JOHNSON CO. / AFSCME #183 (AMBULANCE) 06-07

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PUBLIC EMPLOYMENT
RELATIONS BOARD

2006-2007

NEGOTIATED AGREEMENT

JOHNSON COUNTY BOARD OF SUPERVISORS

AND

LOCAL 183 AFSCME

AMBULANCE DEPARTMENT EMPLOYEES

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ARTICLE 1

Recognition

1.1 The employer recognizes the union as sole and exclusive bargaining representative for employees of the Johnson County Emergency Ambulance Service, excluding all other employees of Johnson County, the ambulance service director, and all employees excluded by Section 4 of the Iowa Public Employment Labor Relations Act.

The Employer, the Union and the employees further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this agreement and to assure the effective and efficient operation of the Johnson County Ambulance Department.

ARTICLE 2

Checkoff

2.1 The Employer agrees to deduct the Union membership initiation fee, assessments, union insurance, union group benefit plans, and once each month, dues, from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the treasurer by the 30th of the current month, after such deductions are made.

2.2 Authorization for Payroll Deduction

By _____
Last Name First Name Middle Name

To _____
Employer Department

Effective _____
Date

I hereby request and authorize you to deduct from my earnings Union membership initiation fee, assessments, union insurance, union group benefit plans, and once each month, an amount established by the Union as monthly dues. The amount deducted shall be paid to the treasurer of the Union.

ARTICLE 3

Hours of work/Employee terminology/ Part-time benefits/ Holiday pay and sick leave for clerks

3.1 Work week

A. The normal work week for full-time employees will be 40 hours in the week starting Monday and ending the following Monday.

B. This article is intended to set forth the normal work week, but shall not be construed as a guarantee of any amount of work per day or per week, or as a limitation of hours of work per day or per week.

3.2 Work schedule

A. Work schedules are defined as an employee's assigned hours, days of the week, days off, and shift rotations. The employer shall provide 30 calendar days notice to the union and the affected employees prior to making permanent changes in work schedules. Temporary work schedule changes shall not be made for the purpose of avoiding overtime except for work-related court appearances and depositions.

B. Employees may move from shift to shift, pursuant to Article V, when openings occur. The employer cannot move employees to a different shift except on a temporary basis in accord with Section 5.6(C).

3.3 Work shift

The normal hours of work for each shift shall be consecutive. Employees shall be granted equal scheduled time off for equal scheduled hours worked.

3.4 Definition of full-time and part-time employees

A. A full-time employee works the normal work week set forth in Section 3.1(A).

B. A part-time employee works less than the normal work week set forth in Section 3.1(A).

C. Part-time employees who work an average of 40 hours per week in a 6-month period defined below will receive holiday, sick leave and vacation benefits in the same ratio as full-time employees, but they will be paid out in a lump sum format on or about January 1 and July 1, instead of accruing the benefits for usage. (i.e. a part-time employee who averages 40 hours in their second to fourth year of employment, for 60 hours if in their fifth through ninth year of employment , and for 80 hours if employed for ten or more years; and paid for sick leave for 27 hours at their current rate of pay).

3.5 Part-time employee benefits

A. Holidays/Vacation/Sick leave

1. Eligibility

a) On July 1 and January 1 in each contract year the director shall post a list of all part-time employees currently in the bargaining unit and the average number of hours each worked per week during the prior 6 months. The average number of hours will be the result of dividing the total number of hours in the 12 highest paid pay periods worked during the prior 6 months divided by 24.

b) A part-time employee whose average number of hours worked, calculated pursuant to Section 3.5(A)(1)(a), is fewer than 20 is not eligible for benefits.

c) A part-time employee whose average number of hours worked, calculated pursuant to Section 3.5(A)(1)(a), is 20 or more is eligible for holiday, vacation and sick leave benefits as set forth in 3.5(A)(2).

2. Part-time holiday, vacation and sick leave benefits

a) Holidays

During the 6 calendar months after the part-time employee becomes eligible, the part-time employee shall receive 6 hours holiday pay for each holiday. These hours shall not count as hours worked for purposes of computing overtime. In addition to holiday pay, for any hours worked on such holiday the employee shall be paid 2 times his regular rate of pay. Holidays shall include:

President's Day (Date observed by county)	Friday after Thanksgiving
Memorial Day (Date observed by county)	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
Veterans Day (Date observed by county)	New Year's Day
Thanksgiving	

Part-time employees shall not receive a personal day.

b) Vacations

Employees will be deemed to have immediately accrued half the vacation they would have accrued had they been full-time employees during the prior 6 months, based on their seniority status during the prior 6 months, but must accept, in lieu of paid time off as vacation, cash payment equivalent to the number of hours of accrued vacation times the employee's corresponding regular rate(s) of pay during the prior 6 months as set forth in the Appendixes.

c) Sick leave

Employees will be deemed to have immediately accrued half the sick leave they would have accrued had they been full-time employees during the prior 6 months to a maximum of 54 hours), but must accept, in lieu of paid sick leave, cash payment equivalent to one fourth of those hours times the employee's current regular rate of pay as set forth in the Appendixes.

B. Insurance

1. Eligibility

a) On May 1 in each contract year the director shall post a list of all part-time employees in the bargaining unit and the average number of hours each worked per week during the prior 12 months. That average number will be the result of dividing the total number of hours worked during the prior 12 months by the number of weeks in the prior 12 months, including fractions (to the nearest hundredth decimal) of weeks.

b) A part-time employee whose average number of hours worked, calculated pursuant to Section 3.5(B)(1)(a), is fewer than 20 is not eligible for health, dental, life or disability insurance benefits.

c) A part-time employee whose average number of hours worked, calculated pursuant to Section 3.5(B)(1)(a), is 20 or more, is eligible for insurance as set forth in Section 3.5(B)(2).

2. The eligible part-time employee may receive health, dental and life insurance on the same terms governing provision of such insurance to full-time county employees, except that the part-time employee must pay, in addition to any premium paid by the employee, 50 percent of any premium paid by the county under terms governing provision to full-time employees.

a) The notice posted pursuant to Section 3.5(B)(1)(a) shall advise eligible employees how to initiate insurance coverage.

C. The director shall not assign part-time hours to prevent any part-time employee from becoming eligible for benefits.

3.6 Holiday pay and sick leave accrual for clerks

Holiday pay:	8 hours pay for each holiday
Sick leave accrual:	See Article 8.

ARTICLE 4

Grievance procedure/ Discipline and discharge

4.1 Definition

A grievance shall be defined as a dispute an employee may have with the Employer involving the interpretation or application of a specific term or provision of this agreement.

4.2 Policy

A. All levels of agency supervisory or staff personnel shall be directed to consider grievances and complaints as a first order of business. The maximum time limit set forth in the various steps should not be used where there is an immediate safety hazard or if circumstances will permit a more prompt processing of the grievances or complaint.

B. Any employee may file a grievance except in cases of discipline or discharge of new employees during their 6 - month probationary status. No grievance shall jeopardize the grievant's position, opportunities for advancement or wage increase.

C. All grievances and complaints shall be discussed with the Employer on County time. Employees are encouraged, but not required, to discuss a problem or complaint with their immediate supervisor.

D. An extension of the time limits specified in the grievance procedure may be made when mutually agreed upon in writing.

E. Nothing in this section shall be construed to limit the rights of bargaining unit employees under the Iowa Public Employment Relations Act.

4.3 Minimum procedural requirements

A. The Union steward shall be allowed to process and/or discuss a grievance during regular working hours, receiving his/her normal pay, upon receiving the permission of his/her supervisor, and such permission shall not be unreasonably withheld.

B. The grievant shall be allowed to discuss his/her grievance with the Union steward without loss of pay during working hours, upon receiving the permission of his/her immediate supervisor, and such permission shall not be unreasonably withheld.

C. The employee or employees involved in the proceeding will cooperate with the supervisors so there will be a minimum of interference with the normal operation of the agency's work.

D. By the mutual written agreement of the parties, separate grievances may be consolidated. If practical, such consolidation will take place by Step 4 of the procedure.

4.4 Grievance steps

A grievant has the right to be represented by the Union. However, if an employee chooses to invoke their grievance procedure without representation from the Union, the Union steward shall have the right to be present at each step, and no grievance settlement shall conflict with the terms of this Agreement.

All grievances must be presented promptly and no later than 21 calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance; however, under no circumstances shall a grievance be considered timely after 6 months from the date of occurrence.

Step 1:

The grievant may, with Union representation if desired, file a grievance in writing to the supervisor containing the alleged contract violation and the requested remedy. Within 10 calendar days of the written grievance, the supervisor shall answer the grievance, in writing, to the grievant and the Union.

Step 2:

If the grievant is not satisfied with the decision of the supervisor the grievant may, with Union representation if desired, within 10 calendar days of the written notification of the Supervisor, file an appeal in writing to the Board of Supervisors' designated representative. It shall contain all the pertinent matters which were brought forth in the first step. The Board's designated representative shall meet with the grievant, and his/her Union representative if desired, within 10 calendar days of the receipt of the appeal to discuss all pertinent matters. The Board's designated representative's final decision on the grievance will be presented in writing to the grievant and his/her Union representative within 10 calendar days after the close of the meeting.

Step 3:

If the grievant is not satisfied with the decision of the Board of Supervisors, designated representative the grievant may, with Union representation if desired, within 10 calendar days of the written notification of the Board of Supervisors' designated representative follow one, and only one, of the following procedures:

A. Send a written notice to the Board of Supervisors' designated representative and follow the procedures in Step 4(B) (Arbitration).

B. File an appeal in writing to the Board of Supervisors which shall contain all pertinent matters which were brought forth in the first 3 steps. The Board of Supervisors shall set a hearing for its next regular meeting after receipt of written notification of appeal. The Board of Supervisors' decision shall be presented in writing to the grievant, the Union, and the supervisor within 10 calendar days of the hearing.

Step 4: Arbitration

A. If the disposition of the grievance in Step 3(B) is not satisfactory to the grievant, the grievant may, by sending a written notice to the Board of Supervisors' designated representative within 10 calendar days after the response of the Board of Supervisors, request arbitration.

B. The parties shall within 10 calendar days after notice of request for arbitration, attempt to select an arbitrator by mutual agreement. If the parties fail to select an arbitrator, the PERB shall be requested by either or both parties to provide a panel of 5 arbitrators. Both parties shall have the right to strike names from the panel. The parties shall meet and by the flip of a coin determine which party shall strike the first name from the list; the other party shall then strike one name; the process shall be repeated, and the remaining person shall be the arbitrator. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within 30 calendar days after the conclusion of the testimony and argument.

Expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator. The singular employee shall also be interpreted to mean employees where such would be applicable.

4.5 Time limits

Failure by an employee to comply with any time limitation shall constitute a withdrawal of the grievance.

Failure of the Employer to comply with any time limitations shall automatically move the grievance to the next step in the grievance procedure.

4.6 Form and content of written appeal notification

A. The appeal shall be in writing.

B. The appeal shall contain specific information as to the section of the Agreement claimed violated, the time and place of the alleged complaint or grievance, notation of procedures followed, and corrective action desired.

C. All germane information brought out in the hearings may be added to and shall become a part of the appeal.

4.7 The hearing

A. All hearings shall be held in an informal manner. Witnesses may be called by either party and questioned by both parties. Documents and written statements which are material shall be considered, but shall not be limited by rules of evidence.

B. The aggrieved employee shall be notified far enough in advance of any hearing so that he/she can make arrangements to attend the hearing.

C. The aggrieved employee and all witnesses, who are classified county employees, shall be allowed time off with pay to attend the hearings. But witnesses shall not be cumulative and shall be controlled as to numbers as not to affect the service of the agency. Statements of witnesses may be taken in lieu of appearances or stipulation made thereto.

D. No classified employee may be coerced by his/her supervisor or the County into not proceeding with a grievance or appearing as a witness at a hearing. Such action by the supervisor or County shall be considered as a basis for a grievance.

4.8 Authority of arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the Employer and the Union and shall have no authority to make his/her decision on any other issue not so submitted to him/her.

The Arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his/her decision within 30 calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. All awards of back pay shall be limited to the amount of wages the employees would have earned from his/her employment with the Employer, less any other compensation for personal services that he/she has received from any other source during said period.

No decision of an arbitrator or of the County in any grievance case shall create the basis for retroactive adjustment, except of awards of back pay as described above, or other adjustment in any other case.

No arbitrator shall decide more than one grievance on the same hearing or series of hearings, except by mutual agreement between the parties.

4.9 Discipline and discharge

The parties recognize the authority of the Employer to suspend, discharge, demote or take other appropriate disciplinary action against employees for just cause. An employee who alleges that such action was not based on just cause, may appeal a suspension, discharge, or demotion taken by the Employer beginning with the second step of the grievance procedure. Written or oral reprimands shall begin with the first step of the grievance procedure.

Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure. The Employer shall not discipline an employee without just cause, recognizing and considering progressive discipline where applicable.

The Union shall receive written notice of any disciplinary action or measure imposed upon an employee within 3 working days of the time such action is taken.

All disciplinary actions must be imposed promptly and no later than 14 calendar days from the date the Employer first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause for disciplinary action; however, under no circumstances shall a disciplinary action be imposed after 6 months from the date of occurrence.

ARTICLE 5

Seniority

5.1 Definition

Seniority means an employee's length of continuous service, including any probation period, with the employer since last date of hire.

5.2 Probation

New employees shall remain on probation for 6 months after their date of hire.

5.3 Seniority lists

Every 6 months, or whenever an update is necessary because of a change in personnel, the director shall post on the departmental bulletin board a seniority list showing the continuous service of each employee.

5.4 Breaks in continuous service

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement, or for failing to return to work at the end of any leave of absence or its extension. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

5.5 Part-time service

Part-time service by any employee shall be included in the employee's length of continuous service on a pro-rata basis, based upon the number of hours worked by that employee.

5.6 Work force changes

A. Definitions:

1) A regular position is one determined by the employer to be ongoing in nature, of a duration in excess of four months.

2) A temporary position is one determined by the employer to end at a definite time. Temporary employees hired for four months or less are not members of the bargaining unit.

3) Employees in both regular and temporary positions can work full-time or part-time.

B. Posting new regular positions or vacancies in existing regular positions:

1) Posting

No newly created regular position or permanent vacancy in an existing regular position in the bargaining unit shall be filled until notice of the new position or vacancy has been posted for 14 calendar days. The notice shall state the specific shift to which the position is currently assigned, and have attached to it the job description.

2) Bidding

Applications for a posted position must be submitted in writing to the director by the end of the posting period. The director shall offer the position within 14 calendar days to the most senior qualified applicant from within the bargaining unit. If a Clerk I or EMT-B successfully bids for a paramedic classification the director may return the bidder to the previous classification during orientation or within 520 hours thereafter, if the director determines the employee's performance as a paramedic is unsatisfactory. The director's determination may be grieved. A bidder returned to a previous classification may not bid for a paramedic classification again for six months after the return.

C. Filling temporary vacancies in regular positions, new temporary positions or vacancies in existing temporary Positions:

1) The director may fill temporary vacancies in regular positions, new temporary positions or vacancies in existing temporary positions in the bargaining unit either by new hire, open hour distribution or posting for 7 calendar days. However, no employee may be temporarily assigned more than twice in a calendar year, unless the employee agrees; and a temporarily assigned employee shall be paid the wage rate established for the assigned position, or the employee's regular rate of pay, whichever is greater. It is the intent of the director to fill job vacancies by means other than temporary assignment except in cases of emergency, and notice will be given to the assigned employee as soon as possible.

2) Absent employee agreement to the contrary, employees with 3 or more years seniority may be temporarily assigned to a different shift for no more than 6 months per year. Other employees may be permanently assigned to a different shift.

D. Reductions in work force

Reductions in the work force for any reason, shall be as follows:

1) Temporary and part-time employees shall be laid off first.

2) Full-time employees shall be laid off in inverse order of seniority, but only after notice of at least 90 days.

Every effort will be made to place employees so laid off in another county department.

E. Recall

Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on layoff status have had 10 calendar days notice to return.

It shall be the duty of the employee so laid off to keep the director notified of a current address and phone number for the purposes of notification of recall.

5.7 Definition of qualified

Whenever the word "qualified" appears within this Article, the director shall determine who is in the qualified pool of applicants, to which seniority is to be applied, according to the following criteria:

A. The applicant's documented ability to perform an assigned job function;

B. Whether the applicant has the minimum qualifications set forth in the job description of the job sought; and

C. The applicant's job evaluations and disciplinary record or lack thereof; and

D. Whether the applicant passed any examination which was administered to all applicants and, prior to administration, had been agreed to by the Labor-Management Committee.

ARTICLE 6

Holidays

6.1 Holidays recognized and observed

President's Day (Date observed by county)	Friday after Thanksgiving
Memorial Day (Date observed by county)	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
Veterans Day (Date observed by county)	New Year's Day
Thanksgiving	One personal holiday

6.2 Holidays worked

If an employee works on any of the holidays listed above, he/she shall be paid the following premium -- double time for all hours worked on the holiday, in addition to their holiday pay.

6.3 Holiday pay

Eligible employees shall receive 12 hours pay for each of the holidays. The personal holiday shall be equal to one regular work shift not to exceed 16 hours. *Holiday hours not worked* shall not count as hours worked. But personal day hours shall count as hours worked.

ARTICLE 7

Wages and longevity

7.1 Wage schedule

Effective July 1, 2006 and January 1, 2007 all employees shall be paid as indicated in Appendix A-1 and A-2 of this contract and receive automatic step increases in accord with their eligibility date.

7.2 New positions

If any position not listed on the wage schedule is established within the bargaining unit, the director may designate a job classification and pay schedule for the new position. If the union does not agree that the classification and pay schedule are appropriate, the union shall have the right to submit the issue as a grievance in accordance with the regular grievance procedure.

7.3 Pay period

The salaries of employees shall be paid on the regular pay day of the county.

7.4 Longevity

An employee who has received four (4) year step pay for one year shall receive, in addition to the employee's regular rate of pay, 3 cents per hour for each completed year of service (beyond 4 years) prior to July 1, 1985, and 5 cents per hour for each completed year of service (beyond 4 years) after July 1, 1985. Longevity pay will be incorporated into the employee's regular rate of pay.

The change in language of this longevity pay clause effective with the 1988-90 contract intends only to conform the contract to the past practice regarding longevity pay, and shall not result in a reduction of any employee's longevity pay.

7.5 Leadworker pay

An employee who is assigned and accepts leadworker responsibilities shall receive 75 cents per hour over the employee's current rate of pay for all hours worked as leadworker. The leadworker shall be the most senior full-time person working when a supervisor is not working; if there is no full-time person working the leadworker shall be the most senior part-time person working when a supervisor is not working.

7.6 Meetings

Employees will be paid, at the appropriate rate of pay, a minimum of one hour when required to attend any meeting.

7.7 Training and conferences

Effective each July 1st, the County shall provide at least the following minimum amounts for individual employee training budgets:

Full-time paramedic employees - $400 budget for each employee
Part-time paramedic employees - $200 budget for each employee
EMT-B employees - $75

ARTICLE 8

Sick leave

8.1 Eligibility

Employees too sick or injured to work due to illness or injury shall receive sick leave with pay. The employee may charge doctor's appointments or other health maintenance needs on a partial day basis to accumulated sick leave, or may use trading time. The director shall be notified in writing as soon as reasonably possible after the appointment is made, except in emergency or where trading time is available.

Employees shall be eligible for sick leave after 30 days full-time service, but shall begin to accrue sick leave from their date of hire. Sick leave shall not accrue while an employee is on unpaid leave of absence or is receiving worker's compensation. Full-time employees with 20 or more years of service choosing to reduce hours to part-time status will have their sick leave accruals cashed out 4:1 or be placed in a frozen bank which will become available if the employee returns to full-time status. Full-time employees with less than 20 years of service choosing to reduce hours to part-time status will have their sick leave accruals placed in a frozen bank which will become available if the employee returns to full-time status.

The employer may investigate suspected cases of abuse of sick leave.

8.2 Accrual/Family sick leave

A. Sick leave accrues for full-time employees at the rate of 18 hours per month, to a maximum of 1,320 hours.

B. Sick leave may be used for illness of a spouse, child, parent, or other permanent member of the immediate household.

C. Sick leave used under Section 8.2(B) shall be limited to a maximum of 96 hours per year unless the director approves more.

D. All sick leave in an employee's account at the time of this agreement will remain in this account and will not be affected by Section 8.2(A).

8.3 Medical statement

An employee who received sick leave on the employee's last shift may be required to produce a doctor's statement in order to receive sick leave on the employee's next shift. The doctor's statement may be required by the director to state that:

A. the employee's illness or injury requires time off work; and/or

B. the employee is fit to return to work.

The director may designate the doctor from whom the statement is to be obtained. The county must pay the cost of obtaining the statement.

8.4 Notification

An employee shall notify the supervisor on duty as soon as reasonably possible or prior to any shift the employee will miss due to illness or injury. Unless such notification is given, the absence will not be charged to sick leave, but will be considered a leave of absence without pay. Unusual circumstances will be evaluated and may result in charging the absence to sick leave. An employee who becomes sick at work will notify the supervisor on duty and the employee must have permission of that supervisor to leave; such permission shall not be unreasonably withheld.

8.5 Sick leave conversion procedure

A. Employees who have accumulated 720 hours of sick leave may convert additionally accrued sick leave to vacation at the rate of one hour vacation for every four hours of sick leave accrued. This conversion right exists only so long as 720 hours sick leave is maintained, but employees who have converted sick leave to vacation pursuant to this section will retain that vacation even though their accumulated sick leave falls below 720 hours. Use of vacation converted from sick leave will be governed by the rules governing use of regular vacation.

B. Conversion of sick leave to vacation shall be accomplished only in writing.

All sick leave presently in an employee's account at the time of this agreement will remain in this account and will not be affected by the above paragraph.

It is up to the employee whether or not to elect to convert sick leave to annual leave. However, the

employee who chooses to convert must make an election (in writing) to automatically exchange sick leave for vacation each month he or she is eligible. The employee's election will remain in effect until the employee notifies his or her supervisor or payroll in writing to terminate his or her original election.

Employees shall receive 25 percent of their accumulated sick leave after 20 years of continuous employment when they terminate or retire.

8.6 Co-Worker Aid Fund

A. Purpose

An employee may voluntarily donate vacation to a co-worker in the same bargaining unit whose sick leave is exhausted due to personal illness or an illness in the co-worker's immediate family. Donations of vacation may not be made for use by a co-worker for funerals or pallbearer service. Donations must come from vacation currently available for use by the employee. In any calendar year the maximum vacation an employee can donate to the Co-Worker Aid Fund is half the employee's annual vacation accrual.

B. Procedure
The procedure and conditions for such donations are:

1. The co-worker must have been on leave due to personal illness or illness in the co-workers immediate family at least two consecutive weeks and exhausted their own accrued sick leave.

2. The co-worker must use the donated vacation within 30 working days of the effective date of the donation. Thereafter, unless the co-worker's leave is extended beyond that 30 working day period, any unused portion of donated vacation will be returned to employees who donated in the reverse order in which it was donated with the most recent donation being first returned.

3. Donated vacation will be accounted for by the hour, regardless of pay rates. Donated vacation will be paid at the wage rate of the employee who uses it. In no case shall a co-worker receive more in compensation than the co-worker would have earned while actively at work.

4. The employee making the donation must notify the department head in writing specifying the co-worker, the amount of vacation to be donated, and the date and time of day of the donation. The donation is effective when the department head verifies the donation meets the conditions of Section 8.6. The employee may not retract the donation. If the department head determines that previous donations would provide the co-worker with enough compensated hours for the next 30 working days, then the department head shall not accept additional donations. The department head's determination as to whether the donation is accepted or effective may not be grieved.

5. The Employer's obligation is limited to accounting for donated vacation of which the department head has written notice. Under no circumstances is the Employer required to solicit or encourage donations nor may any employees coerce or pressure other employees to donate vacation time.

ARTICLE 9

Leaves of Absence

9.1 Application for leave

Any request for a leave of absence shall be submitted in writing by the employee to the Director or Assistant Director, except where otherwise stated. The request shall state the reason the leave of absence is being requested and approximate length of time of the leave.

Authorization for a leave of absence, if granted, shall be furnished to the employee by the Director or Assistant Director, and it shall be in writing, except where otherwise stated.

In the case of paid leaves the request shall be made as soon as the request becomes known to the employee and shall be answered within 48 hours, except where otherwise stated.

In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested; however, if an employee is returning from an educational leave during which the employee has acquired the qualifications for a higher rated classification the employee shall be returned to the higher rated classification under the following conditions:

A. The position became or remained open during the employee's leave and it is still open at the time the employee returns from leave; and

B. The employee requests assignment to the higher rated position within 10 days after returning from an educational leave, and the Director shall fill the position according to the provisions of the Article 5, Seniority.

9.2 Paid leaves

A. Family death

In case of death in the immediate family of a full-time employee, the employee shall be granted 5 calendar days up to a maximum of 2 scheduled work shifts leave of absence to make household adjustments, or arrange, or attend funeral services. "Immediate family" is defined as spouse, children, domestic partner, mother, father, mother-in-law, father-in-law, sister, brother, grandparent, grandchildren, aunt, uncle, niece, or nephew. A request for such leave shall be given to the director or designee and shall be answered verbally upon request, and in writing within 24 hours.

Only days absent which would have been compensable work days will be paid. No payment will be made during holidays, layoffs, or leaves of absence other than what would have been paid absent the funeral leave.

B. Jury duty

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. Employees shall return to the Employer pay received as juror, excluding mileage. Any employee summoned for jury duty, but not selected to serve on the jury, who is discharged by noon shall return to work.

C. Witness duty

Employees subpoenaed to appear before a court or other public body on any matter not related to their work in which they are not a party shall be granted a paid leave of absence for the period required to respond to the subpoena.

Employees shall be paid the full amount of their regular rate of pay and reimburse any witness fee to the Employer, excluding mileage.

Any time spent by an employee subpoenaed to appear before a court or other public body as a result of their work shall be considered hours worked and be paid at the appropriate rate.

D. Maternity/paternity Leave

Employees will utilize earned sick leave for medically related disabilities (as verified by the employee's Physician) resulting from pregnancy and childbirth. In the event the employee exhausts her accumulated sick leave, earned vacation, personal or compensatory time may be utilized.

In addition, if an employee's sick leave has been exhausted or if an employee desires additional time off, the employee, at her written request, shall be granted a paid or unpaid leave of absence. Employees may utilize earned vacation, personal days or compensatory time during this period. The total period of leave, whether paid or unpaid, shall not exceed six (6) months from the date of delivery.

Paternity leave shall be given to any employee during the period of hospitalization of the spouse for birth and for no more than 5 days thereafter, to be taken from accumulated sick leave.

All requests for maternity/paternity leave shall be submitted to the Director in writing not less than 2 weeks before the time of leave. The Director shall answer the request in writing within one week of the time of the request.

E. Conference Attending

Payment of costs for attending conferences and educational leave shall be pursuant to the rules established by the Labor Management Committee.

9.3 Unpaid leaves

A. Eligibility requirements

Employees shall be eligible for unpaid leaves of absence, after their probationary period.

In the event an employee fails to return to work at the end of any such leave, or its extension, the employee shall be deemed to have voluntarily resigned or, if applicable, voluntarily retired on the last day of work prior to such leave. During a leave of absence without pay for more than one month, the employee:

1. Must pay any insurance premiums falling due during any month the employee is not on the payroll if coverage is desired.

2. Shall not receive any other accruals or job benefits during the period of absence.

3. Shall not earn sick, vacation, or other forms of leave with pay.

B. Reasonable purpose

Leave of absence for a limited period shall be granted for any reasonable purpose which, in the judgment of the Director, fulfills one or more of the following criteria:

1 Required by law.

2. Increases the ability of employee to fill his/her job functions.

3. Is likely to benefit residents of the county by increasing knowledge, skill, techniques, efficiency, or ability within the department.

4. Increases the likelihood of harmonious relations.

5. Enhances the employee's health, welfare, or career advancement.

Leaves shall be extended or renewed by the same criteria. Applications for leaves or extensions or renewals of leaves shall not be unreasonably refused by the Director and are subject to the Grievance Procedure. Under no circumstances may a leave of absence exceed one year.

C. Union business

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer, shall be granted a leave under Section 9.3(3). A leave of absence shall not exceed one year, but may be renewed under the same section.

Request for leaves of absence for Union business must be submitted in writing to the Director not less than one month before the time of the leave. The Director shall respond to the request in writing not less than two weeks before the time of the leave.

D. Education

After completing one year of service, any employee shall be granted a leave of absence for educational purposes. The period of the leave of absence shall not exceed 1 year. The period of time for the leave may be extended or renewed. One year's leave of absence (with any requested extension) for educational purposes shall not be provided more than once every 5 years.

All requests for educational leaves must be submitted in writing to the Director not less than one month before the time of the leave, if notified far enough in advance to allow one month's notice. Otherwise notification will be as soon as possible. The Director shall answer the request in writing not more than 2 weeks after he/she receives the notice.

E. Military service

The Employer shall follow the requirements of federal and state law concerning leaves of absence for military purposes, including reserve training as well as active service.

9.4 Limitations

No more than one full-time employee from each shift shall be granted an unpaid leave of absence at any one time, except for military, maternity/paternity and leaves lasting less than one month, for which there shall be no limitation.

ARTICLE 10

Vacation

10.1 Eligibility

Every full-time employee in the unit shall accrue vacation as follows:

During the first year of employment. . . . . 40 hours

During the second through fourth years. . . . . .80 hours

During the fifth through ninth years . . . . . .120 hours

During the tenth through nineteenth years. . . . . .160 hours

During the twentieth or later years . . . . . 200 hours

Earned vacation will be pro-rated according to actual time worked. All paid leaves count as time worked.

Vacations must be taken or forfeited and cannot be accumulated past 2 years.

10.2 Vacation pay

The rate of vacation pay shall be the employee's regular rate of pay.

10.3 Choice of vacation period

Vacations shall be granted at the time requested by the employee as set forth herein. No more than two full-time employees from one shift may take vacation at the same time. If the unavailability of part-time or full-time employees or the nature of the work makes it necessary to limit the number of employees on vacation at any one time, limits and procedures will be used:

1. Vacations shall not be granted more than a year in advance.

2. Vacations for more than one shift shall be requested at least ten (10) calendar days in advance. Vacations for one shift or less than one shift shall be requested at least two days in advance and may be denied if the time off will result in the payment of overtime.

3. In the event requests for vacation for the same time

off are received within seven (7) calendar days of each other (but more than seven calendar days in advance of the vacation) and a limit must be imposed, the employee(s) with the greatest seniority shall be granted their vacation request(s).

4. The Director or their designee may waive requirements of advance notice and shall not unreasonably refuse to do so.

5. Vacation requests will be answered as soon as practicable within the constraints of section 10.3.

10.4 Holiday during vacation period

If a holiday occurs during the calendar week in which an employee is on vacation, the employee's vacation period shall be extended by 1 additional work day.

10.5 Work during vacation period

Any employee who is requested by management and does work during his/her vacation period shall be paid his/her regular rate of pay for the time he/she works, shall receive comp time at the rate of 1/2 day comp time for each full day worked and shall have his/her vacation, with pay, rescheduled in the manner provided in Article 10.3 to any future period. It is not required that an employee work during a vacation.

10.6 Vacation rights in case of layoff or separation

Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking his/her vacation, shall be compensated in cash for the unused vacation he/she accumulated at the time of separation. However, if the employee fails to give at least 2 weeks notice to the Director in writing before resigning, this compensation for unused accumulated vacation time shall be forfeited.

ARTICLE 11

Call time and stand-by status

11.1 Call time

Any eligible employee called to work outside of his/her regularly scheduled shift shall be paid for a minimum of two hours at the rate of time and one-half.

If the call time work assignment and the employee's regular shift overlap, the employee shall be paid the call time rate of time and one-half until he/she completes two hours work. The employee shall then be paid for the balance of his/her regular work shift at the appropriate rate. If the call time work assignment is entirely outside of his/her regular work shift, the employee shall be paid the call time rate of time and one-half until he/she completes two hours work. The eligible employee shall then be paid for the balance of the time worked at the appropriate rate.

11.2 Stand-by status

Employees shall receive ten (10) percent of their regular hourly wage (wage paid if working) for all hours in stand-by status. Time spent in stand-by status shall not count as hours worked. An employee ordered to report to work from stand-by status shall be paid two (2) hours at one and one-half (1.5) times the employee's hourly wage, regardless of actual time so worked.

If the stand-by work assignment and the employee's regular shift overlap, the employee shall be paid for the two hours at the one and one/half rate until he/she completes the two hours work. The employee shall then be paid for the balance of his/her regular work shift at the appropriate rate.

If the stand-by status work assignment is entirely outside of his/her regular work shift, the employee shall be paid the stand-by status rate until he/she completes two hours work and the balance of time worked shall be paid at the employee's appropriate wage rate, which may include over-time.

All stand-by will be voluntary. Employees will be allowed thirty minutes to respond.

ARTICLE 12

Overtime and compensatory time

12.1 Rate of pay

Overtime work shall be paid at the rate of time and a half the employee's regular hourly rate of pay.

In lieu of cash payment, employees may choose to take one and one half hours of compensatory time for each hour of overtime worked, to the extent permitted by the Fair Labor Standards Act.

Use of compensatory time shall be granted in accordance with Article 10 - Vacations.

12.2 Overtime base

Employees shall be paid overtime for any hours worked in excess of 40 hours in a work week.

12.3 Distribution

The opportunity for overtime work shall be distributed equally. There shall be no discrimination against any employee who declines overtime which is not regularly scheduled.

Voluntary overtime

After the final pay period of each calendar year there will be two overtime lists established. The first list will begin with the full-time employees, starting with the most senior to the least senior. The second list will be comprised of all the part-time paramedics starting with the most senior to the least senior.

The full-time list will run on a revolving basis rather than a rotating basis. Employees may take shifts of less than eight hours and remain first up for the next available hours. If the overtime is not accepted by a full-time employee, the hours will be offered by seniority to employees on the part-time list. The part-time overtime shall be maintained in the same manner as the full-time list. This procedure shall be followed until the required employees have been selected for overtime work; otherwise mandatory overtime procedure shall apply.

Mandatory overtime

Overtime work shall be voluntary which shall be controlled by the Article 3 - Hours of Work. However, only when it is necessary to maintain the regular numbers of employees on each shift and only when all other alternatives have been exhausted (i.e., use of voluntary overtime; use of part-time employees), the following shall apply: The full-time employees will equally share the obligation to work mandatory overtime starting with the least senior employee and proceeding up the seniority list until the list has been exhausted by each employee having worked mandatory overtime once. After the full-time seniority list has been exhausted the obligation will start over with the least senior full-time employee. Additionally, every January 1, the procedure will start over.

A record of the overtime hours worked by each employee shall be posted on the department bulletin board monthly.

12.4 Computation

Unless specified to the contrary elsewhere in this agreement, for the purpose of computing overtime, all paid leaves shall count as hours worked.

ARTICLE 13

Insurance/Flexible spending benefits

13.1 Health and dental care coverage

All eligible employees who select county health care coverage shall be enrolled in the Wellmark Blue Cross/Blue Shield Iowa 500 plan with Alliance Select preferred provider organization (PPO) overlay or equivalent. The employee must sign up for health care coverage within 30 days after benefit-eligible status is attained, or during the annual open enrollment period, to participate in the health plan. The employee must sign up for dental care coverage within 30 days after benefit-eligible status is attained to participate in the dental plan.

The plan year single deductible is $100, and the plan year single out-of-pocket maximum is $500. The plan year family deductible is $200 aggregate, and the plan year family out-of-pocket maximum is $1000 aggregate. Aggregate shall mean amounts accumulated on behalf of any combination of family members.

Effective July 1, 2006, contribution share rates for benefit eligible full-time employees will be single health care coverage: $5.00 per month; family health care coverage: $20.00 per month.

For dental, the Employer will pay the entire contribution for benefit-eligible full-time employee single coverage; the employee will pay the additional contribution for family coverage.

13.2 Life insurance

The employer shall pay the premium for life insurance in an amount equal to the employee's salary rounded up to the next $1000. The coverage shall include double indemnity for accidental death and dismemberment. Pursuant to the current County insurance contract, this coverage will decrease when the employee retires or reaches age 65 and decrease again at age 70.

13.3 Disability insurance

The Employer shall pay the premium for disability insurance which provides for disability payments of 66 2/3% of the full-time employee's gross salary after a 126 calendar day waiting period. Pursuant to the current County insurance contract, this coverage will decrease when the employee retires or reaches age 65 and decrease again at age 70. The benefit period shall be 2 years to age 70. Employees may purchase disability insurance with longer-term benefit periods through the county at group rates.

13.4 Insurance carrier

The insurance carrier may be changed for Sections 13.1 through 13.3 by the employer during the term of this agreement provided that:

A. The union received at least 3 months written notice of an anticipated change;

B. the insurance specifications are not diminished in any way; and

C. the insurance plan administration is not diminished in any way.

13.5 Worker's compensation

Employees may supplement worker's compensation benefits with accrued sick leave, personal day pay, vacation or earned compensatory time, but the total compensation received shall not exceed the employee's regular pay. Employees receiving worker's compensation benefits shall continue to accrue seniority and insurance benefits, but not accrue sick leave, vacation, paid holidays or other benefits.

13.6 Liability insurance

The employer shall pay the entire cost of any liability insurance purchased by the employer to insure employees. The employer recognizes its obligation to protect and defend employees against claims, pursuant to Section 670.2, Iowa Code.

13.7 Flexible benefit spending plan

All employees eligible to participate in the health insurance program may participate at no employee administrative cost in the county's flexible benefits spending plan,

which, under IRS regulations, allows employees to pay for health care and dependent care from pre-tax dollars.

13.8 Employee monthly deductions

Applicable employee deductions for any of the above insurance provisions will be deducted from the first two paychecks per month in as equal amounts as possible.

ARTICLE 14

Personnel transactions

14.1 Information to outside parties

Any request for information by an outside person or organization concerning any material contained in the employee personnel files shall not be released without the written approval of the employee.

14.2 Personnel file review

The contents of the employees' personnel files are open for viewing only by the employee, his/her supervisor, and department head; unless the employee puts his/her file at issue in the grievance procedure, in which case all relevant items shall be available as necessary to properly process the grievance.

Employees must be advised of the materials in their personnel file on or about the effective date of this Agreement. Employees shall initial or sign any documents placed in the file to verify their knowledge of these documents.

14.3 Copies to employees

Employees will receive a copy of all personnel transactions affecting their status from the Employer from the effective date of this Agreement forward. These changes will usually be for promotions, merit pay increases, change from probationary to permanent status, demotions, pay adjustments due to pay range increase or evaluations. Questions relative to personnel transactions should be directed to the employee's supervisor or to the Employer.

14.4 Just and proper cause

The Employer will not submit to the employee's personnel file any subject matter without just and proper cause.

ARTICLE 15

General provisions

15.1 Pledge against discrimination and coercion

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

The Union agrees not to interfere with the rights of employees to refuse to become members of the Union, and there shall be no discrimination, interference, restraint or coercion, by the Union, or any Union representative against any employee because of lack of Union membership, or because of any employee's refusal to join the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

15.2 Union bulletin boards

The Union agrees to furnish and maintain a suitable bulletin board in a convenient and appropriate place in the work area to be used by the Union. The Union shall limit its posting of notices and bulletins to the bulletin board.

15.3 Union activity on employer's time and premises

The Director agrees that during working hours, on the premises of the Department, and without loss of pay, the Union steward shall be allowed to consult with the Director concerning the enforcement of any provision of this Agreement, so long as the Director receives reasonable notice before such consultation takes place, and so long as such consultation does not interfere with the regular work of the unit.

The steward will be allowed to post Union notices on the Union bulletin board.

15.4 Work rules

The Employer agrees to furnish each employee in the bargaining unit with a copy of work rules within a reasonable time of their being effective. The Director shall provide 20 calendar days' written notice of any change in the work rules; except in cases of emergency. The work rules shall be posted in an appropriate location on the premises, each employee shall be asked to read the work rules, and sign a statement to effect that he/she has read and understands the rules and changes thereto.

The final decision on the nature and content of the work rules shall be reserved to the Director.

Work rules shall be uniformly applied and enforced.

15.5 Uniforms and protective clothing

A. General provisions

Each employee shall receive clothing, which shall be satisfactory in condition and properly fitted, and equipment as required by them to carry out their assigned duties:

Full-time employees and part-time paramedic employees:

2 long-sleeve shirts
2 short-sleeve shirts
3 pair of pants
1 spring/fall coat
1 raincoat with hood
1 winter coat
1 pair of shoes/boots

EMT-B's:

1 long-sleeve shirt
1 short-sleeve shirt
1 pair of pants
shared spring/fall coat
shared raincoat with hood
shared winter coat

Backup uniforms will be available for any employee whose uniform is soiled on duty.

B. Replacement

The employer will inspect all furnished clothing annually and replace items deemed by the employer to be unsatisfactory. Furnished clothing damaged or worn out through the performance of duty will be replaced at employer's expense, in exchange for the damaged or worn out item.

Furnished clothing damaged not in the line of duty and deemed by the employer to thus be unsatisfactory will be replaced at employee expense.

Employees listed below shall annually receive the amount indicated to purchase or replace personal items used in performance of their work. This amount or any unused portion of it may be carried over from year to year but the employee may not accumulate more than $250.

Full-time paramedic	$100
Part-time paramedic	$ 50
EMT-B	$ 25

C. Maintenance

Each employee shall be responsible for the maintenance and cleaning of all clothing and equipment furnished to them. If an employee's clothing becomes dirty in the line of work, the employee can use the Employer's machine at county expense.

D. Loan

Except for items described as "shared" in Section 15.5(A), an employee is not required to loan furnished clothing to any other employee.

15.6 Labor-Management committee

A labor-management committee is hereby established to afford employees and management a forum at which to discuss items that may be of interest to both parties. The committee shall consist of 4 members of the bargaining unit and 4 representatives of management. The union shall select the unit's members, and the Board of Supervisors shall select management's members. Each party shall notify the other at least 1 week in advance of each meeting of selected members, unless the members have not changed, and shall, at least 1 week in advance, exchange agenda items.

Committee meetings shall be held during the first full weeks of July, October, January and April, at a time and place agreed upon at least two weeks in advance by five of the six members. Special meetings may be agreed to by two committee members, one each from the bargaining unit and management, who must notify their co-members of the time, place, and agenda for such meeting at least 1 week in advance. Meetings shall not exceed two hours. Employee members of the committee will be paid for any formal meeting time falling within their normal working hours.

Decisions of the committee must be by consensus of a quorum.

ARTICLE 16

Savings

16.1 Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties to this Agreement shall immediately convene for the purpose of negotiating a satisfactory replacement for such article, section, or portion thereof.

ARTICLE 17

Effective period and signatures

17.1 Unless otherwise provided herein, this agreement shall be come effective July 1, 2006. It shall remain in full force and effect until June 30, 2007, and shall be renewed year to year thereafter unless either party gives notice in writing of a desire to change this agreement no later than Sept. 15 of the year immediately prior to the expiration date of this agreement.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives this 17th day ~~June~~ July, 2006.

JOHNSON COUNTY, IOWA

By its Board of Supervisors:

Chairperson

AFSCME, LOCAL 183

By its Union Representative:

By its representative

Judith Perkins

Consultant

Appendix A-1 and A-2

Appendix A-1

FY2007
Johnson County Ambulance

July 1, 2006 - Dec. 31, 2006

2.00%	Start	6 months	1 year	2 years	3 years	4 years	6 years	10 years
Clerk I	$ 11.22	$ 11.63	$ 12.06	$ 12.52	$ 12.93	$ 13.35	$ 13.90	$ 14.46
EMT-B	$ 12.34	$ 12.87	$ 13.39	$ 13.98	$ 14.62	$ 14.84	$ 15.44	$ 16.07
Paramedic	$ 14.50	$ 15.07	$ 15.61	$ 16.25	$ 16.87	$ 17.56	$ 18.27	$ 19.00

Appendix A-2

Jan. 1, 2007 - June 30, 2007

2.00%	Start	6 months	1 year	2 years	3 years	4 years	6 years	10 years
Clerk I	$ 11.44	$ 11.86	$ 12.30	$ 12.77	$ 13.19	$ 13.62	$ 14.18	$ 14.75
EMT-B	$ 12.59	$ 13.13	$ 13.66	$ 14.26	$ 14.91	$ 15.14	$ 15.75	$ 16.39
Paramedic	$ 14.79	$ 15.37	$ 15.92	$ 16.58	$ 17.21	$ 17.91	$ 18.64	$ 19.38

APPENDIX B

Johnson County Health Care Plan Benefit	
	Alliance Select Preferred Provider Organization (PPO) Overlay
Provider Networks/Contracts	Alliance Select PPO (Iowa) Blue Card PPO (Nationwide and Worldwide)
Coinsurance	*PPO:* 10% of charge office services 10% of allowed amount out of office *Non-PPO** 20% of allowed amount
Prescription Drug Coinsurance	20% after deductible
Deductibles	$100 single/$200 family annual deductible applies to: Physical therapy; ambulance services; prescription drugs; home/durable medical equipment; oxygen; private duty nursing services; blood; home health services and prosthetic appliances. The deductible is waived for all other covered services. Services are not subject to a separate deductible for inpatient admissions.
Pre-certification/Notification requirements	Alliance Select PPO providers in Iowa are required to handle all pre-certification requirements for members. Members accessing care from Non-PPO providers, or PPO providers outside of Iowa, are responsible to notify Wellmark *prior* to planned elective admissions, skilled nursing and home health care, and within 24 hours *after* emergency and maternity admissions.
Penalties for failure to notify	Planned elective admissions, skilled nursing and home health care: 50% reduction in benefits. Emergency and maternity admissions: Room and board charges that were not medically necessary. (Penalty does not apply to the member's deductible or out-of-pocket maximum).
*Non-Participating and Non-PPO providers may "balance bill" members for billed charges that exceed the insurer's "allowed amount". These dollar amounts are the member's liability and are not applied to the deductible or out-of-pocket maximum.	

Johnson County

JOHNSON COUNTY

Human Resources Department
Lora Shramek, SPHR – Administrator

May 30, 2006 *(original April 25, 2003)*

Tom Anthony
AFSCME Business Representative
1425 8th Avenue SE
Dyersville, IA 52040

Re: Letter of Understanding for Johnson County Ambulance

Dear Tom,

In negotiations on this contract we agreed to the following:

We agreed that the Employer shall send to the Union by US mail on diskette on a monthly basis at no cost to the Union, the following information:

1. For Union member bargaining unit employees, the County shall provide name, social security number, and home address;
2. For non-Union member bargaining unit employees, the County shall provide the name.

This program shall be implemented upon request of the Union.

We agreed to continue the following with respect to the health insurance plan:

- Extend benefits to same gender domestic partners of eligible employees *(original September 1998)*
- Conduct an annual open enrollment during November of each contract year.

These agreements do not apply to the dental plan.

We also agree to the content of the letter of understanding dated May 15, 1992 regarding trade time, which is hereby incorporated into this agreement.

Please acknowledge your agreement to this letter of understanding on the signature line below.

Sincerely,

Judy Perkins
Johnson County Employer Representative

I acknowledge agreement to this letter of understanding:

Tom Anthony
Bargaining Representative, AFSCME Council 61

7/13/06
Date

Johnson County Administration Bldg. • 913 South Dubuque St. • Iowa City, IA 52240-4207 • Phone (319)356-6003 • Fax (319)354-4213

Johnson County

JOHNSON COUNTY

Human Resources Department
Lora Shramek, SPHR – Administrator

May 31, 2006 *(original September 1, 1998)*

Tom Anthony
AFSCME Business Representative
1425 8th Avenue SE
Dyersville, IA 52040

RE: Johnson County Ambulance
Collective bargaining agreement

Dear Mr. Anthony,

This letter of understanding commemorates the agreements regarding stand-by pay for employees hired to drive Mobile Care units.

1. Voluntary stand-by status will be waived for all personnel hired as EMT-B's (after July 14, 1998), who will be driving Mobile Care units.
2. Personnel hired to fill EMT-B positions may be required to be on mandatory stand-by status in the event that no other ambulance personnel are available to take stand-by on a voluntary basis.
3. Personnel hired to fill EMT-B positions and drive Mobile Care units may be required to work a minimum of 24 hours of stand-by each week.
4. In the event the EMT-B advances into a paramedic position, the stand-by requirement would no longer apply to them.
5. The stand-by schedule would be completed at least 30 days in advance by management.
6. This letter of understanding will be in force as long as the JCAS has an agreement with the UIHC to drive Mobile Care units.
7. If the agreement with UIHC to drive the Mobile Care units ends, the stand-by provisions in this letter of understanding will be nullified. All stand-by will be governed solely by Article 11.2 of the collective bargaining agreement.

Please acknowledge your agreement below.

Very truly yours,

Judith Perkins

Judith Perkins, Consultant
Bargaining Representative for
Johnson County

Agreed to on behalf of AFCME Council 61:

Tom Anthony

Tom Anthony
Bargaining Representative
AFSCME Council 61

7/13/06
Date

Johnson County Administration Bldg. • 913 South Dubuque St. • Iowa City, IA 52240-4207 • Phone (319)356-6003 • Fax (319)354-4213

Office of the
Johnson County Attorney

Johnson County Courthouse • 417 South Clinton Street • P.O. Box 2450 • Iowa City, IA 52244
(319) 339-6100

J. Patrick White
County Attorney

Civil-Juvenile
Anne M. Laney
John Buckley
Deborah Farmer Minot

Criminal
David V. Fitzmy
Rod Reynolds
Linda M. Paulson
Kelly G. Raines
Janet M. Lynezs
Kelly D. Steele

Child Support
Carol A. Turner
1-(319) 362-4445

May 15, 1992

Jan Corderman
AFSCME Council 61
306 Second St #5
Coralville IA 52241

RE: Ambulance Dept. collective bargaining agreement
Letter of understanding

Dear Jan:

This letter of understanding commemorates the agreement regarding trade time:

1. A maximum of five trades per calendar month are allowed.

2. Notice of a trade shall be given to the director or designee at least 72 hours in advance. The director or designee may waive notice.

Please acknowledge your agreement below.

Very truly yours,

J. Patrick White
Johnson County Attorney
Bargaining representative
for Johnson County

Agreed to on behalf of AFSCME Council 61:

Jan Corderman — 5-10-92
Date

Jan Corderman
Bargaining representative
AFSCME Council 61

Office of the
Johnson County Attorney

Johnson County Courthouse • 417 South Clinton Street • P.O. Box 2450 • Iowa City, IA 52244
(319) 339-6100

J. Patrick White
County Attorney

Civil-Juvenile
Anne M. Laney
John Buckley
Deborah Farmer Wenet

Criminal
David V. Fitzsimmons
Rod Reynolds
Linda M. Poulson
Kelly G. Raines
Janet M. Lymers
Kelly D. Steele

Child Support
Carol A. Turner
1-(319) 362-4645

May 15, 1992

Jan Corderman
AFSCME Council 61
306 Second St #5
Coralville IA 52241

RE: Ambulance Dept. collective bargaining agreement
Letter of understanding

Dear Jan:

This letter of understanding commemorates the agreement regarding trade time:

1. A maximum of five trades per calendar month are allowed.

2. Notice of a trade shall be given to the director or designee at least 72 hours in advance. The director or designee may waive notice.

Please acknowledge your agreement below.

Very truly yours,

J. Patrick White
Johnson County Attorney
Bargaining representative
for Johnson County

Agreed to on behalf of AFSCME Council 61:

Jan Corderman — 5-10-92
Date

Jan Corderman
Bargaining representative
AFSCME Council 61