining whether a preponderance of the evidence exists to support the facts alleged by the County that resulted in the termination. If the arbitrator determines that the County has not met this burden then the arbitrator's authority is restricted to reinstatement.

4.2: **Grievance Steps:**

Step 1: (Informal): An employee shall discuss a complaint or problem orally with their immediate supervisor or their designated representative within four (4) working days following its occurrence in an effort to resolve the problem in an informal manner.

Step 2: If the supervisor's answer fails to resolve the grievance, the Union and/or the aggrieved employee may, within four (4) working days, present the grievance in writing to the Division Commander or designated representative. The Division Commander or designated representative shall reply in writing within four (4) working days.

In Consolidated Communications, if the informal step fails to resolve the grievance, the Union and/or the aggrieved employee may, within four (4) working days, present the grievance to the Communications Manager or designated representative. The Communications Manager or designated representative shall reply in writing within four (4) working days.

Step 3: If the supervisor's answer in Step 2 fails to resolve the grievance, the Union and/or aggrieved employee may, within four (4) working days, present the grievance in writing to the Sheriff or designated representative. The Sheriff or designated representative shall, within four (4) working days, meet and discuss the grievance with the aggrieved employee and/or the Union, and reply in writing within four (4) working days.

In Consolidated Communications, if the Communications Manager's or designated representative's answer in Step 2 fails to resolve the grievance, the Union and/or the aggrieved employee may, within four (4) working days, present the grievance to the Consolidated Communications Board Chairperson or designated representative. The Chairperson or designated representative shall, within four (4) working days, meet and discuss the grievance with the aggrieved employee and/or the Union, and reply in writing within four (4) working days.

Step 4: If the answer in Step 3 fails to resolve the grievance, the Union may refer the grievance

to the Human Resources Director or designated representative within four (4) working days of the receipt of the Step 3 answer. Following a meeting with the Union, the Human Resources Director or designated representative shall answer the grievance in writing within seven (7) working days.

Step 5: Any grievance not settled in Step 4 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 four (4) working days after the date of the answer given in Step 4. No award may be made retroactive more than thirty (30) days beyond the date on which the grievance was first presented in written form, as provided in Step 2 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 Union.

4.3: 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 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.

4.4: 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.

4.5: 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.

ARTICLE 5 SENIORITY

5.1: Seniority means a full-time employee's length of cumulative service in a classification in the bargaining unit. In instances where classification seniority is equal, the employee with the most continuous service in the bargaining unit will be considered the most senior. In instances where continuous service in the bargaining unit is equal, the employee with the highest last four (4) digits of their social security number will be considered to be the most senior. For the purpose of layoffs, seniority shall be administered on a job classification basis. Job classifications in the unit are: Deputy, Civilian Detention Officer, Master Control Technician,

Booking Clerk, and Civilian Dispatcher.

5.2: A new civil service employee shall serve a probationary period as follows:

- A. If ILEA (Iowa Law Enforcement Academy) certified when hired, the probationary period shall be nine (9) months.
- B. If not ILEA certified when hired, six (6) months from date of ILEA certification.

A new civilian employee shall serve a probationary period of one year. 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. Probationary employees may be terminated for any reason without recourse to the grievance procedure.

5.3: The Union shall be furnished with a seniority list and job classifications of all employees covered by this Agreement, within thirty (30) days after its execution. When the working force is reduced, the employee with the least job classification seniority in the classification affected shall be the first laid off. However, the Employer may deviate from this procedure if it is determined that a Bona Fide Occupational Qualification is necessary to properly staff the Sheriff's Office. The employee removed can then replace any employee with less bargaining unit seniority. On recall from layoff, employees will be returned to work in the reverse order from which they were laid off, if they are qualified to perform the work available. Probationary employees have no recall rights.

5.4: Employees to be recalled after being on layoff shall be notified as far in advance as practical by letter sent by certified mail, return receipt requested, to the last address shown on the employee's record.

5.5: An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- A. Employee quits or retires.
- B. Employee is discharged for proper cause.
- C. Engaging in other full-time work (unless arrangements have been made with the Sheriff or Communications Manager previous to taking job) while on leave of absence, or giving false reason for obtaining leave of absence.
- D. Two (2) days off from work without notice to the Sheriff or Communications Manager unless evidence satisfactory to the Sheriff or Communications Manager is presented showing that the employee was physically unable to give notice.
- E. Failure to report for work at the conclusion of a leave of absence.
- F. Failure to report for work within five (5) working days after receipt of notice to return to work following layoffs, when notice of recall is sent to employee's last known address as shown in Employer's records.
- G. Continuous period of layoff in excess of one (1) year.

It is the employee's responsibility to keep the Sheriff or Communications Manager, and Employer informed of their current address and phone number.

ARTICLE 6
LEAVE OF ABSENCE

6.1: With the Employer's approval, an employee may be granted a leave of absence without pay for a period or periods not to exceed one (1) continuous year. Requests for such leave shall be made in writing. Requests for such leave shall not be denied on unreasonable grounds.

Notification in writing shall be given to the Union when a leave of absence is granted.

6.2: A. An employee granted a leave of absence shall not be eligible for fringe benefits, holiday pay, or accrued retirement or sick leave during the period of such leave, except as provided by state law. Premiums for insurance normally paid by the Employer will be paid by the employee after the first thirty (30) days, except, however, the Employer shall continue to make its normal contribution for insurance for an employee who is on leave of absence due to work-related illness or injury.

B. Employees who are on a leave of absence due to a work-related injury or illness will be eligible to maintain the following: vacation, casual days, sick leave, and longevity. Accrual and usage of each of these benefits will be determined by the provisions described in the specific articles of the collective bargaining agreement.

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

6.4: Upon return from leave of absence, the employee shall return to their former job if physically qualified. An employee will continue to accrue seniority during approved leave of absence.

6.5: Leave without pay not to exceed ten (10) days per year will be granted to a deputy elected or re-elected by the Union to attend educational classes or conventions conducted by the Union. The employee shall give the Sheriff or Communications Manager at least ten (10) days advance written notice of intent to attend such classes or conventions. Not more than one (1) employee shall be granted such leave at any time. The Sheriff or Communications Manager may deny such leave requests to provide for the efficient operation of the department.

6.6: Leave of absence without pay shall be granted for an employee elected to a union post or a political position. The leave shall not exceed four (4) years or the term of office, whichever is shorter. An employee may request a leave of absence in writing stating the reason and time necessary. A request for leave of absence to serve in a union post shall require the approval of both the Employer and the Union. A request for leave of absence to serve in a political position shall require approval of the Employer.

ARTICLE 7
JURY DUTY

7.1: An employee required to serve as a juror shall receive their regular wages. Time spent on jury duty shall be counted as time worked. 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 within an hour.

ARTICLE 8
BEREAVEMENT AND FUNERAL LEAVE

8.1: **Eligibility:** Each full-time employee, 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

8.2: **Length of Leave:** Upon satisfactory evidence, if requested, 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.

8.3: **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.

8.4: **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 9 SICK LEAVE

9.1: 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. Maximum accumulation shall be two hundred forty (240) days.

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

- A. Serious or confining illness of the employee.
- B. Up to fifteen (15) days per fiscal year for illness of a member of the employee's household which necessitates the employee remaining at home.
- C. In cases of serious or life threatening illness, employees may use their sick leave for their spouse or child after having exhausted the 15 days of family sick leave and any other accrued time off (such as vacation, compensatory time, casual time, etc).
- D. Medical or dental appointments which cannot be scheduled during non-working hours
- E. Female employees may use accumulated sick leave for absences occasioned by complications from pregnancy, for childbirth and complications resulting therefrom, and for recovery from childbirth or miscarriage.
- F. Employees who do not have sufficient accumulations of sick leave to cover the above absences may use accumulated paid vacation or shall be eligible for unpaid leaves of absence.
- G. Sick leave shall not be used for holidays when an employee is receiving sick leave on the day before and the day after such holiday.

9.3: Verification: The Employer reserves the right to require satisfactory proof of illness, which may include a physician's statement or other evidence. An employee absent for three (3) consecutive working days or more, shall 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 the absence and may be considered grounds for further disciplinary action.

9.4: Notification: When absences due to sickness are necessitated, the employee shall notify the Sheriff or Communications Manager or their designated representative 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.

9.5: 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.

9.6: Date of Employment: For the purposes of this Article, an employee who begins their employment on or before the fifteenth (15th) 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.

9.7: Work-Related Injury: Any time lost during the first three (3) days following a work-related injury may be charged against the employee's sick leave balance, provided a doctor's excuse is furnished to the Sheriff or Communications Manager, and the Human Resources Department.

Upon a written request submitted to the scheduling supervisor, an employee may use earned time, starting with sick leave, to fulfill the offset between the wages provided by worker's compensation and the employee's regular full time wages.

9.8: Sick Leave Casual Day: 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.

9.9: 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 DIRECTED ASSIGNMENTS

10.1: Directed assignments shall include attendance at education seminars, courses, certifications/licensure training and non-in-service training classes approved by the Sheriff or Communications Manager.

10.2: All time spent on directed assignments shall be compensated at straight-time rates not to exceed eight (8) hours per day.

10.3: All legitimate expenses incurred by the employee shall be reimbursed by the Employer. Mileage will be paid in accordance with the Code of Iowa for employee's required use of personal vehicles.

ARTICLE 11 WORKER'S COMPENSATION

11.1: In case of injury due to work or incurred while at work, all such injuries must be reported to the employee's immediate supervisor as soon as possible after the injury is sustained, but in any case, no later than twenty-four (24) hours.

ARTICLE 12
BONDS

12.1: Should the Sheriff require any deputy to give a bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Sheriff.

ARTICLE 13
INSURANCE

13.1: The Employer agrees to maintain group health insurance for each employee substantially equivalent to that in effect on the date this Agreement is provided.

13.2: The Employer will provide permanent full-time employees and their dependents the Employer's Preferred Provider group health and dental insurance.

- The Employer will maintain current plan designs and contributions for group health and dental insurance effective July 1, 2024 through June 30, 2026.
- Effective July 1, 2024 through June 30, 2026 employees electing single coverage under the \$500 Plan shall contribute the lesser of 15% of the gross insurance premium or one hundred and five dollars (\$105.00) and employees electing dependent coverage under the \$500 Plan shall contribute the lesser of 15% of the gross insurance premium or two hundred and thirty dollars (\$230.00) toward the cost of the monthly premium rate.
- Effective July 1, 2024 through June 30, 2026, employees electing single coverage under the \$750 Plan shall the lesser of 10.0% of the gross insurance premium or contribute sixty- six dollars (\$66.00) and employees electing dependent coverage under the \$750 Plan shall contribute the lesser of 10.0% of the gross insurance premium or one hundred and sixty dollars (\$160.00) toward the cost of the monthly premium rate.
- Effective July 1, 2026 the County will at a minimum maintain the similar benefit design of the 750 Plan. The County reserves the right to add additional coverage options. Contribution rates and plan design shall be the same as non-union health insurance plans. The contribution rates shall not be more than 15% of the total premium for the plan selected.

Where there are two (2) married employees employed by the county, they may take one (1) family plan or two (2) single plans. The Employer shall have the exclusive right to select the carrier for such insurance without a substantial reduction or substantial change in benefits.

13.4: The Employer will provide twenty-five thousand dollars (\$25,000) life insurance coverage for each permanent full-time employee. The Employer shall have the exclusive right to select the carrier for such insurance without reduction or change in benefits.

13.5: The Employer agrees to maintain group dental insurance coverage for each employee in addition to the existing group health insurance. The Employer shall have the exclusive right to select the carrier for such insurance without substantial reduction or substantial change in benefits.

ARTICLE 14
VACATION

14.1: Vacation Eligibility: During the first 90 days of employment, 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
5-9 years	4.62 hours
10-19 years	6.16 hours
20+ years	7.70 hours

Only regular, full-time employees are eligible for vacation time and pay. The work week shall be defined as that period between 12:01 a.m. Sunday and 12:00 midnight Saturday.

Dispatchers who have 15 or more years of service as of 7/1/19 shall continue to accrue the 6th day of vacation per week for working a 6 & 3 schedule according to the following schedule:

<u>Years of Service</u>	<u>Bi-weekly Accrual</u>
15 – 19 years	7.38 hours
20 + years	9.23 hours

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

14.3: An employee on vacation when a holiday occurs shall receive holiday pay in lieu of vacation pay.

14.4: Applications for vacations in the Sheriff's office should be presented two (2) weeks prior but no more than 7 (seven) months prior to the event date. The requests shall be submitted electronically via e-mail to the employee's scheduling supervisor. Vacation shall be granted 6 months in advance by seniority. When the scheduling supervisor receives vacation requests at the same time from more than one employee for the same date(s), the senior employee's request will be approved first. If other less-senior employee(s) can be given the same vacation time off, taking into account the minimum staffing requirements, those requests may be approved. Once vacation time is approved by the scheduling supervisor, the approved employee's request is locked in and is not subject to being over-ridden by a senior employee.

However, should an employee change shifts after vacation has been approved, the vacation is not guaranteed, but will be honored if possible.

Consolidated Communications employees should refer to the letter of understanding. Rescheduling of vacations may be required when it is necessary for the justifiable, efficient operation of the department.

14.5: Vacation leave shall be taken in increments of one (1) hour.

14.6: Upon resignation, termination from County service, or death, an employee shall be paid for all unused vacation left at time of termination. However, employees who are discharged for cause, or employees who quit without a minimum of two (2) weeks advance notice to the Employer, shall forfeit vacation pay.

14.7: Vacation pay will be at the employee's regular straight-time rate.

ARTICLE 15 HOLIDAYS

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

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	Christmas Eve Day*
Labor Day	Floating Personal Day**

*Employees working where operations are not continuous will have a Floating Christmas holiday to be designated by the Employer.

**Employees may take one floating personal day 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.

Regular full-time employees shall be paid for each of the holidays set forth in this Article, which occur 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.

15.2: To be eligible for holiday pay, an employee must have worked the last full scheduled work day immediately before and the first full scheduled work day immediately after each holiday. If the employee is absent only the last scheduled work day before or the first scheduled work day after the holiday as a result of personal illness or on-the-job injury, the employee shall be considered as having met these requirements. The Employer may require such evidence as it deems necessary to establish bona fide absence to qualify for holiday pay.

15.3: An employee on layoff or leave of absence is not eligible for holiday pay unless special arrangements, mutually agreeable between the Employer and employee, have been made prior to the holiday.

15.4: An employee on paid leave when a holiday occurs shall receive holiday pay in lieu of other paid leave.

15.5: Each employee will keep the Sheriff or Communications Manager reasonably informed of their whereabouts should it become necessary to cope with an emergency situation (snow storm, ice storm, flood, tornado, etc.).

15.6: A holiday occurring on Saturday shall be observed on the Friday preceding, and a holiday occurring on a Sunday shall be observed on the following Monday, except however, employees who work on schedules where operations are continuous shall observe holidays on the days on which they actually occur.

15.7: For each holiday which falls on an employee's regular day off, the employee shall be entitled to an additional casual day which must be used within twelve (12) months from the date that it is earned.

ARTICLE 16 CASUAL DAYS

16.1: There shall be four (4) compensated "personal days" allowed to each employee within a fiscal year. Personal days shall be taken at the discretion of the Sheriff or Communications Manager, and at such time as will not unduly interfere with the operation of the department. An employee taking a personal day shall be considered to have worked not more than eight (8) hours for the purpose of determining eligibility for overtime pay, in accordance with the provisions of Article 20 of this Agreement.

16.2: Casual leave shall be taken in increments of one (1) hour.

ARTICLE 17 SAFETY

17.1: The Sheriff shall first consider the personal safety of the bargaining unit employees in establishing operational procedures. A bargaining unit employee ordered to work under

conditions considered to be unsafe may subsequently refer the matter to the grievance procedure.

17.2: It is the duty of the bargaining unit employee, and they shall at the end of the shift, report all defects of equipment. The Sheriff shall not ask or require a bargaining unit employee to take out any equipment that has not been cleared as safe by the shift supervisors.

ARTICLE 18
LEGAL AND PERSONAL

18.1: Employer agrees to maintain all liability insurance coverage, including false arrest insurance, at current levels of coverage, and the Union shall be furnished a copy of such policies upon request.

ARTICLE 19
SEPARABILITY AND SAVINGS

19.1: 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. Any such items which may be in question will be promptly negotiated to bring it in line with existing authority. In the event that any of the contract shall be declared illegal, the party shall, as soon as possible, negotiate a provision which will cause that Article to be in line with the change in the law. Any such change will be subject to grievance procedure.

ARTICLE 20
HOURS OF WORK

20.1: 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 shall be made by the Sheriff or Communications Manager.

20.2: It is understood and agreed that the operation of the Sheriff's Office and the Consolidated Communications Center are continual, non-stop operations. The number of shifts and hours of work shall be determined by the Sheriff and the Communications Center Manager.

- a) For employees assigned to the Jail Division or Patrol Division, the normal work week schedule shall consist of either a 6-3 rotating schedule or a 5-2 fixed or rotating schedule. The determination of the schedule format (i.e. 6-3 or 5-2) shall be determined by the Sheriff. This paragraph does not diminish the Sheriff's authority to set the shift hours as set forth in the preceding paragraph. Furthermore, nothing in this section prohibits the parties from mutually agreeing upon a different schedule."
- b) If the schedule is a 5-2 fixed, and is not Monday through Friday, the days off will be bid along with the shift.

On February 1, and August 1, employees shall be given the opportunity to submit their shift preference to the Sheriff and Communications Center Manager. Employees shall be awarded their selection on the basis of seniority within each division, as long as they are qualified to perform work assigned on their selected shifts. The Sheriff or Communications Center Manager may deviate from this if it is determined a Bona Fide Occupational Qualification is necessary for proper staffing. Results of the biannual shift selection shall be effective the pay period closest to March 1, and September 1. When an employee is assigned to a different division after March 1 or September 1, the employee will be allowed to select their shift preference at the next shift pick based on seniority.

20.3: A premium of sixty cents (\$0.60) per hour shall be paid to employees assigned to the second and third shifts.

20.4: Overtime shall be paid for all time worked in excess of eight (8) hours each day or forty (40) hours in a work week. When an employee is forced to work outside their assigned shift without a one (1) week advance notice, the employee shall be paid overtime for such time. Overtime as defined herein shall be paid at the rate of time and one-half (1 1/2) the employee's straight time hourly rate.

Sheriff's Office Overtime Procedures:

Overtime shall first be offered to employees within the division, and administered as follows:

- A. Scheduled: When the necessity for overtime is known more than eight (8) hours in advance, such time will be distributed to the division employees by seniority. The Sheriff has the authority to temporarily assign qualified employees currently on shift to cover vacancies of less than 8 hours.
- B. Unscheduled: When less than eight (8) hours notice is available for the need of overtime, the overtime will first be offered to working employees. If no one desires the overtime, it will be offered to employees working the shift following the overtime. Absent volunteers, the employee at the top of the forced overtime list working shall be forced to work up to four (4) hours overtime. If an employee is so forced, to meet minimum staffing requirements, the employee at the top of the forced overtime list from the overtime-following shift will be forced to relieve the first employee. Once the employee works the forced overtime to meet minimum staffing requirements, they shall be moved to the bottom of the forced overtime list. If an employee volunteers for forced overtime, they shall be moved to the bottom of the forced overtime list.

For the purpose of overtime distribution for both the Sheriff's Office and Communications Office, notice shall be deemed to have been made if a message is left at an employee's residence or cell phone number on file. Employees shall not be held to forced overtime unless personally contacted.

20.4B: Compensatory time for employees working overtime during a pay period can, at the

employee's option, accrue at the rate of one and one-half (1 1/2) hours overtime for each hour worked up to a maximum of ninety-six (96) hours. Briefing is not included. No more than 96 hours may be used in a fiscal year. In the pay period that includes December 1st, employees will have the option to be paid out any accrued compensatory time in excess of 40 hours. Written request for a payout must be received no later than November 1st.

20.5: The normal work day shall be eight (8) hours, which includes a fifteen (15) minute break period in the first one-half of the shift, and a fifteen (15) minute break period in the second one-half of the shift. There will be a thirty (30) minute paid lunch period during the middle of the shift. It is hereby acknowledged that the breaks and lunch time may not be scheduled due to the nature of the law enforcement experience, but the parties agree to make reasonable attempts to adhere to the schedule outlined herein.

20.6: Vacation time, paid holidays, and paid sick leave time does count as time worked toward computation of overtime. Overtime shall not be paid more than once for the same hours worked.

20.7: An employee may have the right to change a work day with another employee upon their mutual agreement, and with the approval of the Sheriff or Communications Manager or their designated representative, if such change of work day will not result in overtime compensation that would not normally have been paid.

Consolidated Communications employees should refer to the letter of understanding for shift trades. A trade will be considered two co-workers working for each other for a period of four hours or more. A trade is counted only against the employee requesting the trade and not against those working for the requesting employee. The employee requesting the trade shall only be charged one (1) trade per day, but may trade with two (2) workers in order to trade one (1) full shift. 20.8: Any deputy who is required to limit their personal time by being placed on "call" or "standby" shall be compensated at the following rate: two (2) hours of straight-time for every eight (8) hour shift they are required to be on call or standby. This shall not be construed to be paid for overtime, or to allow to be totaled in the weekly hours in excess of forty (40) hours. If the deputy is called in to work, they shall be paid a minimum of two (2) hours pay at the appropriate rate of pay, which shall include overtime if applicable. A deputy called in shall receive pay for work only in lieu of call-in or standby pay.

ARTICLE 21 SUBPOENA AND WITNESS FEES

21.1: An employee who is subpoenaed or called as a witness or to otherwise give information before a court or duly constituted body, when such information is required by their official position, shall be considered to be at work for the purpose of this Article.

21.2: An off-duty employee who is called to give testimony as set forth in Section 21.1 above shall receive a credit for a minimum of two (2) hours worked for such time spent, except that an employee subpoenaed or called to testify during off-duty hours with less than twelve (12) hours advance notice from the Sheriff shall receive credit for a minimum of four (4) hours worked. Notice shall be deemed to have been made if a completed call for the employee is left at the

employee's residence or cell phone number on file. No employee shall receive pay pursuant to this Article and Article 20 for the same hours worked.

ARTICLE 22
PAY PLAN

22.1: The salary schedule will increase as follows:

Fiscal Year	Sworn	Civilian
July 1, 2024	4.00%	4.00%
July 1, 2025	4.00%	3.00%
July 1, 2026	4.00%	3.00%
July 1, 2027	Reopener	Reopener
July 1, 2028	Reopener	Reopener

Reference is made here to Exhibit "A" for FY25, Exhibit "B" for FY26, Exhibit "C" for FY27, Job Classifications and straight-time Hourly Wage Rates. By this reference, said Exhibits shall become a part of this Agreement.

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. Sworn staff eligible for Step J shall be placed at Step J effective the beginning of the pay period nearest to July 1, 2024.

The appropriate salary schedule shall become effective the beginning of the pay period closest to July 1 and shall remain in effect during that fiscal year. Employer retains the right to add new job classifications or delete job classifications as may be necessary.

ARTICLE 23
NO STRIKE - NO LOCKOUT

23.1: 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 as defined in the Code of Iowa.

23.2: 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 24
LONGEVITY

24.1: Longevity compensation is based upon the number of years of consecutive years of full-time employment with the County. Employees hired on July 1, 2019 or thereafter, are not eligible for longevity until they have completed 12 years of service. Payment shall be made for all time employed by the Sheriff in any full-time bargaining unit capacity.

24.2: A break in employment does not constitute loss of time for longevity purposes. The

following longevity schedule becomes effective July 1, 1982:

Completion of four (4) years of service:	\$45 per month
Completion of eight (8) years of service:	\$55 per month
Completion of twelve (12) years of service:	\$65 per month
Completion of sixteen (16) years of service:	\$75 per month
Completion of twenty (20) years of service:	\$85 per month

24.3: Eligibility for Longevity: For the purposes of this chapter, an employee will be eligible for longevity beginning the first pay period of the month following the anniversary date of their employment.

ARTICLE 25 ELIGIBILITY FOR PAY INCREMENTS

25.1: Basis for In-Grade Increments: In-grade increments shall be granted automatically, unless during the existing grade period, the employee shall have been disciplined for unsatisfactory work performance, in which instance, the time in step shall be computed from the date of discipline.

25.2: Adjustment of Pay: Pay increment adjustments shall be made at the beginning of the pay period in which the anniversary date of employment occurs, unless the work period has been adjusted in Section 25.1 or Section 26.1 (Promotion).

ARTICLE 26 EFFECT OF JOB CLASSIFICATION CHANGES

26.1: Job classifications for unit employees are: deputy, master control technician, booking clerk, civilian detention officer, and civilian dispatcher. 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.

Lay-Off: When an employee, following lay-off, is re-employed in the same class from which they were laid off, they shall be placed in the same pay step that they occupied at the time of lay-off. When the employee is re-employed in a class having a lower pay range, their rate of pay shall be the same as that which they received at the time of lay-off, provided that the pay rate is within the range of the lower class; otherwise, their rate of pay shall be reduced to the maximum of the pay range of the lower class.

26.2: Employees assigned as a Field Training Officer, Communications Training Officer, Lead Dispatcher, Lead Master Control Technician, or Lead Booking Clerk shall receive an additional 5.00% above their normal hourly rate for all hours worked performing those duties.

ARTICLE 27
MILITARY LEAVE OF ABSENCE

28.1: A permanent full-time employee may be granted a military leave of absence for a period up to thirty (30) days per calendar year with pay as prescribed by the Code of Iowa.

ARTICLE 28
LABOR-MANAGEMENT MEETINGS

29:1 There shall be Labor-Management meeting with the structure and procedures of such meetings mutually agreed upon and memorialized in a separate Memorandum of Understanding. The bargaining unit members will be released from work with pay to attend such meetings, if such Labor-Management meetings fall within their normal working hours. Unless mutually agreed to a different frequency, regular meetings of the Committee shall be held at least once every three months at a mutually convenient time.

ARTICLE 29
DEFERRED COMPENSATION CONTRIBUTION

After 20 years of continuous service and a “bonafide” IPERS retirement, the County shall contribute the following amount to an employee’s deferred compensation account:

<u>Accumulated Sick Leave</u>	<u>Contribution</u>
Minimum of 1200 Hours	\$5,000
Minimum of 1500 Hours	\$7,500
1920 Hours	\$10,000

**This is an extension of the trial program to incentivize employees not to use sick leave. This provision shall be removed from the contract effective 6/30/2029 and is only applicable to employees hire prior to 7/1/2024.

ARTICLE 30
DURATION OF AGREEMENT

31.1: This Agreement shall be retroactively effective beginning July 1, 2024, and will continue in full force and effect until its expiration on June 30, 2029.

Signed this 31 day of May, 2024.

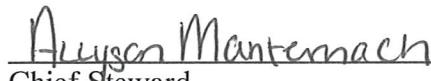
CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL 238, affiliated with the International
Brotherhood of Teamsters



Business Representative

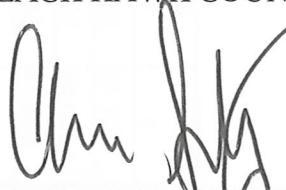


Chief Steward

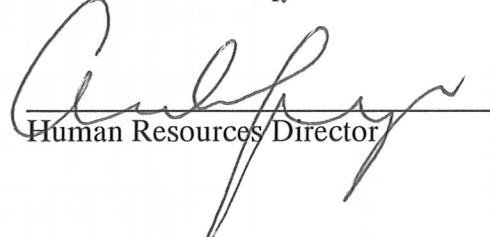


Chief Steward

BLACK HAWK COUNTY, IOWA



Chair, Board of Supervisors



Human Resources Director

BLACK HAWK COUNTY DEPUTY SHERIFF EMPLOYEES
UNIT 5 - PAY SCALES FOR FY25

Exhibit A

Effective 7-1-24* to 6-30-25

ATB Sworn 4.00%
 ATB Non-Sworn 4.00%

Pay Grade	Job Classification	A	B	C	D	E	F	G	H	I	J
		0	1	2	3	4	5	6	7	8	9
201	Deputy	\$29.79	\$30.89	\$32.03	\$33.23	\$34.47	\$35.76	\$37.10	\$38.50	\$39.95	\$41.14
202	Civilian Detention Officer	\$24.85	\$25.75	\$26.70	\$27.67	\$28.69	\$29.75	\$30.85	\$32.00	\$33.19	
203	Booking Clerk	\$24.85	\$25.75	\$26.70	\$27.67	\$28.69	\$29.75	\$30.85	\$32.00	\$33.19	
204	Master Control Technician	\$24.85	\$25.75	\$26.70	\$27.67	\$28.69	\$29.75	\$30.85	\$32.00	\$33.19	
205	Civilian Dispatcher	\$24.85	\$25.75	\$26.70	\$27.67	\$28.69	\$29.75	\$30.85	\$32.00	\$33.19	

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

Steps effective at the beginning of the pay period in which the employee's anniversary date occurs.
 The Sheriff or their designee may hire up to step E depending on prior years of related experience.

BLACK HAWK COUNTY DEPUTY SHERIFF EMPLOYEES
UNIT 5 - PAY SCALES FOR FY26

Exhibit B

Effective 7-1-25* to 6-30-26

ATB Sworn 4.00%
 ATB Non-Sworn 3.00%

Pay Grade	Job Classification	A	B	C	D	E	F	G	H	I	J
		0	1	2	3	4	5	6	7	8	9
201	Deputy	\$30.98	\$32.13	\$33.31	\$34.56	\$35.85	\$37.19	\$38.58	\$40.04	\$41.55	\$43.21
202	Civilian Detention Officer	\$25.60	\$26.52	\$27.50	\$28.50	\$29.55	\$30.64	\$31.78	\$32.96	\$34.19	
203	Booking Clerk	\$25.60	\$26.52	\$27.50	\$28.50	\$29.55	\$30.64	\$31.78	\$32.96	\$34.19	
204	Master Control Technician	\$25.60	\$26.52	\$27.50	\$28.50	\$29.55	\$30.64	\$31.78	\$32.96	\$34.19	
205	Civilian Dispatcher	\$25.60	\$26.52	\$27.50	\$28.50	\$29.55	\$30.64	\$31.78	\$32.96	\$34.19	

*Wage scale effective at the beginning of the pay period closest to July 1, 2025.

Steps effective at the beginning of the pay period in which the employee's anniversary date occurs.
 The Sheriff or their designee may hire up to step E depending on prior years of related experience.

BLACK HAWK COUNTY DEPUTY SHERIFF EMPLOYEES
UNIT 5 - PAY SCALES FOR FY27

Exhibit C

Effective 7-1-26* to 6-30-27

ATB Sworn 4.00%
 ATB Non-Sworn 3.00%

Pay Grade	Job Classification	A 0	B 1	C 2	D 3	E 4	F 5	G 6	H 7	I 8	J 9
201	Deputy	\$32.22	\$33.42	\$34.64	\$35.94	\$37.28	\$38.68	\$40.12	\$41.64	\$43.21	\$44.94
202	Civilian Detention Officer	\$26.37	\$27.32	\$28.33	\$29.36	\$30.44	\$31.56	\$32.73	\$33.95	\$35.22	
203	Booking Clerk	\$26.37	\$27.32	\$28.33	\$29.36	\$30.44	\$31.56	\$32.73	\$33.95	\$35.22	
204	Master Control Technician	\$26.37	\$27.32	\$28.33	\$29.36	\$30.44	\$31.56	\$32.73	\$33.95	\$35.22	
205	Civilian Dispatcher	\$26.37	\$27.32	\$28.33	\$29.36	\$30.44	\$31.56	\$32.73	\$33.95	\$35.22	

*Wage scale effective at the beginning of the pay period closest to July 1, 2026.

Steps effective at the beginning of the pay period in which the employee's anniversary date occurs.
 The Sheriff or their designee may hire up to step E depending on prior years of related experience.