



**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

BLACK HAWK COUNTY, IOWA

AND

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 204**

July 1, 2025 – June 30, 2029

**BLACK HAWK COUNTY AND
IBEW LOCAL 204
UNIT 9**

Effective 07-01-2025 to 6-30-2029

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ARTICLE 1
RECOGNITION

1.1: The Employer hereby recognizes IBEW Local Union 204 as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for all bargaining unit employees of the Black Hawk County Sheriff's Office, as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 102769.

ARTICLE 2
EMPLOYER RIGHTS

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

ARTICLE 3
STEWARDS

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

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

- A. The investigation and presentation of grievances with the Sheriff or the Sheriff's designated representative in accordance with the provisions of the collective bargaining agreement.
- B. The collection of dues when authorized by the appropriate Union Local.
- C. The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers provided such messages and information:
 1. Have been reduced to writing.
 2. If not reduced to writing, are of a routine nature and do not involve work stoppages or slowdowns.

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

ARTICLE 4
GRIEVANCE PROCEDURE AND ARBITRATION

4.1: The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding the violation, application or interpretation of the expressed provisions of this Agreement shall be adjusted in accordance with the following procedure. If the Union contests a termination through arbitration, the authority of the arbitrator is limited to determining whether a preponderance of the evidence exists to support the facts alleged by the County that resulted in the termination. If the arbitrator determines that the County has not met this burden then the arbitrator's authority is restricted to reinstatement.

4.2: **Grievance Steps**

Step 1 (Informal): An employee shall discuss a complaint or problem orally with their immediate supervisor or their designated representative within ten (10) calendar days following its occurrence in an effort to resolve the problem in an informal manner.

Step 2: If the supervisor's answer fails to resolve the grievance, the Union and/or the aggrieved employee may, within ten (10) calendar days, present the grievance in writing to the Division Commander or designated representative. The Division Commander or designated representative shall reply in writing within ten (10) calendar days.

Step 3: If the supervisor's answer in Step 2 fails to resolve the grievance, the Union and/or aggrieved employee may, within ten (10) calendar days, present the grievance in writing to the Sheriff or designated representative. The Sheriff or designated representative shall, within ten (10) calendar days, meet and discuss the grievance with the aggrieved employee and/or the Union, and reply in writing within ten (10) calendar days.

Step 4: If the answer in Step 3 fails to resolve the grievance, the Union may refer the grievance in writing to the Human Resources Director or designated representative within ten (10) calendar days of the receipt of the Step 3 answer. Following a meeting with the Union, the Human Resources Director or designated representative shall answer the grievance in writing within ten (10) calendar days.

Step 5: Any grievance not settled in Step 4 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party, and is made within four (4) working days after the date of the answer given in Step 4. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. A grievance not timely answered by the Employer may automatically be referred to the next highest step unless withdrawn by the Union.

4.3: After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from

which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list.

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

4.5: The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on both parties. All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

ARTICLE 5 SENIORITY

5.1: County seniority is defined as length of service since the date of hire with the County. Bargaining unit seniority is defined as the length of service as a sworn sergeant. In instances where seniority is equal, the employee with the highest length last four digits of their social security number shall be considered most senior. For the purpose of layoffs, seniority shall be administered on the basis of bargaining unit seniority

5.2: The Union shall be furnished with a seniority list and job classifications of all employees covered by this Agreement, within thirty (30) days after its execution. When the working force is reduced, the employee with the least bargaining unit seniority shall be the first laid off. However, the Employer may deviate from this procedure if it is determined that a Bona Fide Occupational Qualification is necessary to properly staff the Sheriff's Office. The employee removed can then replace any employee with less bargaining unit seniority. On recall from layoff, employees will be returned to work in the reverse order from which they were laid off, if they are qualified to perform the work available.

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

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

- A. Employee quits or retires.
- B. Employee is discharged for proper cause.
- C. Engaging in other full-time work (unless arrangements have been made with the Sheriff previous to taking job) while on leave of absence, or giving false reason for obtaining leave of absence.

- D. Two (2) days off from work without notice to the Sheriff unless evidence satisfactory to the Sheriff is presented showing that the employee was physically unable to give notice.
- E. Failure to report for work at the conclusion of a leave of absence.
- F. Failure to report for work within five (5) working days after receipt of notice to return to work following layoffs, when notice of recall is sent to employee's last known address as shown in Employer's records.
- G. Continuous period of layoff in excess of one (1) year.

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

ARTICLE 6
LEAVE OF ABSENCE

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

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

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

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

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

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

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

ARTICLE 7
JURY DUTY

7.1: An employee required to serve as a juror shall receive their regular wages. Time spent on jury duty shall be counted as time worked. To receive payment for such duty, the employee must submit certification of service and assign all fees, except mileage received for such duty, to the Employer. When released from duty during working hours, the employee will report to work within an hour, unless duty concludes within one (1) hour of end of employee's scheduled working hours for the day.

ARTICLE 8
BEREAVEMENT AND FUNERAL LEAVE

8.1: Eligibility

Each full-time employee shall be eligible for a paid leave of absence to make arrangements for or to attend the funeral for a death in the employee's immediate and extended family. Immediate family members shall be defined as:

- Spouse or significant other residing in the same household
- Parent
- Child
- Brother
- Sister

For purposes of the immediate family members section above, the definitions include natural, adoptive, foster, step, and half relationships. Extended family shall be defined as:

- Brother/Sister in-law
- Father/Mother in-law
- Son/Daughter in-law
- Grandparent
- Grandchild
- Aunt/Uncle
- Niece/Nephew

8.2: Length of Leave

Upon satisfactory evidence, if requested, of a death in the immediate family, a paid leave of absence shall be granted according to the following schedule:

- A. Spouse or significant other residing in the same household, child, and parent: A paid leave of absence up to five (5) working days.

- B. Brother, sister, brother/sister in-law, father/mother in-law, son/daughter in-law, grandparent, and grandchild: A paid leave of absence up to three (3) working days.
- C. Aunt, uncle, niece, and nephew: A paid leave of absence of not more than one (1) working day.

8.3: Pallbearers

Regular, full-time employees may be granted a paid leave of absence for service as a pallbearer. When an employee is released prior to the end of the employee's working hours, the employee shall report to work within one (1) hour, unless less than an hour remains in the working day.

8.4: Administration

Only days absent which would have been compensable workdays 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 workday'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.

8.5: Funeral leave pay will be at the employee's regular straight-time rate.

ARTICLE 9 SICK LEAVE

9.1: Accumulation

Each full-time regular employee shall accrue sick leave at the rate of one and one-fourth (1 1/4) days per month of continuous employment. Maximum accumulation shall be two hundred forty (240) days.

9.2: Use of Sick Leave

Accumulated sick leave may be used for any of the following:

- A. Serious or confining illness or injury of the employee.
- B. Up to fifteen (15) days per fiscal year for illness, or injury, of a member of the employee's household which necessitates the employee remaining at home or an FMLA qualifying event.
- C. In cases of serious or life-threatening illness, employees may use their sick leave for their spouse, significant other residing in the same household or child after having exhausted the 15 days of family sick leave and any other accrued time off (such as vacation, compensatory time, casual time, etc.).
- D. Medical or dental appointments which cannot be scheduled during non-working hours
- E. Female employees may use accumulated sick leave for absences occasioned by complications from pregnancy, for childbirth and complications resulting therefrom,

and for recovery from childbirth or miscarriage.

- F. Employees who do not have sufficient accumulations of sick leave to cover the above absences may use accumulated paid vacation or shall be eligible for unpaid leaves of absence.
- G. Sick leave shall not be used for holidays when an employee is receiving sick leave on the day before and the day after such holiday.

9.3: Verification

The Employer reserves the right to require satisfactory proof of illness, which may include a physician's statement or other evidence. An employee absent for three (3) consecutive working days or more, shall present to the Employer, if requested, a physician's statement that they were medically unable to work. Unauthorized use of sick leave will result in loss of pay for the duration of the absence and may be considered grounds for further disciplinary action.

9.4: Notification

When absences due to sickness are necessitated, the employee shall notify the Sheriff or their designated representative prior to the beginning of their scheduled reporting time. Failure to do so without a bona fide reason shall result in the employee being considered absent without leave and subject to disciplinary action.

9.5: Work-Related Injury

Any time lost during the first three (3) days following a work-related injury may be charged against the employee's sick leave balance, provided a doctor's excuse is furnished to the Sheriff and the Human Resources Department. Upon a written request submitted to the scheduling supervisor, an employee may use earned time, starting with sick leave, to fulfill the offset between the wages provided by worker's compensation and the employee's regular full-time wages.

9.6: Sick Leave Casual Day

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

9.7: 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.

9.8: Sick leave pay will be at the employee's regular straight-time rate.

ARTICLE 10 DIRECTED ASSIGNMENTS

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

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

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

ARTICLE 11
WORKER'S COMPENSATION

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

ARTICLE 12
BONDS

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

ARTICLE 13
INSURANCE

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

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

- The Employer will maintain current plan designs and contributions for group health and dental insurance effective July 1, 2025 through June 30, 2026.
- Effective July 1, 2025 through June 30, 2026 employees electing single coverage under the \$500 Plan shall contribute the lesser of 15% of the gross insurance premium or one hundred and five dollars (\$105.00) and employees electing dependent coverage under the \$500 Plan shall contribute the lesser of 15% of the gross insurance premium or two hundred and thirty dollars (\$230.00) toward the cost of the monthly premium rate.
- Effective July 1, 2025 through June 30, 2026 employees electing single coverage under the \$750 Plan shall the lesser of 10.0% of the gross insurance premium or contribute sixty- six dollars (\$66.00) and employees electing dependent coverage under the \$750 Plan shall contribute the lesser of 10.0% of the gross insurance premium or one hundred and sixty dollars (\$160.00) toward the cost of the monthly premium rate.

- Effective July 1, 2026 the County will at a minimum maintain the similar benefit design of the 750 Plan. The County reserves the right to add additional coverage options. Contribution rates and plan design shall be the same as non-union health insurance plans. The contribution rates shall not be more than 15% of the total premium for the plan selected.

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

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

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

13.5: The Employer shall provide long-term-disability insurance coverage consistent with Black Hawk County policy.

ARTICLE 14
VACATION

14.1: Vacation Eligibility: Paid sick leave, vacation time, casual days and other paid leave are considered as time worked for the purpose of vacation accrual. Unpaid workers' compensation leave shall also be considered as time worked for the purpose of vacation accrual. An employee in any other unpaid status shall not accrue vacation. Each permanent full-time employee shall accrue vacation hours on a bi-weekly pay period basis according to the following schedule:

<u>Years of Service</u>	<u>Bi-weekly Accrual</u>
1 year	1.54 hours
2-4 years	3.08 hours
5-9 years	4.62 hours
10-14 years	6.16 hours
15+ years	7.70 hours

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

14.2: Earned vacation time may be accrued up to two (2) times the employee's maximum annual total accrual. For example, if an employee's accrual rate is 3.08 per bi-weekly pay period, the employee's accrued vacation balance may not exceed one hundred and sixty hours (160). If an employee's vacation accrual balance has reached its maximum amount, all earned vacation exceeding this amount shall be forfeited.

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

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

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

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

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

ARTICLE 15 HOLIDAYS

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

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

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

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

Regular full-time employees shall be paid for each of the holidays set forth in this Article, which occur during the period in which they are actively at work. An employee scheduled to work on any recognized paid holiday shall be paid time and one-half (1 1/2) the employee's straight-time rate for all hours worked, plus the paid holiday at said straight-time rate.

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

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

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

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

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

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

ARTICLE 16 CASUAL DAYS

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

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

ARTICLE 17
SAFETY

17.1: The Sheriff shall first consider the personal safety of the bargaining unit employees in establishing operational procedures. A bargaining unit employee ordered to work under conditions considered to be unsafe may subsequently refer the matter to the grievance procedure.

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

ARTICLE 18
LEGAL AND PERSONAL

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

ARTICLE 19
SEPARABILITY AND SAVINGS

19.1: If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Any such items which may be in question will be promptly negotiated to bring it in line with existing authority. In the event that any of the contract shall be declared illegal, the party shall, as soon as possible, negotiate a provision which will cause that Article to be in line with the change in the law. Any such change will be subject to grievance procedure.

ARTICLE 20
HOURS OF WORK

20.1: The purpose of this Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day, or days of work per week. Determination of daily and weekly hours shall be made by the Sheriff.

20.2: It is understood and agreed that the operation of the Sheriff's Office is continual, non-stop operations. The number of shifts and hours of work shall be determined by the Sheriff. Eight hours shall constitute the workday unless mutually agreed upon otherwise.

On February 1, and August 1, employees shall be given the opportunity to submit their shift preference to the Sheriff. Employees shall be awarded their selection on the basis of bargaining unit seniority within each division assigned, as long as they are qualified to perform work assigned on their selected shifts. The Sheriff may deviate from this if it is determined a Bona Fide Occupational Qualification is necessary for proper staffing. Results of the biannual shift

selection shall be effective the pay period closest to March 1, and September 1. When an employee is assigned to a different division after March 1 or September 1, the employee will be allowed to select their shift preference at the next shift pick based on seniority.

For Jail Division bargaining unit employees, shift preference may include non-bargaining unit employees. Such selections for the Jail Division shall be on the basis of seniority on the date of promotion to a sergeant position whether sworn or non-sworn.

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

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

Overtime Procedures:

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

- A. Scheduled: When the necessity for overtime is known more than eight (8) hours in advance, such time will be distributed to the division employees by bargaining unit seniority. The Sheriff has the authority to temporarily assign qualified employees currently on shift to cover vacancies of less than 8 hours.
- B. Unscheduled: When less than eight (8) hours' notice is available for the need of overtime, the overtime will first be offered to working bargaining unit employees. If no one desires the overtime, it will be offered to bargaining unit employees working the shift following the overtime. Absent volunteers, the employee at the top of the forced overtime list working shall be forced to work up to four (4) hours overtime. If an employee is so forced, to meet minimum staffing requirements, the employee at the top of the forced overtime list from the overtime-following shift will be forced to relieve the first employee. Once the employee works the forced overtime to meet minimum staffing requirements, they shall be moved to the bottom of the forced overtime list. If an employee volunteers for forced overtime, they shall be moved to the bottom of the forced overtime list.
- C. Non-Bargaining Unit Overtime Opportunities: When a non-bargaining unit overtime opportunity arises and no one is available to fill that overtime opportunity from the non-bargaining unit, bargaining unit employees shall be offered the overtime opportunity in accordance with Section 20.4(B) above as long the bargaining unit employee is qualified to perform the work.
- D. For Jail Division bargaining unit employees, overtime shall include non-bargaining unit employees. Such overtime selections for the Jail Division shall be on the basis of seniority on the date of promotion to a sergeant position whether sworn or non-sworn.

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

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

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

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

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

ARTICLE 21 SUBPOENA AND WITNESS FEES

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

21.2: An off-duty employee who is called to give testimony as set forth in Section 21.1 above shall receive a credit for a minimum of two (2) hours worked for such time spent, except that an employee subpoenaed or called to testify during off-duty hours with less than twelve (12) hours advance notice from the Sheriff shall receive credit for a minimum of four (4) hours worked. Notice shall be deemed to have been made if a completed call for the employee is left at the employee's residence or cell phone number on file. No employee shall receive pay pursuant to this Article and Article 20 for the same hours worked.

ARTICLE 22
PAY PLAN

22.1: The salary schedule will increase as follows:

See Appendix A for FY26 and FY27
Wage and Insurance Reopener for FY28
Wage and Insurance Reopener for FY29

Employees who are eligible for step increases shall receive pay increments at the beginning of the pay period nearest to the promotion date of the qualified employee.

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

ARTICLE 23
NO STRIKE - NO LOCKOUT

23.1: The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its' officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support, or suggest any strikes as defined in the Code of Iowa.

23.2: The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 24
LONGEVITY

24.1: Longevity compensation is based upon the number of years of consecutive years of full-time employment with the County. Payment shall be made for all time employed by the Sheriff in any full-time bargaining unit capacity.

24.2: A break in employment does not constitute loss of time for longevity purposes. The following longevity schedule becomes effective July 1, 1982:

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

24.3: Eligibility for Longevity

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

ARTICLE 25
ELIGIBILITY FOR PAY INCREMENTS

25.1: Basis for In-Grade Increments

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

25.2: Adjustment of Pay

Pay increment adjustments shall be made at the beginning of the pay period in which the sergeant promotion date occurs, unless the work period has been adjusted in Section 25.1.

ARTICLE 26
EFFECT OF JOB CLASSIFICATION CHANGES

26.1: Job classification for unit employees is sworn sergeant. A change in employee classification will affect pay status under the following circumstances:

Promotion: When an employee is promoted to sergeant, they shall receive an increase to step 1 of the pay plan. Upon promotion, an employee must serve at least one year in the higher classification before receiving their next in-grade step increment.

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

26.2: Employees assigned as a Field Training Officer shall receive an additional 5.00% above their normal hourly rate for all hours worked performing those duties.

ARTICLE 27
MILITARY LEAVE OF ABSENCE

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

ARTICLE 28
LABOR-MANAGEMENT MEETINGS

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

ARTICLE 29
DEFERRED COMPENSATION CONTRIBUTION

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

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

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

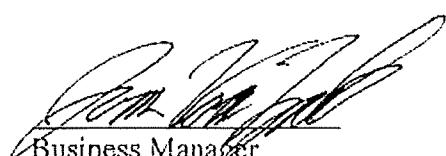
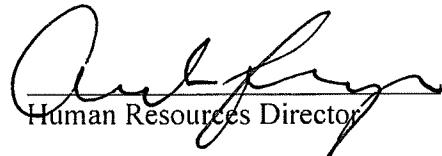
ARTICLE 30
DURATION OF AGREEMENT

30.1: This Agreement shall be effective beginning July 1, 2025 through June 30, 2029. Wages and insurance open July 1, 2027 and July 1, 2028.

Signed this 27th day of May, 2025.

IBEW Local 204

Black Hawk County, Iowa


Business Manager
Chair, Board of Supervisors
Chief Steward
Human Resources Director

Appendix A

BLACK HAWK COUNTY SWORN SERGEANT PAY PLAN

IBEW – UNIT 9 FY26 and FY27 Scale

Effective at the beginning of the pay period closest to July 1st.

Pay Grade 290

Step 1	10% above top deputy step
Step 2	12% above top deputy step
Step 3	14% above top deputy step
Step 4	16% above top deputy step
Step 5	18% above top deputy step
Step 6	20% above top deputy step

FY26 Top Deputy Step: \$43.21/hr

FY27 Top Deputy Step: \$44.94/hr

Step	2026	2027	2028	2029
#1	\$47.53	\$49.43	TBD	TBD
#2	\$48.40	\$50.33	TBD	TBD
#3	\$49.26	\$51.23	TBD	TBD
#4	\$50.12	\$52.13	TBD	TBD
#5	\$50.99	\$53.03	TBD	TBD
#6	\$51.85	\$53.93	TBD	TBD