

**COLLECTIVE BARGAINING
AGREEMENT**

Between

BLACK HAWK COUNTY

And

**COUNTY ATTORNEYS
AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES
AFL-CIO, LOCAL 679
Unit 6**

July 1, 2024 - June 30, 2029

**BLACK HAWK COUNTY
AND AFSCME LOCAL 679**

Representing County Attorney Employees

July 1, 2024 to June 30, 2029

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AGREEMENT

PREAMBLE

THIS AGREEMENT entered into between Black Hawk County, hereinafter referred to as the Employer, and AFSCME Local 679, Iowa Public Employee Council 61, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious individual efficiency and quality of service; and to express complete agreement between the parties.

ARTICLE 1 **RECOGNITION**

1.1: The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment covered by the Act, for all employees of the Black Hawk County Attorney's Office as covered in PERB Case #4775.

ARTICLE 2 **SEPARABILITY AND SAVINGS**

2.1: 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. Upon the issuance of such a decision, the parties agree to negotiate immediately a substitute for the invalidated article, section, or portion thereof.

ARTICLE 3 **NON-DISCRIMINATION IN EMPLOYMENT**

3.1: The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable.

3.2: Employer and Union agree that equal opportunity in employment is a mutually desired goal, and the parties will cooperate in the implementation of that goal through affirmative action programs.

3.3: There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate support or non-support or participation or non-participation in Union affairs and/or activities.

3.4: Where he or she, his or her, is used in the contract, it does not designate sex and in no way is to infer discrimination of the opposite sex unless stated "male" or "female."

ARTICLE 4

EMPLOYER RIGHTS

4.1: The Employer has and will continue to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects, and the powers or authority which the Employer has not abridged, delegated, or modified by the express provisions of this Agreement are retained by the Employer. The rights of the Employer, through its management officials, shall include, but not be limited to, the following:

Exercise control and discretion over the organization and efficiency of operation; set standards for services to the public; direct the employees, including the right to assign work; hire, examine, classify, train, transfer, assign and schedule employees in positions with the Employer; suspend, demote, discharge, or take other disciplinary action against the employees for proper cause; determine employee qualifications; approve vacations, 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; take such actions as may be necessary to carry out the mission of the public employer; increase, reduce, change, modify, or alter the composition and size of the workforce, including the right to relieve employees; reallocate positions to higher or lower classifications; determine the locations, methods, means and personnel by which operations are to be conducted, including the right to determine whether goods and services are to be provided or purchased, establish, modify, combine, or abolish job classifications; change or eliminate existing methods, equipment, or facilities, initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the public Employer by Law.

ARTICLE 5

NO STRIKE - NO LOCKOUT

5.1: The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any employees covered by this Agreement will instigate, promote, sponsor, engage in, encourage, sanction, suggest or condone any strike, sympathy strike, slowdown, concerted stoppage of work, picketing the Employer's premises, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, any other intentional interruption of the operations of the County Attorney's Office or related activities as covered in Section 12 of the Act.

5.2: 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.

5.3: Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Employer.

ARTICLE 6

GRIEVANCE PROCEDURE

6.1: The parties agree that 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:

6.2 - **Informal**: An employee shall discuss a complaint or problem orally with their immediate supervisor or their designated representative within eight (8) working hours following the employee's knowledge of its occurrence in an effort to resolve the problem in an informal manner. In the event an immediate supervisor or designee is inaccessible, the matter will be allowed progression to Step 1.

6.3 - Grievance Steps:

Step 1: If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union may present a grievance in writing to their immediate supervisor within five (5) working days following the oral discussion. Failure to hold an informal discussion within the five (5) day period shall not bar the filing of a written grievance. A copy of the grievance shall be forwarded to the Human Resources Director. Within five (5) working days of this Step 1 meeting, the supervisor will answer the grievance in writing.

Step 2: If the supervisor's answer fails to resolve the grievance, the aggrieved employee and/or the Union may, within three (3) working days, present the grievance in writing to the department head. The department head shall, within three (3) working days, meet and discuss the grievance with the aggrieved employee, 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 County 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 five (5) working days after the date of the Human Resources Director's answer given in Step 3.

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

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

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

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

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

6.6 - Investigatory Suspension: An employee, who is the subject of a disciplinary investigation, may be placed on investigatory suspension without pay provided there is just cause to warrant an investigatory suspension. If the investigatory suspension extends beyond fourteen (14) calendar days, the employee shall be placed on investigatory suspension with pay until the completion of the investigation. An employee placed on investigatory suspension shall be reimbursed for all lost pay if the employee is not placed on disciplinary suspension without pay or discharged as a result of the investigation. The completed investigation shall be reviewed by the Human Resources Director prior to the imposition of any disciplinary action which may result from the investigation. The Human Resources Director will submit a written review and recommendation to the affected employee's department head. A copy of the Human Resources Director's review and recommendation will be sent to the Board of Supervisors.

Discharge - No employee shall be discharged for cause unless an investigatory suspension review and recommendation has been completed by the Human Resources Director prior to the discharge.

1. If, as a result of the investigation, it has been decided that there is just cause for a discharge, the department head will notify the employee in writing of the investigation evidence, the pending discharge, and a meeting date to allow the employee to refute the evidence.

2. The department head will meet with the employee to review the evidence and the employee's explanation of the evidence.

3. Upon conclusion of the meeting, the department head will submit a written notice of the discharge to the employee and the Human Resources Department, if the department head decides to proceed with the discharge.

6.7: The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure and the matter shall be handled in accordance with the procedure through the arbitration step if deemed necessary by the Union.

6.8 - **Processing Grievances During Working Hours**: The union steward(s) and grievant may process grievances during working hours without loss of pay.

ARTICLE 7 **SENIORITY**

7.1 - **Definition**: Seniority means an employee's length of continuous service in the bargaining unit since their last date of hire.

7.2 - **Probationary Period**: A new employee shall serve a probationary period of six (6) months. During the probationary period, the employee shall have no seniority rights or recourse to the grievance procedure. The County Attorney may terminate probationary employees at any time during the probationary period without recourse from the employee.

7.3 - **Seniority Lists**: The department shall supply to the Union an updated seniority list showing the continuous service of each employee. An employee's standing on the seniority list will be final unless protested in writing to the department within thirty (30) days after the list is supplied to the Union.

7.4 - **Breaks in Continuous Service**: Seniority and the employment relationship shall be broken and terminated if an employee:

1. Quits
2. Is discharged for just cause.
3. Is absent from work for three (3) consecutive working days without notification to the agency.
4. Fails to report for work at the termination of a leave of absence.
5. Accepts other full-time employment without permission while on a leave of absence for personal or health reasons.
6. Retires or has retired.
7. If the employee gives a false reason for a leave of absence.
8. If a settlement with the employee has been made for total disability.
9. If the employee falsifies pertinent information on their application for employment.

7.5 - **Bidding**: When filling permanent vacancies, the County Attorney shall recruit and select applicants in accordance with Black Hawk County's Personnel Policies and Affirmative Action Program. Permanent job openings in the bargaining unit shall be posted on the bulletin board in the County Attorney's office and the Human Resources Department for a period of three (3) working days.

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 of time mutually agreeable between the employee and the County Attorney. Requests for such leave shall be made in writing to the County Attorney and shall not be unreasonably denied.

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

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

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

ARTICLE 9

VACATION LEAVE

9.1 - **Method of Earning**: Each regular 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 Rate</u>
1 - 4 years	3.08 hours accrual (2 weeks)
5-12 years	4.62 hours accrual (3 weeks)
13-19 years	6.16 hours accrual (4 weeks)
20 + years	7.70 hours accrual (5 weeks)

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.

9.2 - **Eligibility**: Only full-time employees are eligible for full vacation time. An employee is not eligible to use accrued vacation or receive reimbursement upon termination during the employee's probationary period.

9.3 - **Accumulation**: 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 160 hours. If an employee's vacation accrual balance has reached its maximum amount, all earned vacation exceeding

this amount shall be forfeited.

9.4 - **Scheduling Vacation**: The scheduling of vacation leave is dependent upon the judgment and discretion of the department head. The department head may require the rescheduling of vacation leave when, in their judgment, it is necessary for the efficient operation of the department.

9.5 - **Termination**: Upon resignation or termination from County service, an employee shall be paid for all unused vacation left at the 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.

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

ARTICLE 10 **SICK LEAVE**

10.1 - **Accumulation**: Each full-time regular employee shall accrue sick leave at the rate of ten (10) hours per month of continuous employment. The accrual shall be credited the first pay check of the following month. Maximum accumulation shall be one hundred twenty (120) days.

10.2 - **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 three (3) days per fiscal year for contagious or serious illness of a member of the employee's immediate family and the employee reports their presence is required. Immediate family shall be defined as spouse, parents, step-parents, parents of spouse, minor children, minor step-children, brothers, and sisters.

10.3 - **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.

10.4 - **Notification**: When absences due to sickness are necessitated, the employee shall notify the department head within one (1) hour of 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.

10.5 - **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.

10.6 - **Date of Employment**: For the purpose of this chapter, 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.

10.7 – **Conversion**: A full-time employee may accrue eight (8) hours casual time for every four (4) months of zero sick leave. 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 time shall be forfeited upon termination.

ARTICLE 11

BEREAVEMENT AND FUNERAL LEAVE

11.1: Eligibility: Each full-time employee shall, after ninety (90) days of continuous employment, 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

11.2: 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 of 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 of 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.

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.

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 12 **HOLIDAYS**

12.1 - **Holidays Designated**: Regular full-time employees are eligible for the following eleven (11) paid holidays:

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

*To be designated by the Employer.

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

***An employee attending Fall Conference or other approved conferences on the County's observance of Veteran's Day, an employee will receive a floating holiday to be utilized during the fiscal year, with prior approval of the County Attorney.

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.

12.2 - **Eligibility**:

A. To be eligible for holiday pay, an employee must have worked the last scheduled work day before and the first scheduled work day following the holiday. However, if an employee is absent on either or both of these days as a result of personal illness, on-the-job accident or illness, or with prior approval of their supervisor, the employee will be considered to have met these requirements.

B. Employees on unpaid leave of absence are not eligible for holiday pay.

ARTICLE 13 **PERSONAL DAYS**

13.1 - **Establishment**: Each full-time bargaining unit employee shall be credited with four (4) personal days each fiscal year to be used for whatever purpose the employee chooses. Personal days must be used during the fiscal year or they will be lost. No reimbursement will be made for unused personal days upon termination from employment.

13.2 - **Approval**: Employees must obtain prior approval from their supervisor to receive personal day pay for an absence.

13.3 - **Probationary Employees**: Probationary employees shall be granted one (1) personal day October 1, one (1) personal day January 1, one (1) personal day April 1, and one (1) personal day July 1 if they are employed by the Employer on that date. Employees are not eligible for casual day benefits during the first ninety (90) days of employment. However, upon completion of probation, employees shall be credited with accrued personal days as of the date of employment.

ARTICLE 14 **HOURS OF WORK**

14.1: The employees of the County Attorney's Office shall be considered salaried. Hours of work per day and per week shall be subject to case responsibility. The Assistant County Attorneys shall not be eligible for overtime and shall vary their time to the needs of the department.

ARTICLE 15 **PRE-TAX REIMBURSEMENT ACCOUNT**

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

ARTICLE 16 **PAY PLAN**

16.1 – **Wages**:

FY25, FY26, and FY27: Effective the beginning of the pay period nearest to July 1st, employees shall be compensated in accordance with the salary schedule attached to this Agreement and marked "Appendix A." Pay increments shall be effective at the beginning of the pay period that includes the qualified employee's anniversary date.

FY28 and FY29: Reopener on wages.

16.2 – **Wage Maximum**: The top step of the pay matrix shall not exceed 82% of the County Attorney's salary.

ARTICLE 17 **LONGEVITY**

17.1 – **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.

17.2 – **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.

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


ARTICLE 18

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.

SIGNED THIS 31st day of May, 2024.

EMPLOYER:



Chairperson
Board of Supervisors

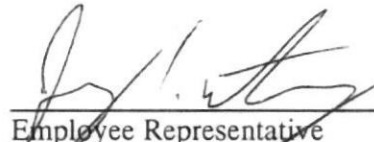
Amanda Fesenmeyer

Human Resources Director

UNION:

Robin R. White

Robin White, Business Representative
AFSCME Local Union #679



Employee Representative
AFSCME Local Union #679

Christine Taylor

Employee Representative
AFSCME Local Union #679

Appendix A

BLACK HAWK COUNTY ATTORNEY EMPLOYEE PAY PLAN

AFSCME - UNIT 6

Effective at beginning of pay period nearest to 7/1

Assistant County Attorney Pay Grade 450	FY25 ATB 4.50%	FY26 ATB 4.00%	FY27 ATB 3.50%
Step	Annual Salary	Annual Salary	Annual Salary
1	\$77,959.62	\$81,078.00	\$83,915.73
2	\$81,740.53	\$85,010.15	\$87,985.51
3	\$85,704.87	\$89,133.06	\$92,252.72
4	\$89,817.96	\$93,410.68	\$96,680.06
5	\$94,130.36	\$97,895.57	\$101,321.92
6	\$98,647.83	\$102,593.74	\$106,184.52
7	\$103,383.39	\$107,518.73	\$111,281.88
8	\$108,293.67	\$112,625.41	\$116,567.30
9	\$113,437.93	\$117,975.45	\$122,104.59
10	\$118,882.96	\$123,638.28	\$127,965.62
11	\$124,589.35	\$129,572.93	\$134,107.98

The County Attorney, or their designee, shall have the authority to start an employee at the step commensurate with skills and experience.

Victim Witness Coordinator Pay Grade 455	FY25 ATB 3.50%	FY26 ATB 3.25%	FY27 ATB 3.00%
Step	Hourly Wage	Hourly Wage	Hourly Wage
1	\$22.83	\$23.58	\$24.28
2	\$23.91	\$24.68	\$25.42
3	\$24.99	\$25.80	\$26.58
4	\$26.06	\$26.91	\$27.72
5	\$27.15	\$28.03	\$28.87
6	\$28.22	\$29.13	\$30.01
7	\$29.55	\$30.51	\$31.43
8	\$30.16	\$31.14	\$32.07
9	\$0.00	\$31.76	\$32.72

The County Attorney, or their designee, shall have the authority to start an employee at the step commensurate with skills and experience.