COLLECTIVE BARGAINING AGREEMENT

between

BLACK HAWK COUNTY

And

PUBLIC PROFESSIONAL & MAINTENANCE EMPLOYEES LOCAL UNION 2003
CLERICAL EMPLOYEES UNIT I

July 1, 2019 June 30, 2022
# Public Professional & Maintenance Employees

**Local Union 2003, Clerical Employees, Unit 1**

and

**Black Hawk County**

*Effective July 1, 2019 to June 30, 2022*

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AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2019, by and between Black Hawk County, Iowa, hereinafter referred to as "Employer," and Public Professional and Maintenance Employees, Local Union 2003, IBP, hereinafter called "Union," represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act identified as Chapter 20 of the Code of Iowa.

ARTICLE 1
RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for all of the secretarial, clerical, and general office employees of Black Hawk County, including non-supervisory deputies in the following offices and departments: County Auditor, County Attorney, County Treasurer, County Recorder, County Sheriff, Community Services, Veteran Affairs, Information Technology, and County Engineer, as set forth in Case No. 57, dated November 10, 1975, which excludes the professional employees, civil service employees in the Sheriff's Office, and supervisors, all persons excluded by Section 4 of the Act and all other county employees.

ARTICLE 2
SEPARABILITY AND SAVINGS

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.

ARTICLE 3
NO STRIKE - NO LOCKOUT

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, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

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 4
GRIEVANCE PROCEDURE AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. An employee shall have the right to grieve a discharge beginning at Step 3 of this procedure and progressing through the arbitration step. Grievance of a disciplinary suspension may progress through Step 3 of this procedure, and may not progress to arbitration. Oral and written disciplinary reprimands are not subject to the grievance procedure.

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:

**Informal**: An employee shall discuss a complaint or problem orally with his immediate supervisor or his designated representative within three (3) working days following its occurrence in an effort to resolve the problem in an informal manner.

**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 his immediate supervisor within seven (7) calendar days following the occurrence of the problem. Failure to hold an informal discussion within the seven (7) calendar 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 seven (7) working days after this Step I 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 seven (7) calendar days, present the grievance in writing to the department head. The department head shall, within five (5) working days, meet and discuss the grievance with the aggrieved employee and/or the Union, and then reply in writing within seven (7) calendar days. A copy of the grievance and the department head's answer shall be forwarded to the Human Resources Director.

**Step 3**: If the department head's answer in Step 2 fails to resolve the grievance, the Union and/or the aggrieved employee may refer the grievance to the Human Resources Director within seven (7) calendar days of the receipt of the Step 2 answer. The Human Resources Director may designate a representative for the bargaining unit to conduct hearings on grievances which do not involve termination or loss of pay issues. Following a meeting with the aggrieved employee and/or the Union, the Human Resources Director shall answer the grievance in writing within seven (7) calendar 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 seven (7) working days after the date of the Human Resources Director's or designated representative's answer given in Step 3.

It is expressly agreed and understood that no employee or the Union shall have the right to
compel the arbitration of a grievance without the written consent of the other. An aggrieved employee may elect to not have a union representative present at the grievance meeting(s).

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.

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.

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

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

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public. The grievances and disciplinary matters are confidential.

ARTICLE 5
SENIORITY

Section 1, Definition: Seniority shall be defined in three (3) ways:

A. **Bargaining Unit:** The length of continuous service in the bargaining unit since the employee's last date of hire. Employees with the same seniority date will have their seniority established by the last four digits of their social security number. The employee with the highest number will have the greatest seniority for that day.

B. **Pro-rata Eligibility for Permanent Part-Time Employees:** When a permanent part-time employee becomes a full-time employee, the employee's full-time seniority shall be fifty percent (50%) of their continuous service under the bargaining unit.
C. **Temporary Employees:** Persons employed in a temporary vacancy for a period of four (4) months or less shall be considered temporary employees and are not considered members of the bargaining unit. A temporary employee shall become a probationary employee upon four (4) months and one (1) day within a job classification.

**Section 2, Probationary Period:** A new employee shall serve a probationary period of six (6) months, but benefits will be effective after the first ninety (90) continuous calendar days. Upon completion of the probationary period, the employee shall be placed on the seniority list, and his seniority shall be determined from his date of employment. Employees may be terminated for any reason during the probationary period without recourse to the grievance procedure.

**Section 3, Bidding:**

A. No permanent vacancy or newly-created job classification in the bargaining unit shall be filled by hire until notice has been given to employees within the bargaining unit by email and they have had three (3) working days to place interest in the position. All postings shall include the shift or office where applicable. Department heads may only post shift vacancies for current employees in the affected job classification. Notification shall be given to all unsuccessful applicants by the Human Resources Department within five (5) working days following a selection. A copy of all job postings shall be mailed to the person designated by the Union's business representative. If such postings are not posted in all facilities as required above, such posting shall be posted for an additional one (1) working day in that facility.

If there are no qualified applicants within Unit I, the Employer shall next consider all applicants who are current county employees. All other qualified applicants may then be considered after said notifications are provided to those applicants in Unit I. In determining the successful applicant, qualifications, such as ability, experience, training and aptitude shall be the primary consideration. Where qualifications are equal, and barring any disciplinary actions within twelve (12) months prior to the posting, bargaining unit seniority shall govern. The date of hire will be used in lieu of seniority for part-time employees.

An employee bidding into a different classification shall be given up to thirty (30) working days to satisfactorily perform the job. During the thirty (30) working day trial period, the employee shall receive actual training directly related to the work of the job.

**Section 4, Loss of Seniority:** An employee shall lose his seniority, and the employment relationship shall be broken and terminated as follows:

A. Employee quits.
B. Employee is discharged for proper cause.
C. Engaging in other work without prior approval while on leave of absence, or giving false reason for obtaining leave of absence.
D. Two (2) consecutive days of absence without notice to the Employer, unless evidence satisfactory to the Employer is presented showing the employee was physically unable to
give notice.
E. Failure to report for work upon expiration of a leave of absence.
F. Employee retires.

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

ARTICLE 6
LEAVE OF ABSENCE

Section 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 department head. Requests for such leave shall be made in writing to the employee's department head and shall not be unreasonably denied. Employees must exhaust all applicable accruals of paid leave before unpaid leave will be granted.

Section 2: An employee granted a leave of absence shall not be eligible for fringe benefits, holiday pay, or accrue retirement or sick leave during the period of such leave except as provided by state law.

Section 3: If the employee fails to report for work upon the expiration of his leave of absence, he shall be terminated.

Section 4: Upon return from a leave of absence, the employee shall return to his former job if physically qualified and the position is vacant, or to another position in accordance with seniority, qualifications, and ability.

ARTICLE 7
INJURY REPORTING

In case of injury due to work or incurred while at work all such injuries must be reported to the Employer on the same day the injury is sustained or first becomes known to the employee. Nothing in this provision shall be construed to relieve the employee from his obligation to complete an incident report in accordance with departmental rules.

ARTICLE 8
HOURS OF WORK AND OVERTIME

Section 1, Work Week: The normal work week for a full-time employee shall be defined as forty hours or more with all benefits. The normal work week for a part-time employee shall be less than forty hours with pro-rated vacation per Article 16.

Section 2, Meal Periods: The Employer shall grant without pay a meal period for all employees. The meal period shall not be less than thirty (30) minutes, or more than one (1) hour, as designated by the Department Head for that department, except as modified by individual flex-time agreements. Meal periods will be scheduled as near to the middle of the shift as possible.

Section 3, Break Periods: The Employer shall grant with pay two (2) rest periods of fifteen (15) minutes duration. Each break period will be scheduled as near to the middle of the first and
second half of the shift as possible. Employees regularly scheduled to work less than three (3) hours or called in to work less than three (3) hours will not receive a break period.

Section 4, Hours of Work: The normal hours of work and rotation of days of work shall be as follows for full-time employees in bargaining unit job classifications in the departments listed below. The normal work day for full-time employees shall be eight (8) hours of work including paid breaks. The work week for full-time employees shall consist of five (5) days of work Monday through Friday of each work week. A department supervisor and an employee may mutually agree to vary the hours of work from that normally in effect for that department. Such agreement shall not waive the overtime or shift differential provisions of this Agreement.

The normal work schedules shall be as follows:

County Auditor, County Treasurer, County Recorder, Community Services, Veterans Affairs, County Attorney, and County Engineer.
- Between 7:00 a.m. to 4:30 p.m. with a 30 minute unpaid lunch break – Monday through Friday

Sheriff’s Department
- Between 7:00 a.m. to 4:30 p.m. with a 30 minute unpaid lunch break – Monday through Friday

Information Technology
- Between 6:30 a.m. to 4:30 p.m. with a 30 minute unpaid lunch break – Monday through Friday

Any change in the normal hours of work shall not waive the overtime and shift differential requirements in this Article.

Section 5, Shift Differential: The Employer shall pay a shift differential of twenty cents ($ .20) per hour for any shift commencing between 3:00 p.m. and 10:59 p.m. A premium of twenty-five cents ($ .25) shall be paid for any shift commencing between 11:00 p.m. and 5:59 a.m. Employees in the Information Technology Department who work a broken shift will be paid the applicable shift differential by computing the average between shifts. Under no circumstances may an employee waive receiving the proper shift differential. An employee shall be paid the appropriate shift differential for each shift that qualifies for shift differential payment as defined above.

Section 6, Overtime: Overtime shall be paid for at the rate of one and one-half (1 1/2) times the employee's straight-time hourly rate for all hours worked in excess of eight (8) per day or on the employee's regularly scheduled day off. To be eligible for time and one-half (1/2) when an employee agrees to work on the employee's regularly scheduled day off, the employee shall not have utilized sick leave during the employee's work week. All hours of scheduled time off, except sick leave, for which the employee receives pay shall be counted as hours worked for the purpose of computing overtime. Overtime shall not be paid more than once for the same hours worked. The work week shall be from 12:01 a.m. Sunday to 12:00 midnight Saturday. The Employer will make every reasonable effort to ensure the equitable distribution of overtime in accordance with qualifications and ability. Employees required to work overtime shall be
notified at least twenty-four (24) hours in advance of the scheduled work, except in case of emergency.

**Section 7, Minimum Pay:** An employee who reports to work as directed shall receive a minimum of two hours work or pay-in-lieu thereof.

**Section 8, Compensatory Time:** An employee may elect to receive payment for overtime worked in either cash payment or compensatory time off at the same rate of one and one-half hours of compensatory time for each hour of overtime worked. An employee may accumulate and carry over from year to year a maximum of forty (40) hours of compensatory time. Compensatory time shall be taken in increments of not less than one (1) hour, unless the employee has accumulated time of less than one (1) hour, in which event the entire amount may be approved for use at one time.

**ARTICLE 9
SICK LEAVE**

**Section 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. The accrual shall be credited the first pay check of the following month. Maximum accumulation shall be one hundred twenty (120) days.

**Section 2, Use of Sick Leave:** Accumulated sick leave may be used for any of the following:

A. If the employee is medically unable to work.

B. A maximum of three (3) days per fiscal year for contagious or serious illness of a member of the employee's immediate family and the presence of the employee is required. Immediate family shall be defined as spouse, parents, stepparents, parents of spouse, children, brothers, sisters.

C. Day of surgery for spouse or child. Item "B" is separate from this item.

D. Medical or dental appointments which cannot be scheduled during nonworking hours.

**Section 3, Verification:** The Employer reserves the right to require satisfactory proof of illness which may include a physician's statement or other evidence, which the employee shall provide within forty-eight (48) hours of the Employer's request for such verification, or upon the employee's return to work if the Employer's request was made prior to or during the absence. Unauthorized use of sick leave will result in loss of pay for the duration of absence, and may be considered grounds for further disciplinary action.

**Section 4, Notification:** When absences due to sickness are necessitated, the employee shall notify the supervisor prior to the beginning of his 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.

**Section 5, Conversion:** Employees with 960 hours of sick leave shall convert an additional thirty (30) hours of sick leave to eight (8) hours of casual leave. These casual hours may be
carried over for up to one (1) year. Any accrued sick leave casual day(s) shall be forfeited upon termination.

Section 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.

Section 7, Date of Employment: An employee who begins his employment on or before the fifteenth day of the month will be credited with sick leave for the entire month. An employee who begins his employment after the fifteenth (15th) day of the month will begin to accrue sick leave on the first day of the month following his employment.

Section 8, Catastrophic Illness Donation: An employee may voluntarily donate accumulated vacation for use as sick leave by a co-worker whose sick leave is exhausted due to catastrophic illness of the employee or their immediate family (within the limitations of Section 2) under the following conditions:

A. To be eligible for time donation, the affected employee must have exhausted all paid leave.

B. The donating employee must notify the Human Resources Department in writing specifying the co-worker, the amount of vacation to be donated, and the date and time of day of the donation. The donating employee may not retract the donation.

C. The transfer of hours from the donating employee represents a straight exchange of hours, not pay. Donated time must be given, and will be accounted for in one-hour increments and will be paid at the wage rate of the employee who uses it. The employee shall receive no more compensation than would have been earned while actively at work.

D. Donated time must be used within thirty (30) working days of the effective date of the donation. Unless the illness extends beyond the thirty-working day period, any unused portion of donated vacation will be returned to donating employees in the reverse order in which it was donated, with the most recent donation being first returned.

E. If the Human Resources Department determines that previous donations would provide the co-worker with enough sick leave for the next thirty working days, additional donations shall not be accepted.

F. The Employer's obligation is limited to accounting for donated vacation for which the department has written notice. Hours donation is totally voluntary, and donations shall not be solicited by the Employer.
ARTICLE 10
BEREAVEMENT AND FUNERAL LEAVE

Section 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
- 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

Section 2, Schedule of Leave:
Upon satisfactory evidence of a death in the immediate family, a paid leave of absence shall be granted according to the following schedule:

A. Spouse, 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.

Section 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.

Section 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 11
HOLIDAYS

Section 1, Holidays Designated: Regular full-time employees, except for seasonal and part-time employees, are eligible for the following eleven (11) paid holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday After Thanksgiving
- Christmas Day
- *Floating Christmas Holiday or Christmas Eve
- **Floating Personal Day

*To be designated by the Employer.

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

A holiday occurring on Saturday shall be observed on the Friday preceding, and a holiday occurring on a Sunday on the following Monday. Employees scheduled on a seven-day-per-week basis shall observe holidays on the traditional day of observance (Example: Christmas Day, December 25; New Year's Day, January 1).

Section 2, Holiday Pay: Regular full-time employees shall be paid for each of the holidays set forth in this article occurring during the period in which they are actively at work. An employee, including part-time employees, 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.

Section 3, Eligibility:

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

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

Section 4, Holidays During Vacation: An employee shall be entitled to an additional vacation day when a holiday occurs during his time off work due to vacation.

Section 5, Holidays on Days Off: If a holiday occurs on an employee's regularly scheduled day off, the employee shall receive an additional day's pay at his straight-time rate.
Section 6, Scheduling Holidays: The Employer will make every reasonable effort to ensure the equitable distribution of holidays off.

ARTICLE 12
JOB CLASSIFICATIONS AND STRAIGHT-TIME HOURLY WAGE RATES

Section 1, Job Classifications: Reference is made here to Exhibit A, Job Classification by Pay Grade, and by this reference said Exhibit becomes a part of this Agreement. The Employer retains the right to add new job classifications or delete job classifications as may be necessary. In the event the Employer adds a new job classification, the Employer will provide the Union with notice and opportunity to bargain the new job classification, wage rate, and other contract benefits prior to implementing the new job classification.

Section 2, Hourly Wage Rates:

Reference is made here to Exhibit B, General Services Salary Schedule, for the 2020 fiscal year which shall become effective the first day of the pay period that includes July 1, 2019, and shall remain in effect during the term of this Agreement. The 2020 fiscal year salary schedule shall be an increase of 2.50% effective over the previous fiscal year’s salary schedule. In addition, employees eligible to receive an in-grade pay increment shall do so pursuant to Article 20 of this Agreement.

Reference is made here to Exhibit C, General Services Salary Schedule, for the 2021 fiscal year which shall become effective the first day of the pay period that includes July 1, 2020, and shall remain in effect during the term of this Agreement. The 2021 fiscal year salary schedule shall be an increase of 2.75% over the previous fiscal year’s salary schedule. In addition, employees eligible to receive an in-grade pay increment shall do so pursuant to Article 20 of this Agreement.

Reference is made here to Exhibit D, General Services Salary Schedule, for the 2022 fiscal year which shall become effective the first day of the pay period that includes July 1, 2021, and shall remain in effect during the term of this Agreement. The 2022 fiscal year salary schedule shall be an increase of 3.00% over the previous fiscal year’s salary schedule. In addition, employees eligible to receive an in-grade pay increment shall do so pursuant to Article 20 of this Agreement.

ARTICLE 13
PRE-TAX REIMBURSEMENT ACCOUNT

All employees eligible to participate in the health insurance program 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 14
JURY DUTY AND WITNESS LEAVE

An employee required to serve as a juror shall receive his regular wages. 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 as soon as possible, but no later than two (2) hours. If an employee is subpoenaed as a witness in a court action not involving criminal or civil action by or against the employee, he shall receive a paid leave of absence for the time he spends on such duty. Such paid leave may not exceed three (3) working days or a total of twenty-four (24) hours per fiscal year. Said employee shall receive the normal work day's pay and shall return to the Employer pay received as a witness, except mileage. Employees who are subpoenaed to testify on matters arising from or relating to their employment shall continue to be paid their regular hourly rate, or the overtime rate if applicable for the time spent as a witness.

ARTICLE 15
PAY PERIOD AND PAY DAY

The Employer shall issue payroll checks on a bi-weekly basis. Checks shall be issued on the Friday first following the end of the pay period.

ARTICLE 16
VACATION

Section 1, Vacation Eligibility: During the first anniversary year, an employee will accrue vacation, but is not eligible to use vacation time or receive reimbursement upon termination. Paid sick leave, vacation time, casual days, and other paid leave are considered as time worked for the purpose of vacation accrual. Unpaid workers' compensation leave shall also be considered as time worked for the purpose of vacation accrual. An employee in any other unpaid status shall not accrue vacation. Each permanent full-time employee shall accrue vacation hours on a bi-weekly pay period basis according to the following schedule.

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<th>Years of Service</th>
<th>Bi-Weekly Accrual</th>
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<td>1 year</td>
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<td>13-19 years</td>
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<tr>
<td>20+ years</td>
<td>7.70 hours</td>
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</table>

Regular part-time employees will be eligible for 50% of the vacation of a full-time employee with equal years of service. Changes in 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.

Section 2, Vacation Usage: 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 of 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.

Section 3, Holidays During Vacation: If a recognized paid holiday falls during an employee's time off work due to vacation, he shall receive an additional day's paid vacation.

Section 4, Scheduling Vacation: The scheduling of vacation leave is dependent upon the
judgment and discretion of the department head. The department head may require the rescheduling of vacation leave when, in his 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.

Section 5, Termination: 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 is discharged for cause or who quits without of minimum of two (2) weeks’ notice shall forfeit vacation pay.

Section 6, Rate of Pay: Vacation pay will be at the employee's normal pay for the day or week for which he would have been regularly scheduled to work.

ARTICLE 17
ENTIRE AGREEMENT AND WAIVER CLAUSE

A. This Agreement supersedes and cancels all previous agreements and practices between the Employer and employees unless expressly stated to the contrary herein, and together with the concurrent letters of understanding, supplemental hereto, constitutes the entire agreement between the parties, and concludes collective bargaining for its term, except as provided herein.

B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and without reservation, waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 18
CASUAL DAYS

Section 1, Establishment: Each full-time bargaining unit employee shall be credited with four (4) days each July 1 to be used for whatever purpose the employee chooses. New employees shall accrue one (1) casual day per quarter until the following July 1.

Section 2, Administration: Casual days may be taken in one (1) hour increments and may be used to extend vacation or any other paid leave of absence. Casual days must be used during the fiscal year or they will be lost. No reimbursement will be made for unused casual days upon termination from employment.

Section 3, Probationary Employees: Probationary employees shall be granted one (1) casual day October 1; one (1) casual day January 1; one (1) casual day April 1; and one (1) casual day July 1, if they are employed by the Employer on that date. Employees are not eligible for casual day benefits during the first ninety (90) days of employment. However, upon completion of probation, employees shall be credited with accrued casual days as of the date of employment.
Section 4, Approval: Employees must obtain approval from their department head or his designated representative at least twenty-four (24) hours prior to the casual day requested, except in emergencies, to receive casual day pay for an absence. Approval by the department head shall not be unreasonably denied. Emergency shall be defined as a sudden unforeseen and unexpected happening or occurrence requiring the employee's attendance.

ARTICLE 19
LONGEVITY

Section 1, Eligibility: Each full-time bargaining unit employee shall be eligible for longevity pay based upon consecutive years of County service as follows:

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

Section 2, Payment: Payment for longevity shall be divided between the first two pay periods of each month. An employee who on July 1, 1984, does not qualify for longevity pay will receive his first longevity payment on the first pay period of the month following his anniversary date of employment.

Section 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 20
ELIGIBILITY FOR PAY INCREMENTS

Anniversary date for the purpose of this article shall be the bargaining unit seniority date.

The Employer shall use the following criteria in the determination of an employee's eligibility for pay increments in grade:

In-Grade Pay Increment: An employee shall be eligible for his first in-grade pay increment upon completion of one (1) year of continuous service in the bargaining unit if he enters at the lowest step. Thereafter, an employee will be eligible for an in-grade increment at the employee's anniversary date. No pay increment shall be granted above the maximum rate prescribed for the class.

Basis for In-Grade Increments: In-grade increments shall not be granted automatically, but shall be based on satisfactory work performance in addition to length of service in the bargaining unit. The performance of an employee shall be evaluated by his supervisor prior to his being considered for each in-grade pay increment. The employee must have an overall rating of "Satisfactory" for the in-grade increment to be granted.

Adjustment of Pay: Pay increments shall be made at the beginning of the pay period in which the employee's anniversary date occurs.
ARTICLE 21
UNION LEAVE

Employees designated as stewards or bargaining team members by the Union shall receive a paid leave of absence as Union Leave for the employees’ hours of work necessary to attend joint collective bargaining negotiations, mediations, fact-findings, interest arbitrations, or steps of the grievance procedure with the Employer.

ARTICLE 22
DURATION OF AGREEMENT

This Agreement shall be effective from July 1, 2019, and shall continue to remain in full force and effect until its expiration date on June 30, 2022.

SIGNED THIS 18th day of June, 2019.

EMPLOYER:
BLACK HAWK COUNTY, IOWA

Tom Little, Chair
Board of Supervisors

Debra Bunger
Human Resources Director

Michael Galloway
County Chief Negotiator

UNION:
PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES, Local Union 2003, IBPAT

Mike Scarrow, Business Agent

Jolene R. Massina
Employee Representative

Denise Bishop
Employee Representative

Lynda Hintzman
Employer Representative

Debra J. F lame
Employee Representative
PPME UNIT 1
LETTER OF AGREEMENT
LEAD WORKER

The parties mutually agree to create an hourly pay premium for lead workers in any job classification within the Unit 1 bargaining unit when an agency or grant requires the lead worker status. The premium paid to lead workers must be reimbursed to the County by sufficient supervisory staff to oversee employees.

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 classification as the designee, or as otherwise directed by the supervisor. The lead worker is selected at the discretion of the department head with approval of the Board of Supervisors. Qualifications shall include a good attendance and work record, and the employee shall be among the most knowledgeable in their job classification within the department.

A premium equal to one pay grade above the employee's GS grade and step shall be paid for employees designated as lead workers. The pay premium 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 may terminate the lead worker status at any time.

SIGNED THIS 18th day of June, 2019.

BLACK HAWK COUNTY, IOWA

Debra Bunker
Human Resources Director

PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES, Local Union 2003, IBPAT

Mike Scarrow
Business Agent
## Exhibit "A"

**JOB CLASSIFICATIONS BY PAY GRADE**

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<tr>
<td>GS-6</td>
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| GS-8      | Office Specialist (formerly Clerk III and Clerk-Typist III)  
Medical Records Clerk  
Account Technician (formerly Account Clerk I and Account Clerk/Cashier) |
| GS-9      | Account Specialist (formerly Account Clerk II)  
Clerk-Stenographer  
Records and Equipment Technician |
| GS-10     | Administrative Aide I  
Tax Process Server |
| GS-11     | Academic Instructor  
Intake Officer  
Map Maintenance Technician  
Paralegal  
Volunteer Coordinator  
Finance Specialist |
| GS-13     | Support Recovery Officer  
Court Debt Recovery Officer |
| GS-14     | Network Technician |
EXHIBIT B  
UNIT 1 CLERICAL: SALARY SCHEDULE  
July 1, 2019 – June 30, 2020  

FY20

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Effective at the beginning of the pay period closest July 1, 2019
EXHIBIT C
UNIT 1 CLERICAL: SALARY SCHEDULE
July 1, 2020 – June 30, 2021

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Effective at the beginning of the pay period closest July 1, 2020
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UNIT 1 CLERICAL: SALARY SCHEDULE
July 1, 2021 – June 30, 2022

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Effective at the beginning of the pay period closest July 1, 2021