BLACK HAWK CO. / PPME #2003 (SUPPORT) 06-07

COLLECTIVE BARGAINING AGREEMENT

between

BLACK HAWK COUNTY

And

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

July 1, 2006 June 30, 2007

PUBLIC PROFESSIONAL & MAINTENANCE EMPLOYEES
LOCAL UNION 2003, CLERICAL EMPLOYEES, UNIT 1
and
BLACK HAWK COUNTY
Effective July 1, 2006 to June 30, 2007

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AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2006, by and between Black Hawk County, Iowa, hereinafter referred to as "Employer", and Public Professional and Maintenance Employees, Local Union 2003, IBPAT, 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, County Relief, Veteran Affairs, Management Information Systems, County Engineer, Country View Care Facility, Department of Human Services, and Child Support Recovery Unit, 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. 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. However, transfers and job bids will start at Step 2 by the employee notifying the department head affected within twenty-four (24) hours, and having the written grievance presented within two (2) working days.

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 three (3) working days following the occurrence of the problem. Failure to hold an informal discussion within the three (3) working 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 three (3) 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 three (3) working 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 three (3) working days. A copy of the grievance and the department head's answer shall be forwarded to the Human Resources Director.

Step 3: If the department head's answer in Step 2 fails to resolve the grievance, the Union and/or the aggrieved employee may refer the grievance to the Human Resources Director within three (3) working 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) 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 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 safe, 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**: A permanent part-time employee shall have performed at least twenty-four (24) consecutive months of county service at the time he becomes a full-time employee to be eligible for pro-rated seniority. When a permanent part-time employee becomes a full-time employee, the employee's full-time seniority shall be fifty percent (50%) of his total county service.

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, Job Vacancies:

A. Permanent vacancies and positions in newly-created job classifications in the bargaining unit shall be filled according to the following contract articles and order:

   1. Voluntary Transfer of current Unit employee - Article 12, Section 1

   2. Job Bid by current Unit employee - Article 5, Section 4

   3. Recall of laid off Unit employee - Article 5, Section 5

   4. Involuntary transfer of current Unit employee - Article 12, Section 2

B. An employee who is bumped out of a job classification shall have recall rights for one (1) year to their prior position before application of the above procedure in Paragraph A of this section. Such recall shall only be effective when the bumped employee has greater seniority than all current Unit employees requesting a voluntary transfer or job bid.

Section 4, Bidding:

A. No permanent vacancy or newly-created job classification in the bargaining unit shall be filled by hire until such vacancy has been posted by the Human Resources Department on all union bulletin boards for a period of three (3) working days, and present employees in the bargaining unit have had the opportunity to apply for such positions and have their applications considered. 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 1. 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. If such employee fails to satisfactorily perform the job or the employee voluntarily elects to return to their former position within said period, he shall be returned to his former position without loss of seniority.

B. An employee who accepts the bid shall not be eligible to bid on another vacancy for six (6) months from the effective date of the new position. This same restriction shall apply to an employee who voluntarily returns to his former position during the trial period, effective with the date the employee returns.

Section 5, Layoff:

A. When the work force is to be reduced through either a reduction in the number of employees or the annual hours of work by the employees, the reductions shall be accomplished in the following order:

1. The present work force will be reduced through attrition by elimination of vacancies created by retiring or terminated employees.

2. Prior to any layoff of the present work force, all vacant positions will be laid off.

3. The present work force will be reduced through utilization of the layoff procedure in Paragraph B of this Section.

4. If it is necessary to reduce full-time employees' hours of work after utilization of the layoff procedure in Paragraph B, such reduction in hours will not become effective until all temporary, probationary, and part-time employees in all bargaining unit job classifications have been laid off from the bargaining unit. Such positions shall not be restored until after all fulltime employees' reduced hours are restored.

5. If a reduction in full-time employees' hours is necessary, such hours reduction will be accomplished in the following manner:

    a. Work hours shall be reduced by job classifications in order of seniority, beginning with the employee with the least bargaining unit seniority in the affected job classification.

    b. An employee whose hours are reduced shall have the option of accepting the reduction in hours or bumping the employee with the least bargaining unit seniority in an equal or lower pay grade, provided the employee has greater seniority than the person being bumped. An employee who is bumped retains his bumping rights.

c. A full-time position which has its hours reduced shall continue to be considered a full-time position for all collective bargaining benefits and accrual of seniority.

d. Any full-time employee whose hours are reduced shall be paid at the overtime rate of pay for all hours worked in excess of the number of hours for which that employee was scheduled pursuant to the posted schedule.

e. Any restoration of reduced hours shall be done in the reverse order from which they were reduced.

B. When the working force is to be reduced, employees in the effected job classification will be laid off in the following order: 1) temporary; 2) probationary; 3) part-time; 4) full-time. The employee with the least bargaining unit seniority in the classification affected shall be the first removed. The employee removed can then replace the employee with the least bargaining unit seniority in a lower pay grade job classification provided the employee is qualified to perform the work and has greater seniority than the person being bumped. An employee who is bumped retains his bumping rights. Employees may accept layoff rather than exercise their bumping rights. No regular full-time employee shall be laid off in any classification until all temporary, probationary, and part-time employees in the classification have been removed. Temporary and probationary employees have no recall rights. An employee on layoff has no transfer or bidding rights.

C. Upon recall from layoff, employees will be returned to work in reverse order from which they were laid off, if they are qualified to perform the work available. Refusal to accept recall to a job classification other than the employee's original job classification shall not cause a forfeiture of the employee's recall rights. Employees to be recalled shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the Employer's records.

Section 6, 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. Failure to report for work within five (5) working days after being notified to return following layoff when notice is given as provided in Section 5 above.
G. When continuous period of layoff exceeds one (1) year.
H. 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. An employee shall not be required to have exhausted all accrued casual days and sick leave benefits in order to be eligible to receive an unpaid leave of absence.

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, and premiums for insurance normally paid by the Employer will be paid by the employee during the entire approved leave of absence if the leave is thirty (30) days or longer, if the employee elects to continue coverage. Except, however, the Employer shall pay the cost of insurance coverage, whatever insurance coverage (either family or single) the employee had at the time of his/her work-related injury for an employee who is on leave of absence due to work-related injury or illness.

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.

Section 5: Employees on approved, unpaid leaves of absence of fifteen (15) days or longer will have the anniversary date adjusted by the total number of days that they are on approved leave.

Section 6: Federal Family and Medical Leave Act: An employee who has at least one (1) year of service, and has worked at least 1,250 hours in the last twelve (12) months, may request and be granted twelve (12) weeks of unpaid leave during any twelve (12) month period because of:

A. Birth of child.
B. Placement for adoption or foster child.
C. Care of child, spouse or parent with a serious health condition.
D. Employee's own serious health condition.

An employee who requests and is granted a leave of absence pursuant to the 1993 Federal Family and Medical Leave Act (hereinafter called FMLA) may use accrued paid leave (i.e. sick leave, vacation, compensatory time, personal leave) that the employee had accumulated prior to the start of the leave of absence. The employee shall designate in writing to the Employer the type and amount of paid leave to be used. The Employer may not designate leave taken pursuant to the

Agreement which was not requested under the FMLA as FMLA leave, except in the case of the personal FMLA illness of the employee the Employer may designate absences eligible for FMLA as FMLA and require the use of accumulated paid sick leave.

An employee who is on a paid FMLA leave absence shall continue to accrue seniority under the bargaining unit contract. An employee who is on an unpaid FMLA leave of absence shall be treated for seniority purposes as if the employee was on an Unpaid Leave of Absence under the bargaining unit contract. In addition to the twelve (12) weeks of FMLA leave, employees shall be eligible to receive a leave of absence pursuant to Article 6 of the collective bargaining agreement under the terms and conditions established by the Agreement.

During the twelve (12) week FMLA leave, the Employer shall continue coverage of all health, dental and life insurance benefits as if the employee was actively at work. Paid holidays occurring during a FMLA in which the employee has designated paid leave shall be treated as any other paid leave.

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, Probable Work Week: For all unit employees, the probable work week will be forty (40) hours.

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, Shifts Defined: The employee's work schedule will be posted by the Employer two (2) weeks in advance.

Section 5, Shift Differential: The Employer shall pay a shift differential of twenty cents ($.20) per hour for all hours worked during the second shift. A premium of twenty-five cents ($.25) shall be paid for all hours worked during the third shift. Employees in the Management Information Systems Department who work a broken shift will be paid the applicable shift differential by

computing the average between shifts. An employee shall be paid the appropriate shift differential for each shift that qualifies for shift differential payment as defined in this Article.

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 p ay-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 twenty (20) 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
FUNERAL LEAVE

Section 1, Eligibility: Each regular full-time employee shall, after ninety (90) days of continuous employment, be eligible for a paid leave of absence for a death in the immediate family. Immediate family shall be defined as parents, step-parents, parents of spouse, spouse, child, step-child, son-in-law, daughter-in-law, brother, sister, stepbrother, step-sister, brother-in-law, sister-in-law, grandparents and grandchildren.

Section 2, Length of Leave:

A. Spouse/Mother/Father/Child: 5 consecutive calendar days
B. Others: 3 consecutive calendar days

Section 3, Administration: Only days absent which would have been compensable work days will be paid. No funeral leave payment will be made during holidays, layoffs, or leaves of absence. A funeral leave absence shall be extended by one day for each holiday that occurs during the absence. Funeral leave during a vacation shall result in no vacation usage during the funeral leave. Payment will be made on the basis of the employee's normal work day's pay. Employees must attend the funeral in order to qualify for funeral leave pay. Funeral leave shall commence no later than the day after the death of the employee's relative, provided that the day of the funeral falls within that period.

Section 4, Pallbearers: Employees qualifying under this section may be granted a paid absence for service as a pallbearer. Employees, when released, will report to work within one (1) hour.

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	Thanksgiving Day
President's Day	Friday After Thanksgiving
Memorial Day	Christmas Day
Independence Day	*Floating Christmas Holiday or Christmas Eve
Labor Day	**The Employee's Birthday
Veteran's Day	

*To be designated by the Employer.

**With concurrence of the Employer, employees will be allowed to take the birthday holiday seven (7) calendar days before or after the actual birth date.

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 lay-off or leaves 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
TRANSFERS

Section 1, Permanent Transfers Within a Job Classification: The term transfer means the movement of an employee to the same classification in a different department or to a different classification with an equal pay grade in the same department. Request for transfer shall be submitted in writing by the employee to the Human Resources Director. The request by an employee shall be kept on file in the Human Resources Department for one (1) year. When a job vacancy occurs within the bargaining unit, the Employer shall provide the department a list of all employees who have requested a transfer. The most senior employee shall be granted the request unless the department head can provide just cause for denial of the employee's request. If an employee's request for transfer occurs after the County has posted the position under the bidding procedure, such posting shall be placed on hold after the three-day posting period. If the transferee does not receive the job, the hold will be removed and the bidding procedure continued.

An employee transferring to a different job assignment within a job 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 be oriented to the work related to the job assignment. If such employee fails to satisfactorily perform the job or the employee voluntarily elects to return to their former position within said period, he shall be returned to his former position without loss of seniority. A transferred employee, or an employee who transfers and voluntarily returns during a trial period may not more than once each six (6) months, request a transfer.

Section 2, Temporary Transfers Within Or Between Departments:

A. Temporary transfers within or between departments shall be filled by temporary assignment or by posting.

B. Consideration for temporary assignments will be based on qualifications, ability to perform the work, and seniority of employees within the department. An employee temporarily transferred to a higher classification for more than thirty (30) calendar days shall receive the pay rate applicable to that classification beginning the thirty-first (31st) calendar day. An employee transferred to a lower classification shall continue to receive his normal rate of pay. If the Employer rotates more than one employee into the position, and the total number of days the position has been filled by temporary assignment exceeds thirty (30) days, all employees working from the first day shall receive the higher rate.

C. The Employer may determine a position shall be filled by posting rather than temporary assignment. In such cases, the position shall be filled according to the bidding procedure outlined within the contract. Vacancies filled by this method shall be for periods not to exceed three (3) calendar months unless the department head in which the employee is permanently employed approves the extension of this period, not to exceed an additional three (3) calendar months. Upon the employee's completion of a temporary assignment, the employee shall be allowed to return to his original position without loss of benefits or seniority. Such transfer does not preclude an employee from bidding on vacancies. Employees who transfer to a higher classification by bidding shall receive the pay rate applicable to that classification from the first day of the position.

Section 3, Permanent Transfers: An employee permanently transferred to a different job classification will be paid the applicable hourly rate of his new job classification. Permanent transfers not requested by the employee shall not occur until the bidding procedure has been completed.

ARTICLE 13
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, effective July 1, 2006. By this reference said exhibit becomes a part of this Agreement, and is a three and one-fourth percent (3.25%) increase from fiscal year 2006.

ARTICLE 14
EVALUATIONS

The Human Resources Department shall develop and administer a performance evaluation instrument based upon appropriate job descriptions. Probationary employees shall be evaluated upon completion of the probationary period. Permanent employees shall be evaluated at least annually upon their bargaining unit seniority date. The result of the evaluation shall be discussed with the employee within thirty (30) calendar days of the employee's bargaining unit seniority date. The employees shall sign the evaluation form after discussion of its contents with the supervisor and the opportunity to write a rebuttal which may be attached to the evaluation form. Employees may grieve the results of a below-average evaluation if it results in the loss of a merit increase.

ARTICLE 15
INSURANCE

Section 1: Permanent full-time employees and dependents shall be provided the Employer's Preferred Provider group health and dental insurance after the initial 90 days of employment. Effective July 1, 2006, employees electing single coverage shall contribute Forty dollars ($40.00) and employees electing dependent coverage shall contribute One Hundred dollars ($100.00) toward the cost of the monthly premium rate. Where there are two (2) married employees employed by the county, they may take one (1) family plan or two (2) single plans. When two (2) single plans are taken, the employees will only be required to pay the monthly employee contribution for one (1) single plan. The Employer shall deduct the monthly contribution by dividing it as equally as possible between the employee's first and second paychecks of each month. Health insurance contributions shall be applied to the month in which they are made. The Employer shall have the exclusive right to select the carrier for such insurance. The Employer agrees to maintain group health insurance for each employee substantially equivalent to that in effect on the effective date of this Agreement. The Plan provisions are:

Preferred Provider Plan

Deductible	$500 Single $1,000 Family
Co-Payment	$15 (per P.P.O. Office Visit)
Co-Insurance	85%-15%
Prescription Drugs (no deductible) (preferred pharmacy)	20% Generic with $20 max. per fill 30% Formulary with $40 max. per fill 40% Non-formulary with $80 max. per fill
90-Day Mail Order Prescription	$10 Generic $30 Formulary $60 Non-Formulary

Out-of-Pocket Maximum	$750 Single $1,500 Aggregate Family
Lifetime Benefit Maximum	$1,000,000

Non-Network Provider Provisions*

Deductible	$1,000 Single $2,000 Family
Co-Insurance	60%-40%
Prescriptions Non-Preferred Pharmacy	No coverage except in case of emergency. If emergency, will cover per PPO rates
Out-of-Pocket Maximum	$1500 Single $3000 Family

*The Non-network Provider Provisions become effective when an employee elects to utilize a care provider who is not a network provider participant.

The Plan also includes the following provisions:

-Pre-admission certification
-Common Occurrence Deductible: When more than one family member is involved in the same accident, only one per member deductible need be satisfied
-Normal newborn care
-Well baby care to twenty-four months
-One routine physical per member calendar year
-Dependent child coverage to age nineteen (19) or to age twenty-five (25) if a full-time college student

Section 2: The Employer will provide ten thousand dollars ($10,000) life insurance coverage for each permanent full-time employee.

Section 3: The Employer agrees to provide a dental insurance plan for each employee and dependent. The Employer shall maintain the exclusive right to select the carrier for such insurance without substantial reduction or substantial change in benefits.

Dental Insurance Provisions:

A. Check-ups and Teeth Cleaning
B. Cavity Repair and Tooth Extraction
C. High-Cost Fillings, Root Canals, Gums, and Bone Diseases (Non-Surgical)
D. Dentures and Bridges
E. Teeth Straightening for dependent children to age 19
F. Gum and Bone Disease (Surgical)

Dental Insurance Deductibles and Maximum Coverage: The deductible is $25 per member, $75 maximum deductible per family per calendar year. After the deductible has been reached, the employee pays twenty percent (20%), and the insurance company pays eighty percent (80%) on provisions described A, B, and C of Section 3, and the employee pays fifty percent (50%), and the insurance company pays fifty percent (50%) on provisions described D, E, and F of Section 3.

Maximum coverage per eligible member per calendar year is $750. Lifetime maximum coverage on provision E is $750.

Section 4, Pro-Rated Insurance for Part-Time Employees: During the first anniversary year of employment, a part-time employee is not eligible for health insurance. However, following their first anniversary, a part-time employee will be eligible for pro-rated single health insurance. The employee payment is based upon the employee having completed at least twelve hundred (1,200) hours of work in the previous year. The following are examples of how an employee can earn single health insurance coverage:

Applicable Anniversary Year	Pro-Rated Percentage
800 Straight -Time Hours Worked / 2,080	None
1,200 Straight -Time Hours Worked / 2,080	58%
1,600 Straight -Time Hours Worked / 2,080	77%

An employee who works at least eighteen hundred (1,800) straight-time hours in an anniversary year shall be entitled to one hundred percent (100%) county-paid single insurance coverage.

Section 5, 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 16
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 17
PAY PERIOD AND PAY DAY

The Employer shall issue payroll warrants on a bi-weekly basis. Warrants shall be issued on the Friday first following the end of the pay period. The Country View Nursing Facility will distribute warrants between 7:00 a.m. and 3:00 p.m. Off-duty employees may also pick up their warrants between 8:30 a.m. and 9:30 a.m.

ARTICLE 18
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.

Years of Service	Bi-Weekly Accrual
1 year	1.54 hours
2-4 years	3.08 hours
5-12 years	4.62 hours
13-19 years	6.16 hours
20+ years	7.70 hours

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 two (2) hours.

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 19
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 20
EFFECT OF JOB CLASSIFICATION CHANGES

Job classifications for unit employees are set forth in Exhibit A and are by this reference made a part hereof. A change in employee classification will affect pay status as follows:

Section 1, Transfers: When an employee is transferred from one class to another with a common pay range, he shall continue to receive the same pay rate.

Section 2, Promotions: When an employee is promoted from one class to another having a higher pay range, he shall receive an increase of not less than one pay step. If an employee's current rate of pay is below the minimum established for the higher class, his pay shall be increased to the minimum rate of the higher class. If the employee's current rate of pay falls within the range of the higher class, his pay shall be adjusted to the next higher step in the range for the higher class which is at least equal to one increment above his current pay rate.

Section 3, Demotions: When an employee is demoted for cause from one class to another having a lower pay range, he shall be placed in a step within the lower range which provides for a reduction in pay of at least one pay step. When an employee is demoted for administrative purposes through no fault of his own, his pay shall be reduced to the maximum rate in the lower pay range, or he shall continue at his current rate of pay, whichever is lower.

Section 4, Layoff: When an employee following layoff is re-employed in the same class from which he was laid off, he shall be placed in the same pay step that he occupied at the time of layoff. When the employee is re-employed in a class having a lower pay range, his rate of pay shall be the

same as that which he received at the time of layoff, provided that the pay range is within the range of the lower class; otherwise his rate of pay shall be reduced to the maximum of the pay range of the lower class.

ARTICLE 21
DUES CHECK-OFF AND INDEMNIFICATION

Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing at any time, the Employer agrees to deduct one-half of the regular monthly union dues of such employee from each of his/her first and second paychecks of each month and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deduction. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. The monthly dues remittance shall be accompanied by a list indicating the name, current address, hourly rate of pay, and amount of dues deducted from each employee for whom dues have been withheld noting any additions or deletions from the previous month with a notation as to the reason for the deletion.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 22
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 23
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 Leave or Lay-off: An employee who receives no wages during a pay period shall not receive longevity pay for the pay period.

ARTICLE 24
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 "average" or higher 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 25
DURATION OF AGREEMENT

This Agreement shall be effective from July 1, 2006, and shall continue to remain in full force and effect until its expiration date on June 30, 2007.

SIGNED THIS 6th day of June, 2006.

EMPLOYER:

BLACK HAWK COUNTY, IOWA

Scott Jordan, Chair
Board of Supervisors

June Watkins
Human Resources Director

Gary L. Ray
County Chief Negotiator

UNION:

PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES, Local Union 2003, IBPAT

Joe Rasmussen, Business Agent

Employee Representative

Employee Representative

Employee Representative

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 shall not be a bid or transfer position, but 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 6th day of June, 2006.

BLACK HAWK COUNTY, IOWA

June Watkins

June Watkins
Human Resources Director

PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES, Local Union 2003, IBPAT

Joe Rasmussen

Joe Rasmussen, Business Agent

Exhibit "A"

JOB CLASSIFICATIONS BY PAY GRADE

GS-2	Mail Clerk Specialist (formerly Clerk II)
GS-6	Office Associate (formerly Clerk-Typist III)
GS-7	Account Technician (formerly Account Clerk I and Account Clerk/Cashier) Microfilm Technician
GS-8	Office Specialist (formerly Clerk III and Clerk-Typist III) Medical Records Clerk
GS-9	Account Specialist (formerly Account Clerk II) Clerk-Stenographer
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
GS-14	Network Technician

EXHIBIT "B"

UNIT I CLERICAL: SALARY SCHEDULE

July 1, 2006 - June 30, 2007

FY07

3.25%

Pay Grade	1	2	3	4	5	6
001/GS-1	$8.29	$8.72	$9.17	$9.63	$10.12	$10.63
002/GS-2	$8.72	$9.17	$9.63	$10.12	$10.63	$11.16
003/GS-3	$9.17	$9.63	$10.12	$10.63	$11.16	$11.73
004/GS-4	$9.63	$10.12	$10.63	$11.16	$11.73	$12.31
005/GS-5	$10.12	$10.63	$11.16	$11.73	$12.31	$12.94
006/GS-6	$10.63	$11.16	$11.73	$12.31	$12.94	$13.59
007/GS-7	$11.16	$11.73	$12.31	$12.94	$13.59	$14.28
008/GS-8	$11.73	$12.31	$12.94	$13.59	$14.28	$15.00
009/GS-9	$12.31	$12.94	$13.59	$14.28	$15.00	$15.76
010/GS-10	$12.94	$13.59	$14.28	$15.00	$15.76	$16.54
011/GS-11	$13.59	$14.28	$15.00	$15.76	$16.54	$17.37
012/GS-12	$14.28	$15.00	$15.76	$16.54	$17.37	$18.24
013/GS-13	$15.00	$15.76	$16.54	$17.37	$18.24	$19.17
014/GS-14	$15.76	$16.54	$17.37	$18.24	$19.17	$20.12
015/GS-15	$16.54	$17.37	$18.24	$19.17	$20.12	$21.14