

# **COLLECTIVE BARGAINING AGREEMENT**

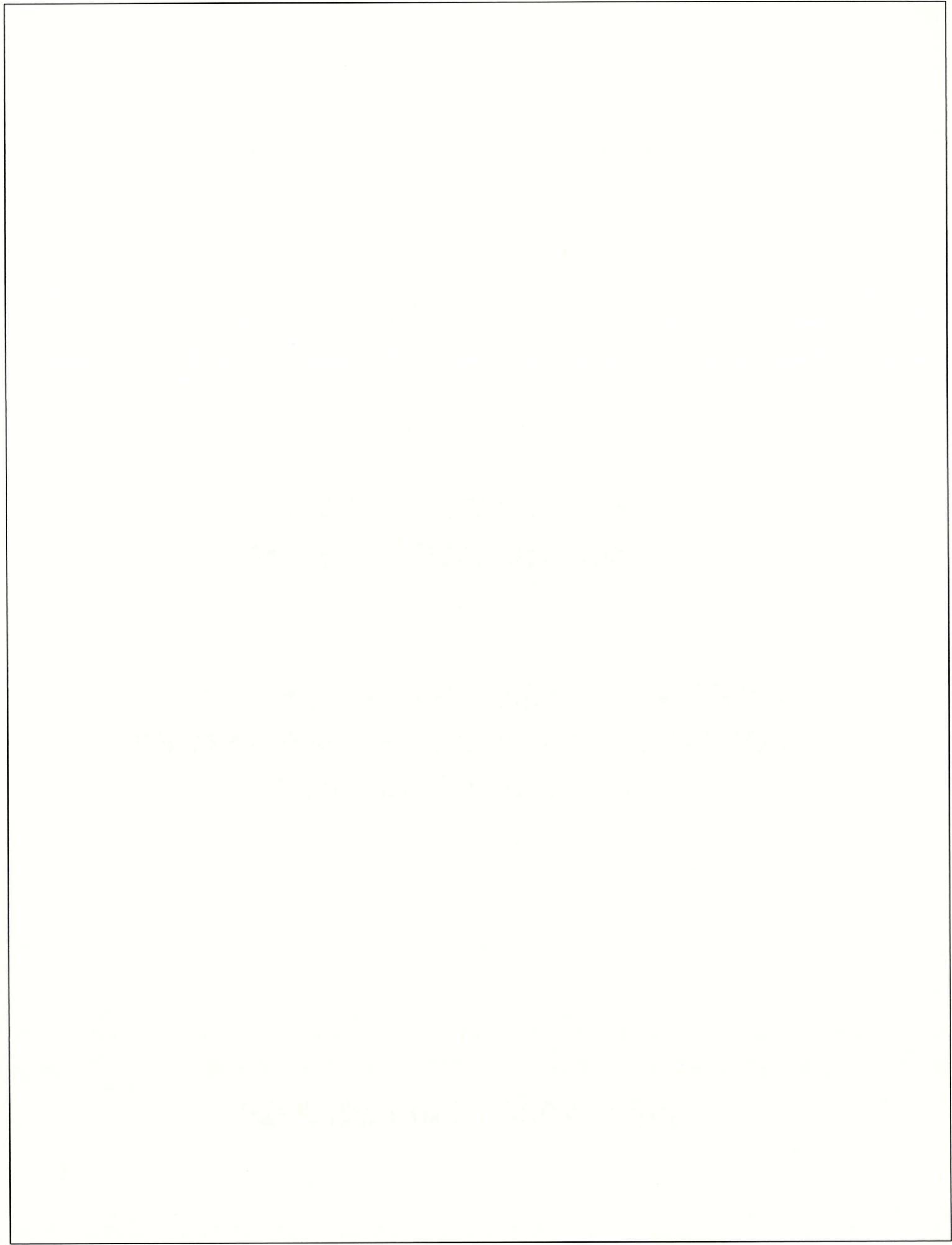
**Between**

**BLACK HAWK COUNTY  
CONSERVATION BOARD**

**And**

**AMERICAN FEDERATION OF STATE,  
COUNTY & MUNICIPAL EMPLOYEES  
AFL-CIO, LOCAL 679  
Unit 7**

**July 1, 2024 - June 30, 2029**



**BLACK HAWK COUNTY CONSERVATION BOARD  
AND  
AFSCME LOCAL UNION 679  
Representing Conservation Employees**

**July 1, 2024 to June 30, 2029**

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**AFSCME UNION LOCAL 679  
CONSERVATION DEPARTMENT**

**PREAMBLE**

THIS AGREEMENT entered into between Black Hawk County Conservation, 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 relations between the Employer and the Union; to maintain and increase individual efficiency and quality of service; and to express complete agreement between the parties.

**ARTICLE I  
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 Black Hawk County as covered in PERB Case #5111.

**ARTICLE II  
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 III  
NO STRIKE - NO LOCKOUT**

3.1: 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 Conservation Board or related activities as covered in Section 12 of the Act.

3.2: 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.

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

## **ARTICLE IV** **GRIEVANCE PROCEDURE**

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:

4.2: **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.

### **4.3: 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 four (4) working days following the oral discussion. Failure to hold an informal discussion within the four (4) 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 after this Step 1 meeting, the supervisor will answer the grievance in writing.

**Step 2:** If the supervisor's answer fails to resolve the grievance, the Union and/or the aggrieved employee may, within three (3) working days, present the grievance in writing to the Executive Director. The Executive Director shall, within three (3) 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 Executive Director's answer shall be forwarded to the Human Resources Director.

**Step 3:** If the Executive Director'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 five (5) working days after the date of the Human Resources Director's answer given in Step 3.

4.4: If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the employer's last answer.

4.5: 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.

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

4.7: 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.

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

4.9: **Investigatory Suspension:** An employee, who is the subject of a disciplinary investigation, may be placed on investigatory leave without pay provided there is cause to warrant an investigatory leave. If the investigatory leave extends beyond fourteen (14) calendar days, the employee shall be placed on investigatory leave with pay until the completion of the investigation. An employee placed on investigatory leave shall be reimbursed for all lost pay if the basis for the investigation is unfounded. In the event that the investigation results in disciplinary suspension, the days the employee spent on investigatory leave will be credited towards the number of days issued for disciplinary suspension. An employee terminated as a result will not be reimbursed for any pay while on investigatory leave.

4.10: **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 cause for a discharge, the Executive Director 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 Executive Director will meet with the employee to review the evidence and the employee's explanation of the evidence.
3. Upon conclusion of the meeting, the Executive Director will submit a written notice of the discharge to the employee and the Human Resources Department, if the Executive Director decides to proceed with the discharge.

4.11: 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.

4.12: **Processing Grievances During Working Hours:** The union steward(s) and grievant may process grievances during working hours without loss of pay if there is no interference or disruption of work as determined by the County.

## **ARTICLE V** **SENIORITY**

5.1: **Definition:** Seniority is an employee's length of full-time continuous service in the bargaining unit since their last date of hire. Temporary/seasonal employees who perform seasonal work shall have no rights under this Agreement.

5.2: **Probationary Period:** A new employee shall serve a probationary period of six (6) months of actual service for the County. The probationary period may be extended an additional six (6) months by mutual agreement between the Employer and Union. During the probationary period, the employee shall have no seniority rights or recourse to the grievance procedure. The Executive Director may terminate probationary employees at any time during the probationary period without recourse from the employee.

5.3: **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.

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

1. Quits.
2. Is discharged for cause.
3. Is absent from work for three (3) consecutive working days without notification.
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.

5.5: **Bidding:** No vacancy of more than six months duration or newly created 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 Executive Director after said five (5) days. When the Executive Director considers the successful bidder, qualifications based on the job description will be the primary consideration, and where qualifications are equal, seniority will govern.

## **ARTICLE VI** **LEAVE OF ABSENCE**

6.1: 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 Executive Director. Requests for such leave shall be made in writing to the Executive Director.

6.2: 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 and federal law

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

6.4: 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 VII** **VACATION LEAVE**

7.1: **Method of Earning:** Each 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>
Less than 1 year completed	1.54 hours
2- 4 years	3.08 hours
5-12 years	4.62 hours
13-19 years	6.16 hours
20+ years	7.70 hours

Employees receiving 6.16 hours at 11 years as of July 1, 2024 will continue to accrue 6.16 hours until they reach the next biweekly accrual level at 20 years.

7.2: Part-time employees who are budgeted at .50 FTE or above will be eligible for the same percentage of vacation earned by a full-time employee based on years of service and their FTE (i.e., if budgeted at .62 FTE, would receive 62% of the vacation earned by a full-time employee with similar years of service).

7.3: 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.

7.4: **Eligibility**: Only full-time and part-time employees who are budgeted at .50 FTE or above are eligible for vacation leave. An employee is not eligible to use accrued vacation until after 90 days of continuous employment.

7.5: **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.

7.6: **Administration of Vacation Leave**: The scheduling of vacation leave is dependent upon the judgment and discretion of the Executive Director. The Executive Director shall endeavor to schedule vacation leaves with particular regard to maintaining the department's operating efficiency, and insofar as possible, in accordance with the employee's written vacation requests. Such requests shall be approved or disapproved by written notice to the employee within seven (7) calendar days of the employee's written request.

7.7: The Executive Director may require the rescheduling of vacation leave when, in their judgment, it is necessary for the efficient operation of the department. Vacation leave shall be taken in increments of not less than one (1) hour unless approved by the Executive Director.

7.8: **Separation**: 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 quits without a minimum of two (2) weeks' notice shall forfeit vacation pay.

7.9: **Hospitalization On Vacation Leave**: An employee who is hospitalized while on paid vacation leave shall have vacation leave credited for that portion of their vacation in which they were hospitalized and be charged sick leave, if available, for that period of time following satisfactory proof and approval of the Executive Director.

## **ARTICLE VIII** **SICK LEAVE**

8.1: **Accumulation**: Each full-time employee shall accrue sick leave at the rate of ten (10) hours per month of continuous employment. The accrual shall be credited on the first pay check of the following month. Maximum accumulation shall be nine hundred sixty (960) hours. Part-time employees who are budgeted at .75 FTE or above shall accrue sick leave at the rate of seven and one-half (7.5) hours per month of continuous employment.

8.2: **Use of Sick Leave**: Accumulated sick leave may be used for any of the following, EXCEPT during the employee's last 2 weeks of employment prior to resignation/termination date:

- A. Serious or confining illness of the employee.
- B. Contagious or serious illness of employee's immediate family member (minor

children, spouse or significant other residing in the same household) which necessitates the employee remaining at home. Also, doctor or dental appointments for a member of the employee's household which cannot be scheduled during non-working hours. Limited to 40 hours per fiscal year except as approved by the Board.

- C. Medical or dental appointments which cannot be scheduled during non-working hours. In such cases, sick leave shall be charged in half hour increments with a minimum of one (1) hour.
- D. Employees may use one day of sick leave at delivery of their baby or day of surgery for spouse or child.

8.3: **Verification**: The Employer reserves the right to require satisfactory proof of illness which may include a physician's statement or other evidence. The required proof of illness may be for an absence of any length of time. Unauthorized use of sick leave will result in loss of pay for the duration of the absence and may be grounds for discipline. 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.

8.4: **Notification**: When absences due to sickness are necessitated, the employee shall notify the supervisor at least fifteen minutes before they are scheduled to begin work. All notifications are to be made by the employee except in case of emergency. Failure to properly notify the supervisor shall result in the employee being considered absent without leave and subject to disciplinary action.

8.5: **Sick Leave Casual Time**: Full-time employees 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.

8.6: **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.

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

## **ARTICLE IX** **BEREAVEMENT AND FUNERAL LEAVE**

### **9.1: 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

#### 9.2: Schedule 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, 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.

#### 9.3: 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.

#### 9.4: 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 X**

### **JURY DUTY**

10.1: Each full-time or part-time employee shall be entitled to a paid leave of absence equivalent to their normal work schedule for the time spent serving on a jury. When released from jury duty during working hours, the employee will report to work as soon as possible, but no later than one (1) hour, unless there are less than two (2) hours left in the employee's work shift. To receive payment for such duty, the employee must give prior notice that they have been summoned for jury duty, submit certification of service, and assign all fees received for such duty, not including travel allowance or reimbursement of meal expenses, to the Employer.

10.2: The Department's obligation to pay an employee for performance of jury duty under this article is limited to a maximum of sixty (60) days in any calendar year.

## **ARTICLE XI**

### **GENERAL PROVISIONS**

11.1: The Union agrees to hold the Employer harmless against any claim, demand, suit, or liability, monetary or otherwise, and for all legal costs arising from any action taken or not taken by the Union with the respect to its responsibility to provide fair representation.

11.2: Representatives of the Union, previously accredited to the Employer in writing by the Union, shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances if they first notify the Executive Director or their designated representative.

## **ARTICLE XII**

### **HOLIDAYS**

12.1: **Policy:** The following holidays shall be observed by the Conservation Department:

Floating New Year's Holiday*	Labor Day
New Year's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving Day
Memorial Day	Floating Christmas Holiday*
Juneteenth	Christmas Day - December 25
Independence Day - July 4	Floating Personal Holiday**

When a holiday falls on Saturday, the preceding Friday shall be observed. When a holiday falls on Sunday, the following Monday shall be observed.

A. **\*Floating Christmas or New Year's Holidays:** When Christmas or New Year's falls on Thursday, Sunday, or Monday, in addition to the observed Christmas or New Year's holiday, the following work day shall also be observed. When Christmas or New Year's falls on Tuesday, Wednesday, Friday, or Saturday, in addition to the observed holiday, the preceding work day shall also be observed.

B. **\*\*Floating Personal Holiday:** The employee may take one (1) floating holiday at any time upon approval of the Executive Director or the employee's immediate supervisor. The floating holiday must be used during the fiscal year or it will be forfeited.

12.2: **Eligibility:** Only full-time employees and part-time employees budgeted at .50 FTE or above shall be eligible to be paid for time spent on holiday leave. In order to be paid for holiday leave, the employee must work on the work day immediately preceding and following said holiday. For the purposes of this Article, sick leave, vacation leave, jury duty, compensatory time and casual time and military leave shall be considered time worked. Part-time employees who are budgeted at .50 FTE or above shall be eligible to be paid for time spent on holiday leave on a pro rata basis.

12.3: **Holiday Time Calculation:** For the purposes of calculating pay and time for Holiday leave, one day shall be eight (8) hours. For employees who are assigned a normal day of greater than eight (8) hours, the difference shall be made up by use of casual time, vacation, compensatory time or unpaid. Employees shall be paid at a rate of time and one-half plus holiday pay for all hours worked on a holiday. Employees may elect to receive holiday pay plus compensatory time at a rate of time and one-half for all hours worked on the holiday.

### **ARTICLE XIII** **CASUAL TIME**

13.1: A full-time employee shall be granted thirty-two (32) hours of casual time each July 1, to be used for personal business or other matters not covered in the rules. New employees shall accrue eight (8) hours of casual per quarter until the following July 1. Casual hours may not be extended into the following year except with approval of the immediate supervisor and Executive Director.

### **ARTICLE XIV** **HOURS OF WORK AND OVERTIME**

14.1: The purpose of this Article is 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 Employer. The probable work week is five (5) days with two (2) days off for salaried employees. The probable work week is forty (40) hours for hourly employees.

14.2: The Employer shall grant without pay a meal period of 30 minutes for all employees. The meal period and rest period will be scheduled by the supervisor. During their normal work day, the employer will schedule two rest periods.

14.4: Overtime shall be accrued as compensatory time off at the rate of one and one-half (1½) times all hours worked in excess of forty (40) hours per work week. Paid holidays will be considered time worked for the purposes of computing overtime. The compensatory time balance of all employees shall not exceed one hundred and twenty (120) hours. Earned overtime exceeding the employee's one hundred and twenty (120) hour compensatory time balance shall be paid at a rate of one and one-half (1½) times the employee's hourly rate of pay. Employees may

be requested to use compensatory time with the mutual agreement of Employee and Employer. The Employer shall have the right to pay out any or all hours of an employee's compensatory time.

14.5: Employees eligible for overtime must have prior approval of the Executive Director or the Executive Director's designated representative prior to performing work outside their normal working hours.

14.6: The work week shall be from 12:01 a.m. Sunday to 12:00 p.m. Saturday for all employees.

## **ARTICLE XV** **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 XVI** **EDUCATION AND TRAINING**

16.1: The department will provide opportunities for education and staff training as funds permit.

16.2: The criteria for evaluating a request to attend training courses shall be that the estimated value to the department from the course is commensurate with the total cost including tuition, transportation, meals, lodging, pay, and other expenses; that consideration be given to the quality of both the curriculum and the instructors involved so as to be reasonably certain that the course will be practical and usable in departmental operation; and that in case of prolonged course of instruction, there will be adequate coverage of the employee's normal duties during their his absence.

16.3: Employee training to improve work performance of the employee in their his present position, both by means of in-service instruction and outside instructional courses, may be conducted during or after the employee's working hours. Training to prepare the employee for promotion shall be on the employee's own time, unless because of shortage of manpower or other circumstances, it is in the County's interest to use work time.

## **ARTICLE XVII** **LONGEVITY**

17.1: **Eligibility:** Each full-time bargaining unit employee shall be eligible for longevity pay based upon consecutive years of full-time employment within the County as follows:

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

17.2: **Payment:** Payment for longevity shall be divided between the first two pay periods of each month.

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

## **ARTICLE XVIII** **LABOR-MANAGEMENT COMMITTEE**

18.1: The Employer and the Union agree to conduct labor-management meetings upon the request of either party. The total number of participants per actual meeting will be mutually agreed upon. The purpose of the meeting will be to afford labor and management a forum in which to communicate on items that may be of interest to both parties. The Committee shall meet at a mutually agreeable time and place, during working hours, and without loss of pay.

## **ARTICLE XIV** **CALL-IN TIME**

19.1: Any hourly employee who reports to work as directed shall receive a minimum of two (2) hours of work or pay-in-lieu thereof.

## **ARTICLE XX** **UNIFORMS**

20.1: Each employee who is required to wear a uniform for safety purposes shall receive a credit of Two Hundred and Fifty dollars (\$250) per fiscal year for the purchase and replacement of safety related uniforms. The Executive Director or the Executive Director's designated representative must pre-approve all purchases. Any remaining credit balance up to Fifty dollars (\$50) at the end of the fiscal year may be forwarded to the following year. Under no circumstances shall the employee be paid for unused uniform allowance.

20.2: Boots are not a part of the approved uniform list. A One Hundred Twenty Five dollar (\$125) allowance per fiscal year for steel-toed safety boots will be given to those employees required to wear them.

## **ARTICLE XXI** **TRAINING AND TRAVEL TIME**

21.1: All time spent on authorized training, workshops, and conferences including travel time for such activities, shall be compensated at straight-time rates for all training, workshops and conferences required to be attended by the employer. In regard to any training, workshops or conferences that are not required by the employer, the employee and employer shall agree as to what compensation will be allowed, if any.

## ARTICLE XXII WAGES

22.1: The salary schedule will increase as follows:

Fiscal Year	Job Classifications 505, 507, and 518	All Other Job Classifications
	Percentage Increase	Percentage Increase
July 1, 2024	3.00%	3.00%
July 1, 2025	3.00%	2.50%
July 1, 2026	3.00%	2.50%
July 1, 2027	Reopener	Reopener
July 1, 2028	Reopener	Reopener

## ARTICLE XXII DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of July, 2024, and shall remain in full force and effect until the 30th day of June, 2029.

IN WITNESS WHEREOF, the parties hereto have set their hands this 31<sup>st</sup> day of  
May, 2024.

FOR THE EMPLOYER:

Leia Pogor  
Chair  
Conservation Board

Andy Ferguson  
Human Resources Director

Mike Kubik  
Conservation Executive Director

FOR THE UNION:

Mike J. Johnson  
Business Representative  
AFSCME Local Union 679

Stan Dickerson  
AFSCME Local Union 679

Troy R. Doty  
AFSCME Local Union 679

John Dunn  
AFSCME Local Union 679

## Appendix A

### HOUSING

See Conservation Housing Policy.

**BLACK HAWK COUNTY CONSERVATION PAY PLAN**

July 1, 2024 to June 30, 2025

(Steps are effective at the beginning of the pay period in which they occur)

(Wage scale effective at the beginning of the pay period closest to July 1)

**APPENDIX B**

Pay Grade	Job Classification	6-month	6-month	4	5	6	7	8	9	10
515 Clerical II	19.07	19.87	20.63	21.43	21.72	21.99	22.54	23.10		
513 Clerical III	20.52	21.43	22.38	23.42	24.49	24.76	25.06	25.69	26.33	
512 Maintenance III	24.51	25.40	26.34	27.20	28.57	28.85	29.57	30.31		
510 Maintenance I *	21.19	21.85	22.39	22.95						
511 Maintenance II	23.61	24.16	25.40	26.34	26.61	26.90	27.57	28.26		
509 Mechanic	26.39	27.26	28.14	29.02	29.90	30.17	30.46	31.23	32.01	
507 Development Coordinator/Naturalist I *	21.63	21.98	22.37	23.08						
505 Development Coordinator/Naturalist II	23.32	23.66	24.03	24.72	25.49	26.17	26.88	27.61	28.26	28.54
518 Naturalist III	25.54	25.98	26.43	27.37	28.31	29.25	30.18	31.08	32.06	32.34
502 Ranger II	24.94	25.73	26.56	27.39	28.20	28.46	29.17	29.90	30.65	
501 Ranger III	26.82	27.76	28.71	29.61	30.55	31.48	31.77	32.56	33.38	34.21
506 Wildlife Conservationist I	23.61	24.51	25.40	26.34	27.20	27.48	28.16	28.87		
519 Wildlife Conservationist II	24.76	25.73	26.62	27.63	28.73	30.20	30.50	31.26	32.04	
516 Building Cleaner (Part-time)	15.00	16.50								

**Date of Hire:** Executive Director may hire at any step on the pay scale.

**Time in Steps:**

- Step 1: 6 months
- Step 2: 6 months
- Step 3-10 Each Anniversary Year

**Promotions:** Any employee promoted will receive at least a \$0.30/hr increase on new pay line.

- \* Training Positions include Pay Grades 510 and 507: Employees will be automatically promoted after being at the top of the training pay line for one year. The Executive Director may promote an employee to the regular pay line at any time during the training period.

BLACK HAWK COUNTY CONSERVATION PAY PLAN

July 1, 2025 to June 30, 2026

(Steps are effective at the beginning of the pay period in which they occur)

(Wage scale effective at the beginning of the pay period closest to July 1)

Pay Grades 507, 505 and 518 ATB      3.00%  
All other Pay Grades ATB      2.50%

Pay Grade	Job Classification	6-month	6-month	4	5	6	7	8	9	10
515 Clerical II	19.55	20.37	21.15	21.97	22.26	22.54	23.10	23.68		
513 Clerical III	21.03	21.97	22.94	24.01	25.10	25.38	25.69	26.33	26.99	
512 Maintenance III	25.13	26.04	27.00	27.88	29.28	29.57	30.31	31.07		
510 Maintenance I *	21.72	22.40	22.95	23.52						
511 Maintenance II	24.20	24.76	26.04	27.00	27.28	27.57	28.26	28.97		
509 Mechanic	27.05	27.94	28.84	29.75	30.65	30.92	31.22	32.01	32.81	
507 Development Coordinator/Naturalist I *	22.28	22.64	23.04	23.77						
505 Development Coordinator/Naturalist II	24.02	24.37	24.75	25.46	26.25	26.96	27.69	28.44	29.11	29.40
518 Naturalist III	26.31	26.76	27.22	28.19	29.16	30.13	31.09	32.01	33.02	33.31
502 Ranger II	25.56	26.37	27.22	28.07	28.91	29.17	29.90	30.65	31.42	
501 Ranger III	27.50	28.45	29.43	30.35	31.31	32.27	32.56	33.37	34.21	35.07
506 Wildlife Conservationist I	24.20	25.12	26.04	27.00	27.88	28.17	28.86	29.59		
519 Wildlife Conservationist II	25.38	26.37	27.29	28.32	29.45	30.96	31.26	32.04	32.84	
516 Building Cleaner (Part-time)	15.38	16.91								

APPENDIX C

Time in Steps:  
Step 1: 6 months  
Step 2: 6 months  
Step 3-10 Each Anniversary Year

Date of Hire: Executive Director may hire at any step on the pay scale.

Promotions: Any employee promoted will receive at least a \$0.30/hr increase on new pay line.

\* Training Positions include Pay Grades 510 and 507: Employees will be automatically promoted after being at the top of the training pay line for one year. The Executive Director may promote an employee to the regular pay line at any time during the training period.

**BLACK HAWK COUNTY CONSERVATION PAY PLAN**

July 1, 2026 to June 30, 2027

(Steps are effective at the beginning of the pay period in which they occur)  
(Wage scale effective at the beginning of the pay period closest to July 1)

**Pay Grades 507, 505 and 518 ATB    3.00%**  
**All other Pay Grades ATB    2.50%**

Pay Grade	Job Classification	6-month	6-month	3	4	5	6	7	8	9	10
515 Clerical II	20.04	20.88	21.68	22.52	22.82	23.10	23.68	24.27			
513 Clerical III	21.56	22.52	23.51	24.61	25.73	26.01	26.33	26.99	27.66		
512 Maintenance III	25.76	26.69	27.68	28.58	30.01	30.31	31.07	31.85			
510 Maintenance I *	22.26	22.96	23.52	24.11							
511 Maintenance II	24.81	25.38	26.69	27.68	27.96	28.26	28.97	29.69			
509 Mechanic	27.73	28.64	29.56	30.49	31.42	31.69	32.00	32.81	33.63		
507 Development Coordinator/Naturalist I *	22.95	23.32	23.73	24.48							
505 Development Coordinator/Naturalist II	24.74	25.10	25.49	26.22	27.04	27.77	28.52	29.29	29.98		
518 Naturalist III	27.10	27.56	28.04	29.04	30.03	31.03	32.02	32.97	34.01	34.31	
502 Ranger II	26.20	27.03	27.90	28.77	29.63	29.90	30.65	31.42	32.21		
501 Ranger III	28.19	29.16	30.17	31.11	32.09	33.08	33.37	34.20	35.07	35.95	
506 Wildlife Conservationist I	24.81	25.75	26.69	27.68	28.58	28.87	29.58	30.33			
519 Wildlife Conservationist II	26.01	27.03	27.97	29.03	30.19	31.73	32.04	32.84	0.00		
516 Building Cleaner (Part-time)	15.76	17.33									

**APPENDIX D**

Date of Hire: Executive Director may hire at any step on the pay scale.

Promotions: Any employee promoted will receive at least a \$0.30/hr increase on new pay line.

Time in Steps:

Step 1: 6 months  
Step 2: 6 months  
Step 3-10 Each Anniversary Year

\* Training Positions include Pay Grades 510 and 507: Employees will be automatically promoted after being at the top of the training pay line for one year. The Executive Director may promote an employee to the regular pay line at any time during the training period.