

**COLLECTIVE BARGAINING
AGREEMENT**

Between

**BLACK HAWK COUNTY BOARD
OF HEALTH**

And

**AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES
AFL-CIO, LOCAL 679
Unit 8**

July 1, 2024 - June 30, 2029

**BLACK HAWK COUNTY BOARD OF
HEALTH and AFSCME LOCAL 679
Representing Public Health Employees**

July 1, 2024 to June 30, 2029

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AGREEMENT
PREAMBLE

THIS AGREEMENT entered into between Black Hawk County Board of Health hereinafter referred to as the Employer, and AFSCM E 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; 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 Board of Health as covered in PERB Case #1454.

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 Board of Health 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 orderly and expeditious resolution of grievances is desirable. Any grievance or dispute that may arise between the parties regarding the violation, application, meaning, 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 five (5) working days following the oral discussion. The grievance must be signed by the aggrieved employee and the Union and state the matter of the grievance, the facts on which it is based, the provision(s) of the agreement allegedly violated, and the relief desired. 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 aggrieved employee and/or the Union may refer the grievance to the Human Resources Director within three (3) 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 five (5) 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. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and Union representatives involved in each step. The term "working days" as used in this Article shall mean the days Monday through Friday inclusive. Designated holidays are not considered "working days" under this article.

4.5: 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 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. The party striking first shall be determined by the "flip" of a coin; the other party shall then strike one name. The process will be repeated and the remaining person shall be accepted by both parties as the arbitrator to hear and decide the pending case.

4.6: The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. They shall consider and decide only the specific issue submitted to them in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted to them. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or vary in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing their decision within thirty (30) days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon their interpretation of the meaning or application of the express terms of this Agreement or the facts of grievance presented. The decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator will be paid equally by the Employer and the Union. 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.

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

4.8: The union shall have the right to file a grievance regarding discharge of an employee. The grievance shall be initiated at Step 3 and may proceed through Arbitration. All other disciplinary actions shall not be subject to the grievance procedure.

ARTICLE V **SENIORITY**

5.1: Definition: Seniority means an employee's length of continuous service with the Employer since their last date of hire. Temporary or PRN employees who perform work on behalf of the Public Health Department shall have no rights under this Agreement.

5.2: Probation Period: Each employee shall be considered as a probationary employee for their first six (6) months of paid continuous service, after which their seniority shall date back to their date of hire. There shall be no seniority among probationary employees and they may be, discharged, or otherwise terminated at the sole discretion of the Employer.

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:

- A. Quits
- B. Is discharged for cause.
- C. Is absent from work for three (3) consecutive working days without notification to the agency.
- D. Fails to report for work at the termination of a leave of absence.
- E. Accepts other full-time employment without permission while on a leave of absence for

- personal or health reasons.
- F. Retires or has retired.
- G. If the employee gives a false reason for a leave of absence.
- H. If a settlement with the employee has been made for total disability.
- I. If the employee falsifies pertinent information on their application for employment.

5.5: Work Force Changes:

Whenever a job opening occurs, other than a temporary opening, in any existing job classification or as a result of the development or establishment of new job classifications, notice will be given to employees and bids will be accepted for three (3) working days.

During this period, employees who wish to bid for the open position or job may do so. The bids shall be in writing and shall be submitted to the Human Resources Department.

In determining the successful bidder, qualifications such as ability, experience, training, work history, and aptitude shall be the primary consideration. Where qualifications are equal, seniority shall govern.

5.6: Effect of Job Classification Changes: A change in employee classification will affect pay status under the following circumstances:

Promotion: Upon a promotion, an employee must serve at least one year in the higher classification before receiving their next in-grade step increase (not applicable for July 1, 2024 pay grade adjustments).

Lead Designation: An hourly pay premium will be paid to workers who have been designated as a lead employee. Designation of a lead worker shall be for the purpose of providing non-supervisory assistance and direction to a group of co-workers in the same job classification as the designee, or otherwise directed by the supervisor. The lead worker is selected at the discretion of the department head. Where qualifications are equal, seniority will govern.

A five percent (5%) premium above the employee's GS grade and step shall be paid for employees designated as lead workers. The premium pay shall be computed as part of the designated employee's base wage rate for all wage and paid leave of absence computations. An employee shall have the option of accepting or rejecting the lead worker designation and shall not suffer any loss or harm for refusing such designation. The employer/employee may terminate the lead worker status at any time with a fourteen (14) calendar day notice.

ARTICLE VI **LEAVE OF ABSENCE**

6.1: Policy: Upon giving reasons satisfactory to the Employer, an employee may be granted a leave of absence without pay for a period of time mutually agreeable between the employee and the department head. In order to receive an unpaid leave of absence, the employee shall make written request, giving the reasons for the necessity of an unpaid leave, to the Department Head or their designee for their approval. The Department Head's or their designee's written decision shall be given to the employee within ten (10) working days from the date the Department Head or designee received the employee's written request.

6.2: Return From Leave: Upon return from an unpaid leave of absence, the employee shall be entitled to their former position and shall be reinstated at the grade and step occupied at the time they began their leave; provided however, that the employee is physically fit to assume all of the essential functions of their prior duties. An employee who fails to return from an unpaid leave of absence on the date specified in the request shall be considered to have resigned their position, unless a written request for extension has been submitted by the employee, approved by the Department Head.

6.3: Accrual of Benefits: While on an unpaid leave of absence, an employee shall not accrue sick leave or vacation benefits. Nor shall time spent on an unpaid leave of absence be considered time worked for the purposes of receiving an in-grade increment.

6.4: Reporting: Requests for an unpaid leave of absence must be made by the Department Head by completing the Personnel Action Request form and forwarding the form together with the employee's written request to the Human Resources Office for appropriate action.

6.5: Unpaid Leave for Union Business: Leave of absence without pay may be granted for an employee elected to a union position. Such leave shall not exceed one (1) year 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 position shall receive approval of both the Employer and the Union.

6.6: Sick Leave:

- A. Each full-time employee shall accrue sick leave at the rate of ten (10) hours per month of continuous employment up to a maximum accumulation of nine hundred and sixty (960) hours.
- B. Each active part-time employee, that is budgeted at 0.6 FTE or above will receive forty (40) hours of sick leave per year up to a maximum accumulation of nine hundred and sixty (960) hours. Each part-time employee that accrues sick leave will receive it at the rate of ten (10) hours per quarter. This will be credited at the beginning of each quarter. During the first -ninety (90) days of employment, an eligible employee shall accrue sick days but shall not be eligible to use them.
- C. Employees who change status from full-time to part-time or part-time to full-time shall not lose their accrued sick leave benefits.
- D. Medical Leave Accruals
 - 1. Medical Leave accruals may only be used for the employee's extended illness, injury, disability, or hospitalization or the employee's necessary care of a family member's extended illness, injury, disability, or hospitalization in accordance with Section 6.7 below. A disability related to pregnancy will be treated like any other medical condition.
 - 2. Once an employee's Medical Leave accrual reaches the maximum, no more hours will be credited to the employee's bank until hours are used and fall below the applicable hour maximum.

3. Upon an employee's termination of employment, any unused accrued hours shall be forfeited and not paid out.
4. The Appointed Authority may require a medical certification or other appropriate verification for illness related absences. This language is intended as a vehicle by which the Employer may scrutinize habitual sick leave usage or situations where sick leave abuse is suspected.

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

- A. Serious or confining illness of the employee.
- B. There shall be up to a total of 56 hours or the equivalent based upon FTE status (e.g. .6 FTE is 33.6 hours) available per fiscal year for serious or contagious 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, significant other residing in the same household, parents, step-parents, parents of spouse, children and step-children.
- C. Medical or dental appointments which cannot be scheduled during non-working hours for the employee or a member of the employee's immediate family and the employee reports their presence is required. (Immediate family as defined above in Step B.)
- D. Female employees may use accumulated sick leave for absences occasioned by pregnancy or complications resulting therefrom, and for recovery from childbirth or miscarriage. Female employees who do not have sufficient accumulations of sick leave to cover such absences shall be eligible for an unpaid leave of absence on the same basis as other employees.

6.8: Verification: The County 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, may be required to present to the County a physician's statement that they were medically unable to work. Unauthorized use of sick leave will result in loss of pay for the duration of the absence, and may be considered grounds for further disciplinary action.

6.9: Notification: When absences due to sickness are necessitated, the employee shall notify their supervisor or supervisor's designee within thirty (30) minutes 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.

6.10: Sick Leave Casual Day: Full-time 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.

6.11: 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.

6.12: 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.

6.13: Bereavement and Funeral Leave

a. 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

b. 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:

- i. Spouse or significant other residing in the same household, child, and parent: A paid leave of absence up to five (5) working days.
- ii. 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.
- iii. Aunt, uncle, niece, and nephew: A paid leave of absence of not more than one (1) working day.

c. 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.

d. 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.

6.14: Military: Requests for a paid leave of absence while on military leave must be made by the Department Head by completing a Personnel Action Request form and forwarding the form together with a copy of the employee's military orders to the Human Resources Office for appropriate action.

ARTICLE VII

STEWARD

7.1: The Employer recognizes the right of the Union to elect stewards. A written list of names of the stewards or designated representatives of the Union employed by the County will be furnished to the Employer by the Union after their designation and all changes in the representation shall be given to the Public Employer by the Union.

7.2: Stewards may process and present grievances in their work areas, provided, however, they first secure the permission of their immediate supervisor.

ARTICLE VIII

HOURS OF WORK

8.1: The normal work day for regular full-time employees shall be eight (8) hours excluding non-paid lunch period. The normal work week for regular full-time employees shall consist of five (5) days, consecutive if possible, and shall normally be of forty (40) hours' duration. This section shall not be construed as and is not a guarantee of any number of hours of work per day or per week. By mutual agreement of the employer and employee, flexible work options may also be implemented.

8.2: Should it be necessary in the judgment of the Employer to establish daily or weekly work schedules departing from the normal work day or the normal work week, notice of such a change shall be given to the Union at least two (2) weeks in advance of the effective date, except in emergency or temporary situations.

8.3: Employees budgeted at 0.6 FTE or above will receive holiday and benefits based on the employee's budgeted amount as provided in the Agreement.

ARTICLE IX

OVERTIME

9.1: Overtime shall be paid at the rate of one-and-one-half (1½) times the employee's hourly rate of pay for all hours worked in excess of forty (40) hours per work week or accrued as compensatory time at the rate of one-and-one-half (1½) times all hours worked in excess of forty (40) hours per work week. An employee's compensatory time balance shall not exceed eighty (80) hours. Earned overtime exceeding the employee's eighty (80) hour compensatory time balance shall be paid at a rate of one-and-one-half (1½) the employee's hourly rate of pay.

9.2: All overtime must be approved in advance by the Department Head or their designated representative.

9.3: Overtime opportunities will be distributed as equally as practicable among employees in the same job classification, department, and shift. Overtime shall be implemented on a rotational basis by unit and shift so that each employee shall be afforded the opportunity to work overtime.

9.4: If, upon the complaint of an employee, it is determined that there has been a mis-assignment or an error in the distribution of overtime opportunities, such employee shall be assigned to the next overtime opportunity in their classification, department, and shift.

ARTICLE X **MEAL PERIODS**

10.1: The Employer shall grant an unpaid meal period not to exceed one (1) hour during the normal work day. Whenever possible, the meal period shall be scheduled at the middle of each work day.

ARTICLE XI **REST PERIODS**

11.1: During their normal eight (8) hour work day, employees will be granted two (2) fifteen (15) minute rest periods. The rest periods shall be scheduled at the middle of each one-half (½) shift whenever this is feasible.

ARTICLE XII **HOLIDAYS**

12.1: Holidays Recognized and Observed: Regular full-time employees, and part-time employees, (per 8.3), will be eligible for the following twelve (12) paid holidays:

- New Year's Day - January 1
- Martin Luther King Jr. Day - Third Monday in January
- Memorial Day - Last Monday in May
- Juneteenth – June 19
- Independence Day - July 4
- Labor Day - First Monday in September
- Veteran's Day - November 11
- Thanksgiving Day - Fourth Thursday in November
- Day after Thanksgiving
- Christmas Day - December 25
- Floating Christmas Holiday
- Floating Personal Day

A holiday occurring on Saturday shall be observed on the Friday preceding and a holiday occurring on Sunday shall be observed on the following Monday. 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 holiday must be used during the fiscal year or it will be forfeited.

12.2: Floating Christmas Holiday: When Christmas falls on Thursday, Sunday, or Monday, in addition to the observed Christmas Holiday, the following work day shall also be observed. When Christmas falls on Tuesday, Wednesday, Friday, or Saturday, in addition to the observed holiday, the preceding work day shall also be observed.

12.3: Personal Days: Four (4) personal days or thirty-two (32) hours shall be available to each full-time employee, on each July 1 to be used for personal business or other matters. New full-time employees hired on or after July 1 shall accrue eight (8) hours of personal time per quarter until the following July 1. Personal days must be used during scheduled work days within the fiscal year or they will be lost. No reimbursement will be made for unused personal days upon termination from employment. Employees must obtain approval from their department head or their designated representative at least twenty-four (24) hours prior to the personal day requested, except in the case of an emergency.

12.4: Eligibility: In order to be paid for holiday leave, the employee must work on the scheduled work day immediately preceding and following said holiday. For the purposes of this Article, scheduled sick leave, vacation leave, jury duty, compensatory time, personal days, and military leave shall be considered time worked.

12.5: Holiday Work: An employee who is called in to work on a holiday shall receive one and one-half (1½) times their regular straight time hourly rate of pay for all hours worked to their holiday pay.

ARTICLE XIII **PRE-TAX REIMBURSEMENT ACCOUNT**

13.1: 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 XIV **EDUCATION AND TRAINING**

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

14.2: 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 the case of a prolonged course of instruction, there will be adequate coverage of the employee's normal duties during their absence.

14.3: Employee training to improve work performance of the employee in their 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.

14.4: Employees who are authorized to complete a certification in REHS, CP-FS, CPH and CHES shall receive an additional \$1.50 per hour to their base hourly rate. There will be no compounding effect for an employee who obtains multiple certifications. The Director reserves the right to award certification pay up to \$1.50 per hour for certifications that they determine are beneficial to the Public Health operations.

ARTICLE XV
EMPLOYEE/CUSTOMER RELATIONSHIPS

15.1: Both the Union and the Employer recognize their duty to provide the best possible care, physical and emotional, for the customers they serve. The employer agrees, therefore, to make training programs available on work time dealing with all facets of programs and services. The employer recognizes the employee's right to defend themselves in the event an individual physically threatens the employee.

ARTICLE XVI
JURY DUTY

16.1: Each full-time or part-time permanent employee shall be entitled to a paid leave of absence for the time spent serving on a jury. 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.

16.2: 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 XVII
VACATION

17.1: Method of Earning: Each regular full-time employee and part-time employee budgeted at .60 FTE or above, 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 (FT times 1.0 or PT times FTE)</u>
1 year	1.54 hours accrual
2-4 years	3.08 hours accrual
5-12 years	4.62 hours accrual
13-19 years	6.16 hours accrual
20 + years	7.70 hours accrual

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.

During the first 90 days of employment, an eligible employee shall accrue vacation but shall not be eligible to use it or receive reimbursement for accrued vacation upon termination of employment. Vacation accrual shall begin in the first full pay period following the employee's date of employment.

17.2: Eligibility: Only full-time employees are eligible for full vacation time. Vacation time will be pro-rated based on the budgeted FTE's for part-time employees budgeted at 0.6 FTE or above upon completion of their six (6) month probationary period.

An employee is not eligible to use accrued vacation or receive reimbursement upon termination during the employee's probationary period.

17.3: Accumulation:

- A. Earned vacation time may be accrued up to two (2) times the employee's maximum annual total accrual. Earned vacation for eligible part-time employees may accrue up to two (2) times the part-time employee's maximum total accrual that is reflective of their current FTE. If an employee's budgeted FTE's is changed (either up or down), going forward new vacation accruals shall be reflective of the employee's new FTE. For example: 1) if a full-time employee's accrual rate is 3.08 hours per bi-weekly pay period, the employee's accrued vacation balance may not exceed one hundred sixty (160) hours; 2) if a part-time employee's budgeted FTE is .6 then the accrual rate is 1.84 hours per bi-weekly pay period, the employee's accrued vacation balance may not exceed ninety-six (96) hours.
- B. If an employee's vacation accrual balance has reached its maximum amount, all earned vacation exceeding this amount shall be forfeited. If an employee's accrued vacation balance is at the maximum and the employee's FTE is lowered, going forward new vacation accruals shall be reflective of the employee's new budgeted FTE per guidelines as shown in 17.3(A) and 17.3(B). Any accrued amount over the employee's new FTE maximum shall not be forfeited and may be banked for later use. No more hours will be credited to the employee's adjusted maximum until hours (excluding banked accruals) are used to fall below the adjusted budgeted FTE's hour maximum.

17.4: Requests for Vacation Leave: Vacation Leave is a right to be enjoyed by all eligible employees. However, the scheduling of vacation leave is dependent upon the judgment and discretion of the Department Head for whom the employee works. The Department Head, or their designee, may require 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 the employee's supervisor approves an exception which shall be at the sole discretion of the supervisor.

ARTICLE XVIII
LONGEVITY

18.1: Eligibility: Each full-time bargaining unit employee shall be eligible for longevity pay based upon consecutive years of employment within the County. Each part-time bargaining unit employee budgeted at 0.6 FTE or above shall be eligible for longevity pay based upon consecutive years of employment within the County.

Longevity rates for full-time and part-time employees are as follows:

	<u>Full-Time</u>	Part-Time
4 years but less than 8 years	\$45.00	\$22.50
8 years but less than 12 years	\$55.00	\$27.50
12 years but less than 16 years	\$65.00	\$32.50
16 years but less than 20 years	\$75.00	\$37.50
20 years or more	\$85.00	\$42.50

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

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

ARTICLE XIX
LABOR-MANAGEMENT COMMITTEE

19.1: The Employer and the Union agree to conduct labor-management meetings upon the request of either party. The meeting may be attended by no more than two (2) employer representatives and two (2) employee representatives selected by the Union. 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 XX
CALL-IN TIME

20.1: Any employee reporting for work on their regularly scheduled shift or any other day when they is requested to report shall receive a minimum of two (2) hours pay at their straight-time hourly rate. This provision shall not apply if the employee was notified not to report for work or if the lack of work was caused by unavoidable breakdown of equipment, power failure, or any other conditions beyond the control of the Employer. Temporary work, if available, must be performed.

20.2: An employee called back to work after having gone home shall receive a minimum of two (2) hours straight-time pay or pay for the actual time worked, at the applicable overtime rate, if any, whichever is greater. The Employer may assign such employee to any work which they is qualified to perform during such period.

ARTICLE XXI
GENERAL PROVISIONS

21.1: 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.

21.2: 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 Department Head or their designated representative.

ARTICLE XXII
WAGES

22.1: Wage Schedule: The salary schedule will increase as follows:

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

Reference is made here to Appendix “A-2” for FY25, Appendix “A-3” for FY26, and Appendix “A-4” for FY27 Black Hawk County Public Health Pay Plan. By this reference, said Appendices shall become a part of this Agreement. The wage schedule shall become effective at the beginning of the pay period closest to July 1 of each year. Employees who are eligible for step increases shall receive pay increments at the beginning of the pay period nearest to the anniversary date of the qualified employee.

ARTICLE XXIII
SAFETY SHOES

23.1: The Employer will reimburse Environmental Health Officers for safety shoes when they are required in the performance of job duties. The maximum reimbursement shall be Thirty Dollars (\$30.00) per fiscal year. Claims for reimbursement shall be accompanied by adequate proof of purchase.

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ARTICLE XXIV
DURATION OF AGREEMENT

24.1: 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. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing on or before September 15, 2028, that it desires to modify this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 31 day of May, 2024.

FOR THE EMPLOYER:

Wesley C Pilkington
Digitally signed by Wesley C Pilkington
Date: 2024.06.04 15:57:21
-05'00'

Chairperson
Black Hawk County Board of Health

Amanda Fesenmeyer
Amanda Fesenmeyer (Jun 10, 2024 11:40 CDT)
Human Resources Director

Kaitlin Emrich
Digitally signed by Kaitlin Emrich
Date: 2024.06.03 16:30:31 -05'00'
Public Health Director

FOR THE UNION:

Robin R. White
Robin R. White (Jun 10, 2024 22:19 CDT)

Business Representative
AFSCME Local Union #679

Eric Heinen
Digitally signed by Eric Heinen
Date: 2024.06.06 13:38:37
-05'00'

President
AFSCME Local Union #679

Tasha Anderson-Holmes
Digitally signed by Tasha Anderson-Holmes
Date: 2024.06.07 08:13:14 -05'00'
AFSCME Local Union #679

APPENDIX A-1

JOB CLASSIFICATIONS BY PAY GRADE
BLACK HAWK COUNTY PUBLIC HEALTH

PAY GRADE 354 / GS-4

PAY GRADE 356 / GS-6

PAY GRADE 358 / GS-8
Receptionist

PAY GRADE 359 / GS-9

PAY GRADE 360 / GS-10
Administrative Aide I

PAY GRADE 362 / GS-12
Community Health Worker

PAY GRADE 63/ GS-13
Licensed Practical Nurse (LPN)
Dental Assistant
Health Educator

PAY GRADE 364 / GS-14:
Community Program Coordinator
Disease Prevention Specialist

PAY GRADE 365 / GS-15
Environmental Health Officer

PAY GRADE 366 / GS-16
Clinical Dental Hygienist
Public Health Nurse

PAY GRADE 367 / GS-17
Nurse Practitioner

BLACK HAWK COUNTY PUBLIC HEALTH PAY PLAN

July 1, 2024 to June 30, 2025

(Wage scale becomes effective at beginning of pay period closest to July 1, 2024)

Appendix A-2

Pay Grade	Start	6-month		3	4	5	6	7	8	9	10	11	12	13
	1	2												
353/GS-3	\$14.73	\$15.04	\$15.43	\$15.77	\$16.13	\$16.49	\$16.83	\$17.21	\$17.59	\$18.01	\$18.24	\$18.57	\$18.94	\$19.31
354/GS-4	\$15.43	\$15.77	\$16.13	\$16.49	\$16.83	\$17.21	\$17.59	\$18.01	\$18.40	\$18.82	\$19.06	\$19.31	\$19.56	\$19.81
355/GS-5	\$16.13	\$16.49	\$16.83	\$17.21	\$17.59	\$18.01	\$18.40	\$18.82	\$19.24	\$19.69	\$19.94	\$20.19	\$20.44	\$20.69
356/GS-6	\$16.83	\$17.21	\$17.59	\$18.01	\$18.40	\$18.82	\$19.24	\$19.69	\$20.16	\$20.65	\$20.92	\$21.17	\$21.42	\$21.67
357/GS-7	\$17.59	\$18.01	\$18.40	\$18.82	\$19.24	\$19.69	\$20.16	\$20.65	\$21.12	\$21.57	\$21.85	\$22.10	\$22.35	\$22.60
358/GS-8	\$18.40	\$18.82	\$19.24	\$19.69	\$20.16	\$20.65	\$21.12	\$21.57	\$22.10	\$22.62	\$22.87	\$23.12	\$23.37	\$23.62
359/GS-9	\$19.24	\$19.69	\$20.16	\$20.65	\$21.12	\$21.57	\$22.10	\$22.62	\$23.10	\$23.65	\$23.94	\$24.19	\$24.44	\$24.69
360/GS-10	\$20.16	\$20.65	\$21.12	\$21.57	\$22.10	\$22.62	\$23.10	\$23.65	\$24.19	\$24.81	\$25.12	\$25.37	\$25.62	\$25.87
361/GS-11	\$21.12	\$21.57	\$22.10	\$22.62	\$23.10	\$23.65	\$24.19	\$24.81	\$25.36	\$25.92	\$26.23	\$26.48	\$26.73	\$26.98
362/GS-12	\$22.10	\$22.62	\$23.10	\$23.65	\$24.19	\$24.81	\$25.36	\$25.92	\$26.53	\$27.16	\$27.48	\$27.73	\$27.98	\$28.23
363/GS-13	\$23.10	\$23.65	\$24.19	\$24.81	\$25.36	\$25.92	\$26.53	\$27.16	\$27.86	\$28.47	\$29.12	\$29.77	\$30.42	\$31.07
364/GS-14	\$24.19	\$24.81	\$25.36	\$25.92	\$26.53	\$27.16	\$27.87	\$28.47	\$29.12	\$29.80	\$30.51	\$31.23	\$31.94	\$32.65
364/GS-15	\$26.45	\$27.02	\$27.62	\$28.25	\$28.96	\$29.57	\$30.22	\$30.89	\$31.60	\$32.33	\$32.69	\$33.41	\$34.12	\$34.83
364/GS-16	\$28.47	\$29.12	\$29.80	\$30.51	\$31.23	\$31.60	\$31.99	\$32.70	\$33.52	\$34.38	\$35.24	\$36.12	\$37.02	\$37.92
365/GS-17	\$36.17	\$37.07	\$37.98	\$38.93	\$39.89	\$40.86	\$41.88	\$42.91	\$43.98	\$45.08	\$46.21	\$47.34	\$48.47	\$49.60

***The Director of Public Health, or their designee, may hire above Step 1 depending on prior years of related experience.**

Time in Steps:	
Step 1:	Hire
Step 2:	6 months
Step 3 - 13:	Yearly from hire date

Step increments effective the beginning of pay period including the employee's anniversary date.

BLACK HAWK COUNTY PUBLIC HEALTH PAY PLAN

July 1, 2025 to June 30, 2026

(Wage scale becomes effective at beginning of pay period closest to July 1, 2025)

Appendix A-3

Pay Grade	Start	6-month		3	4	5	6	7	8	9	10	11	12	13
	1	2												
353/GS-3	\$15.25	\$15.57	\$15.97	\$16.32	\$16.69	\$17.07	\$17.42	\$17.81	\$18.21	\$18.64	\$19.04	\$19.48	\$19.88	
354/GS-4	\$15.97	\$16.32	\$16.69	\$17.07	\$17.42	\$17.81	\$18.21	\$18.64	\$19.04	\$19.48	\$19.91	\$20.38	\$20.78	
355/GS-5	\$16.69	\$17.07	\$17.42	\$17.81	\$18.21	\$18.64	\$19.04	\$19.48	\$19.91	\$20.38	\$20.87	\$21.37	\$21.78	
356/GS-6	\$17.42	\$17.81	\$18.21	\$18.64	\$19.04	\$19.48	\$19.91	\$20.38	\$20.87	\$21.37	\$21.86	\$22.32	\$22.78	
357/GS-7	\$18.21	\$18.64	\$19.04	\$19.48	\$19.91	\$20.38	\$20.87	\$21.37	\$21.86	\$22.32	\$22.87	\$23.41	\$23.91	
358/GS-8	\$19.04	\$19.48	\$19.91	\$20.38	\$20.87	\$21.37	\$21.86	\$22.32	\$22.87	\$23.41	\$23.91	\$24.48	\$25.04	
359/GS-9	\$19.91	\$20.38	\$20.87	\$21.37	\$21.86	\$22.32	\$22.87	\$23.41	\$23.91	\$24.48	\$25.04	\$25.68	\$26.25	
360/GS-10	\$20.87	\$21.37	\$21.86	\$22.32	\$22.87	\$23.41	\$23.91	\$24.48	\$25.04	\$25.68	\$26.25	\$26.83	\$27.46	
361/GS-11	\$21.86	\$22.32	\$22.87	\$23.41	\$23.91	\$24.48	\$25.04	\$25.68	\$26.25	\$26.83	\$27.46	\$28.11	\$28.85	
362/GS-12	\$22.87	\$23.41	\$23.91	\$24.48	\$25.04	\$25.68	\$26.25	\$26.83	\$27.46	\$28.11	\$28.85	\$29.47	\$30.14	
363/GS-13	\$23.91	\$24.48	\$25.04	\$25.68	\$26.25	\$26.83	\$27.46	\$28.11	\$28.85	\$29.47	\$30.14	\$30.84	\$31.58	
364/GS-14	\$25.04	\$25.68	\$26.25	\$26.83	\$27.46	\$28.11	\$28.85	\$29.47	\$30.14	\$30.84	\$31.58	\$32.32	\$33.06	
364/GS-15	\$27.38	\$27.97	\$28.59	\$29.24	\$29.97	\$30.60	\$31.28	\$31.97	\$32.69	\$33.41	\$34.14	\$34.88	\$35.62	
364/GS-16	\$29.47	\$30.14	\$30.84	\$31.58	\$32.32	\$33.06	\$33.81	\$34.56	\$35.31	\$36.06	\$36.81	\$37.56	\$38.31	
365/GS-17	\$37.44	\$38.37	\$39.31	\$40.29	\$41.29	\$42.29	\$43.35	\$44.41	\$45.52	\$46.66	\$47.83	\$49.00	\$50.16	

***The Director of Public Health, or their designee, may hire above Step 1 depending on prior years of related experience.**

Time in Steps:	
Step 1:	Hire
Step 2:	6 months
Step 3 - 13:	Yearly from hire date

Step increments effective the beginning of pay period including the employee's anniversary date.

BLACK HAWK COUNTY PUBLIC HEALTH PAY PLAN

July 1, 2026 to June 30, 2027

(Wage scale becomes effective at beginning of pay period closest to July 1, 2026)

Appendix A-4

Pay Grade	Start	6-month		3	4	5	6	7	8	9	10	11	12	13
	1	2												
353/GS-3	\$15.78	\$16.11	\$16.53	\$16.89	\$17.27	\$17.67	\$18.03	\$18.43	\$18.85	\$19.29	\$19.71	\$20.16	\$20.61	\$21.09
354/GS-4	\$16.53	\$16.89	\$17.27	\$17.67	\$18.03	\$18.43	\$18.85	\$19.29	\$19.71	\$20.16	\$20.61	\$21.09	\$21.60	\$22.12
355/GS-5	\$17.27	\$17.67	\$18.03	\$18.43	\$18.85	\$19.29	\$19.71	\$20.16	\$20.61	\$21.09	\$21.60	\$22.12	\$22.63	\$23.10
356/GS-6	\$18.03	\$18.43	\$18.85	\$19.29	\$19.71	\$20.16	\$20.61	\$21.09	\$21.60	\$22.12	\$22.63	\$23.10	\$23.67	\$24.23
357/GS-7	\$18.85	\$19.29	\$19.71	\$20.16	\$20.61	\$21.09	\$21.60	\$22.12	\$22.63	\$23.10	\$23.67	\$24.23	\$24.75	\$25.34
358/GS-8	\$19.71	\$20.16	\$20.61	\$21.09	\$21.60	\$22.12	\$22.63	\$23.10	\$23.67	\$24.23	\$24.75	\$25.34	\$25.92	\$26.58
359/GS-9	\$20.61	\$21.09	\$21.60	\$22.12	\$22.63	\$23.10	\$23.67	\$24.23	\$24.75	\$25.34	\$25.92	\$26.58	\$27.17	\$27.77
360/GS-10	\$21.60	\$22.12	\$22.63	\$23.10	\$23.67	\$24.23	\$24.75	\$25.34	\$25.92	\$26.58	\$27.17	\$27.77	\$28.42	\$29.09
361/GS-11	\$22.63	\$23.10	\$23.67	\$24.23	\$24.75	\$25.34	\$25.92	\$26.58	\$27.17	\$27.77	\$28.42	\$29.09	\$29.85	\$30.50
362/GS-12	\$23.67	\$24.23	\$24.75	\$25.34	\$25.92	\$26.58	\$27.17	\$27.77	\$28.42	\$29.09	\$29.85	\$30.50	\$31.19	\$31.92
363/GS-13	\$24.75	\$25.34	\$25.92	\$26.58	\$27.17	\$27.77	\$28.42	\$29.09	\$29.85	\$30.50	\$31.19	\$31.92	\$32.69	\$33.45
364/GS-14	\$25.92	\$26.58	\$27.17	\$27.77	\$28.42	\$29.09	\$29.85	\$30.50	\$31.19	\$31.92	\$32.69	\$33.45	\$34.63	\$35.89
364/GS-15	\$28.34	\$28.95	\$29.59	\$30.26	\$31.02	\$31.67	\$32.37	\$33.09	\$33.85	\$34.63	\$35.41	\$36.19	\$36.97	\$37.75
364/GS-16	\$30.50	\$31.19	\$31.92	\$32.69	\$33.45	\$33.85	\$34.27	\$35.02	\$35.90	\$36.83	\$37.75	\$38.69	\$39.66	\$40.63
365/GS-17	\$38.75	\$39.71	\$40.69	\$41.70	\$42.74	\$43.77	\$44.87	\$45.96	\$47.11	\$48.29	\$49.50	\$50.72	\$51.94	\$53.16

***The Director of Public Health, or their designee, may hire above Step 1 depending on prior years of related experience.**

Time in Steps:	
Step 1:	Hire
Step 2:	6 months
Step 3 - 13:	Yearly from hire date

Step increments effective the beginning of pay period including the employee's anniversary date.