JOHNSON CO./ PPME (MIXED) 05-07

2005-2007

NEGOTIATED AGREEMENT

BETWEEN

JOHNSON COUNTY BOARD OF SUPERVISORS

AND

PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES, IUPAT

LOCAL 2003

(EMPLOYEES OF JOHNSON COUNTY

ATTORNEY, AUDITOR, BOARD OF SUPERVISORS,

PHYSICAL PLANT, RECORDER, TREASURER,

AND ITS DEPARTMENTS OF

INFORMATION SERVICES,

PLANNING AND ZONING, AND PUBLIC HEALTH)

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AGREEMENT

THIS AGREEMENT, entered into this 1st day of July 1, 2005, by and between Johnson County, Iowa, hereafter referred to as "Employer," and Public, Professional and Maintenance Employees, Local Union 2003, IBPAT, hereafter 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, it refers to the Iowa Public Employment Act, identified as Chapter 20, Iowa Code.

ARTICLE 1

RECOGNITION

1.1 Recognition

Johnson County, Iowa, recognizes Public, Professional and Maintenance Employees, Local Union 2003, IBPAT, as exclusive bargaining representative for those employees of the Johnson County Board of Supervisors, Recorder, Treasurer, Auditor and Attorney, and the Information Services, Physical Plant, Planning and Zoning, and Public Health departments described in Iowa Public Employment Relations Board case #3202 as amended by case #4558.

1.2 Non-Discrimination in Employment

Neither the Employer, nor the Union, shall discriminate against any employee because of union activity or lack thereof.

ARTICLE 2

EMPLOYEE TERMINOLOGY

2.1 Full-time/part-time; regular/temporary: Functional distinctions.

a. Each employee has one of each of the following designations:

1) Regular or temporary

2) Full-time or part-time.

b. A regular employee performs a job determined by the employer to be ongoing or regular in nature. Full-time and part-time employees may have regular or temporary status.

c. A temporary employee performs a job determined by the employer to end at a definite or indefinite time. At the time of hiring, the employee must be informed that the position is temporary.

d. Employees in temporary status for four or fewer months are not members of the bargaining unit.

e. A full-time employee works the normal work week as determined pursuant to Article 3 (Hours of work).

f. A part-time employee works less than the normal work week determined pursuant to Article 3 (Hours of work).

2.2 Part-time benefits

a. Part-time employees who work at least 20 hours per week are eligible for the following benefits:

1) Holidays: Same as for full-time employees, except part-time employees do not receive personal days.

2) Health//dental/life insurance: Same as for full-time employees, except part-time employees pay, in addition to any premium paid by the employee, 50 percent of any monthly premium paid by the county under terms governing provision to full-time employees.

3) Vacation: Same as for full-time employees, except part-time employees accrue vacation at 50 percent of the full-time employees' accrual rate.

4) Sick leave: Same as for full-time employees, except part-time employees accrue sick at 50 percent of the full-time employees' accrual rate.

5) Longevity pay: Same length of service eligibility as for full-time employees, except part-time employees receive longevity at 50 percent of the full-time employees' annual amount.

b. An employee who works fewer than 20 hours per week is not eligible for benefits.

ARTICLE 3

HOURS OF WORK

3.1 Work week

a. The work week shall extend from 12:01 a.m. Sunday and end at 12:00 midnight Saturday. Full-time employees shall be scheduled Monday through Friday at least thirty-seven and one-half hours per week and at least seven and one-half working hours per day.

b. Each department head shall post a work schedule of the normal working hours for each employee in that department. Such schedule shall be posted two (2) weeks in advance of the start of each month.

c. Part-time employees shall work as scheduled by the department head.

d. In the event a department head posts a work schedule per the above requirement that has daily start and end times that are staggered or different for employees in the same job classification, then these positions will be posted for bid by seniority and re-posted for bid whenever a vacancy occurs in that job classification within that department.

3.2 Meal periods

All employees who work regularly and who work reoccurring schedules shall receive an unpaid meal period of at least half an hour, at a time to be determined by the department head, who shall make every effort to schedule an employee's meal period at the same time each day. Meal periods will be scheduled as near to the middle of the shift as possible.

3.3 Overtime

a. Employees shall be paid at the overtime rate of one and one-half (1.5) times the employee's straight-time hourly wage rate for all hours over forty (40) in a work week.

b. All hours in pay status, except sick leave, shall be counted in determining overtime.

c. An employee may elect to convert overtime to compensatory time off at the rate of 1½ hours compensatory time for each one hour of overtime. An employee normally scheduled to work less than forty (40) hours in a work week can elect straight-time compensatory time for hours worked beyond the employee's normal schedule up to forty (40) hours in a week. Compensatory time may be accumulated and carried over from year to year to a maximum accumulation of forty (40) hours. The use of compensatory time off shall be by an employee request scheduled with the supervisor's permission.

d. The department head will try to apportion overtime opportunities as equally as possible, over the course of the fiscal year, among qualified department employees in the relevant job classification. Hours of work beyond the normal work day and overtime shall first be offered to full-time employees before they are offered to part-time or temporary employees.

e. An employee's normal schedule shall not be changed to avoid the payment of overtime, unless the change is mutually agreeable.

3.4 Minimum pay

An employee who reports to work as directed shall receive a minimum of two hours work or pay in lieu thereof at the overtime rate of pay of one and one-half times the employee's straight-time hourly wage rate.

3.5 Flex-time

A department supervisor and an employee of that department may mutually agree to a work schedule that varies from that normally in effect for that department. Such mutual agreement may not waive any overtime requirements of this Article. All flex time agreements shall be in writing for a period of no more than twelve (12) months

maximum. The employee and the supervisor may renew this by mutual agreement. A copy of all flex time agreements shall be placed on file at the Human Resources Office.

3.6 Travel between work sites

Employees who are required by the employer to report to a work site for the purpose of picking up data, records, equipment, and/or uniforms and subsequently travel to a second work site shall be in pay status for time spent traveling between work sites.

3.7 Break periods

Department heads shall grant employees a paid 15-minute break period for each four hours worked, scheduled as near to the middle of the first and second half of the work day as possible. As an alternative, department heads may grant employees, with the employee's consent, paid breaks of no lesser quantity than herein provided, but of no definite pattern or regularity, consistent with past department practice.

3.8 Staff and Inservice Meetings

Staff and Inservice meetings may be scheduled by the department head outside the normal workday. Pay shall be at the employee's straight-time hourly wage rate, unless the provisions of Section 3.3 require payment at the overtime rate. Employees' normal work schedule shall not be changed to avoid the payment of overtime for attendance at such meetings.

ARTICLE 4

SENIORITY

4.1 Definition

a. Seniority means an employee's length of continuous service with the employer dating from the date of hire.

Part-time employees shall be credited with one-half the seniority they would accrue as full-time employees.

b. Employees entering the bargaining unit after the start of this contract shall acquire seniority as set forth herein except that the date of hire for prior continuous employment by the county unbroken prior to entry into the bargaining unit shall be deemed the date of hire, with full-time and part-time prior employment apportioned accordingly to determine seniority.

4.2 Probation

New employees shall remain on probation for six months from their date of hire. Probationary employees shall have no seniority; however, at the end of probation, the employee's seniority shall be determined from the date of hire. Probationary employees may be terminated for any reason without recourse to the grievance procedure.

4.3 Continuous service break

a. Continuous service stops and seniority is lost when the employee:

(1) quits;

(2) retires;

(3) is discharged for just cause;

(4) is laid off for more than two years;

(5) obtains a leave of absence for a fraudulent reason;

(6) is absent from work 2 days without notice to the employer, unless the employer is satisfied that the employee was unable to give notice;

(7) fails to report for work after a leave of absence; or

(8) fails to report for work within five days after notice to return from layoff.

b. In addition to losing seniority, an employee may be disciplined for any of the acts described in subsections (a)(5) through (8) of this section.

4.4 Posting seniority lists

Current seniority lists shall be prominently posted at least 30 working days starting July 1 of each contract year in each department with employees in the bargaining unit. The seniority list shall contain the name, years of seniority, date of hire, and job classification of each employee in the bargaining unit. An employee has 20 days from the date of posting to object to the seniority list. If no objections are made within 20 days, objections are waived. If objection is made and the County is unable to satisfy the employee's objection within 20 days, the employee may file a grievance in accordance with the procedures contained within this contract.

4.5 New jobs or vacancies

a. No permanent vacancy or newly-created permanent job classification in the bargaining unit shall be filled by hire until such vacancy has been posted on a bulletin board in each department with employees in the bargaining unit for five working days, and present employees in the bargaining unit have had the opportunity to apply for the position and have their applications considered. Job vacancy postings shall be on the form attached to this contract, which must be completed in full before posting, and to which a copy of the relevant job description must be attached. Notice will be given to all unsuccessful bargaining

unit applicants within five days following selection of a current bargaining unit employee or a decision to reject all bargaining unit applicants. Notice is effective upon personal delivery to the bidder, or upon mailing to the bidder via regular mail at the address disclosed by the written bid, or, if none is disclosed on the written bid, at the address disclosed by the bidder's personnel file. Qualified applicants outside the unit may be considered by the employer after the five-day period. In determining the successful applicant, qualifications directly related to the job shall be the primary consideration. Where qualifications are equal, bargaining unit seniority shall govern.

b. Notice of intent to fill temporary vacancies in permanent jobs shall be posted prominently; however, applications from outside the bargaining unit may be simultaneously solicited and considered, and neither current presence in the bargaining unit nor seniority will entitle applicants to priority in the hiring decision.

4.6 Layoffs

a. If it becomes necessary to lay off employees, they shall be laid off in the inverse order of their seniority within the job classification affected by the layoff. Temporary employees in that classification shall be laid off first, then probationary employees, and then part-time employees in that classification, before any full-time employee in that classification is laid off.

b. Employees shall be recalled from layoff according to their seniority within the job classification affected by the recall. To be entitled to recall, a laid-off employee must keep the department head informed of the employee's mailing address and phone number. Written notice of recall by certified mail to the employee at the address shall be sufficient.

ARTICLE 5

TRANSFERS

5.1 Permanent transfers within a job classification

An employee may not more than once each six months request a transfer of job assignments within a job classification. Such a request for transfer to a vacancy in the same job classification shall be in writing by the employee to the Human Resources Department, on the form attached hereto. The request by an employee shall be kept on file in the Human Resources office for one year. When a job vacancy occurs within the bargaining unit, the Human Resources Department shall provide the department head filling the vacancy a list of all employees who have requested a transfer within the classification where the vacancy exists. An employee requesting a transfer within that classification shall be granted the request unless the department head can provide just cause for denial of the request. Notice of the vacancy shall not be posted pursuant to Section 4.5(a), until all transfer requests within that classification have been disposed of. Grievances on denials shall start at Step 2 of the grievance procedure.

5.2 Seniority and transfers

Multiple transfer requests shall be considered in order of seniority of the requestors, regardless of the time they are filed.

5.3 Involuntary Transfers

The Employer may involuntarily transfer or assign an employee to a different job classification within the bargaining unit when the position is not filled after completion of the bidding procedure in Article 4 for a temporary or permanent position. Such involuntary transfer shall not exceed ninety (90) calendar days per employee per fiscal year. An employee transferred to a lower pay grade shall continue to receive their normal rate of pay. An employee transferred to a higher pay grade for more than five (5) working days in a fiscal year shall receive the higher rate of pay beginning with the first day of service in the higher pay grade.

ARTICLE 6

SICK LEAVE

6.1 Rate of accrual; procedure; exclusions

a. Employees, including probationary employees, accrue sick leave with pay for absences due to illness or injury unrelated to work. Sick leave accrues for full-time employees at the rate of 18 days per year on a per pay period basis, to a maximum of 120 days. Effective January 1, 2006, sick leave accrues for full-time employees at the rate of 15 days per year (10 hours per month) on a per pay period basis, to a maximum of 120 days. Sick leave accrues for part-time employees pursuant to Section 2.2 (a) (4) and Section 2.2 (b).

b. Sick leave will not be paid in advance. Sick leave will not accrue on a pro-rata basis during a pay period. If a holiday falls within the paid sick leave, that day will be counted as a holiday and not as a sick leave day.

c. When an employee will be absent because of illness or injury unrelated to work, the department head must be notified. Failure of the employee to do so, without a bona fide reason, will result in the employee being considered absent without leave, and subject to disciplinary action. The employee must inform the department head of the length of time the employee expects to be absent. Upon request of the department head the employee must furnish satisfactory medical evidence that:

(1) the employee's illness or injury will require time off work; and/or

(2) the employee is fit to return to work. The employer may designate the physician from whom such evidence must be obtained, and must pay any uninsured cost of obtaining such evidence.

d. Sick leave is not paid for:

(1) more than half a day for a doctor or dentist appointment unless the doctor or dentist states that the appointment necessarily consumes more time;

(2) illness or injury suffered and recovered from during a leave of absence.

(3) illness or injury occurring after the employee has given notice of resignation unless physician's verification is provided.

e. Leave for the purpose of giving birth, or for recovering from giving birth, will be treated in the same manner as other sick leave.

f. An adoptive parent may use up to 10 consecutive days accrued sick leave within three weeks of the child's arrival in the home.

6.2 Misuse of sick leave

Misuse of sick leave is either excessive use of sick leave or misrepresentation in connection with sick leave privileges.

a. Excessive use of sick leave is use of sick leave in excess of that accumulated by the employee.

b. Misrepresentation in connection with sick leave privileges is use of sick leave for any purpose not authorized by this contract.

c. Misuse of sick leave will result in loss of pay for the duration of the absence, and may be considered grounds for further disciplinary action, including discharge.

6.3 Extended sick leave

a. When an employee notifies the department head that the employee desires sick leave, for any reason related to the illness of the employee for which sick leave it allowed, and the employee has no accumulated sick leave, personal days, or vacation, the department head may grant the employee an unpaid leave of absence. All rules governing unpaid leaves of absence shall apply. Upon request of the department head the employee must furnish a statement from a physician concerning both the seriousness of the illness and the duration of the anticipated absence. The department head may require such a statement from a physician chosen by the department head, at department expense.

b. During the unpaid leave due to illness, the employee shall provide the department head with a physician's verification of the illness on a monthly basis.

6.4 Paternity leave

See "Family sick leave."

6.5 Family sick leave

a. In the event of illness in the immediate family of any employee, or in the event of a doctor or dental appointment not exceeding half a day for a member of the employee's immediate family, or when the employee is the nearest relative, the employee may use accumulated sick leave. Use of sick leave as family sick leave shall not exceed three days per occurrence of illness, unless the department head authorizes longer; except that if the employee's spouse or child undergoes surgery, the employee is entitled to use up to 4 days sick leave as family sick leave.

b. Verification of the illness, if physician-treated, or of the appointment must be furnished by the employee upon request of the department head.

c. "Immediate family" shall be defined as spouse, children, parent, parent-in-law, grandparent and/or other regular members of the immediate household.

6.6 Conversion of sick leave to vacation

a. Employees who have accumulated 90 days 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 90 days 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 90 days. 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, on the form attached hereto.

6.7 Records

Department heads shall maintain accurate records of employees' sick leave accrual and use. Calendar year-to-date sick leave use and accumulation balance shall appear on employees' paychecks.

ARTICLE 7

LEAVES OF ABSENCE

7.1 Paid leaves

a. Funeral leave

(1) In case of death in the immediate family of a full-time employee, paid absence may be authorized by the department head. "Immediate family" is defined as spouse, domestic partner, parents, children, sisters, brothers, step-parents, step-children, grandparents, grandchildren, parents-in-law, sisters- or brothers-in-law, sons- or daughters-in-law, guardian, or other members of the immediate household.

(2) Length of leave:

(a) Spouse, domestic partner, and child: Up to 5 days;

(b) Others in immediate family: Up to 3 days.

(3) Only days absent which would have been compensable work days will be paid. No payment will be made during vacations, holidays, layoffs or leaves of absence other than what would have been paid absent the funeral leave. Payment will be made on the basis of the employee's normal work day's pay.

(4) If an extended absence is required due to a death in the immediate family, the department head may authorize use of vacation, compensatory time or unpaid leave.

(5) In case of death of a present or retired employee, a half day of paid absence may be authorized for department employees for the purpose of attending the funeral.

(6) Full-time employees shall be granted paid absence for service as a pallbearer. Upon completion of the service, the employee shall report to work within an hour.

b. Jury duty

Employees shall be granted a paid leave of absence any time they are required to report for jury duty. Employees must return to the employer pay received as jurors, except mileage. When released from duty during working hours, the employee must report to work as soon as possible, and no later than 2 hours after release.

c. Military leave

Section 29A.28, Code of Iowa shall govern military leave. The Universal Military Training and Service Act shall govern re-employment rights.

d. Witness leave

An employee subpoenaed as a witness in a court action which does not involve a criminal or civil action by or against the employee shall receive a paid leave of absence, not to exceed 16 hours per fiscal year, for the time spent as a witness. Said employee shall receive the employee's regular hourly rate and shall turn over to the employer any pay earned from such witness service, except mileage allowance paid to the employee. Employees subpoenaed to testify on matters related to their county employment shall be paid their regular hourly rate for the time spent as a witness.

7.2 Unpaid leave

a. Non-probationary employees shall be eligible for unpaid leaves of absence. An employee who fails to return to work at the end of an unpaid leave of absence shall be deemed to have voluntarily quit, or, if applicable, voluntarily retired on the last day of work prior to the leave. During an unpaid leave of absence for more than a month the employee:

(1) must pay any insurance premiums due during any month the employee is not on the payroll if coverage is desired, and must, before the leave starts, make necessary arrangements with the Auditor's Office to provide the payments;

(2) shall not receive any other job benefits;

(3) shall not accrue seniority;

(4) shall not earn sick leave, vacation or other forms of leave.

b. Unpaid leave of absence for a limited period shall be granted for any purpose reasonable in the judgment of the department head, who may deny a request if she determines that the department cannot function effectively without the employee's presence. The department head's decision is subject to the grievance procedure, and the grievance shall start at Step 3.

7.3 Federal Family and Medical Leave Act

An employee may request and shall be granted up to 12 weeks unpaid leave, pursuant to the Family and Medical Leave Act and related federal regulations, for any reason qualifying under the FMLA. FMLA leave may be paid or unpaid. Whether it will be paid or unpaid shall be decided case-by-case. An employee may select accrued paid leave in lieu of unpaid FMLA leave if, absent FMLA, the employee would have been entitled to use accrued paid leave for the FMLA-qualifying purpose; the department head shall not deny the employee's selection without good cause. If the employee opts for unpaid FMLA leave, the department head may require the employee to use accrued paid leave if the employee would have been entitled to use accrued paid leave for the FMLA-qualifying purpose.

7.4 Union Leave

For contract negotiations, three (3) members of the Union's bargaining committee shall be granted a paid leave of absence for time lost during the employees' normal working hours while in joint negotiation meetings with the Employer. Such employees shall be designated by the Union's business representative. Such leaves of absence shall be with no loss of benefits or wages. Paid release time for employees shall be limited to a total of forty (40) hours per fiscal year to be divided by the designated bargaining team members.

ARTICLE 8

GRIEVANCE PROCEDURE

8.1 Scope and procedural requirements

All disputes resulting from interpretation of this contract shall be resolved in accord with this article.

a. All grievances, responses and appeals must be in writing.

b. A copy of all responses to a grievance or appeal must be presented or mailed within the time prescribed to both the employee and the bargaining representative.

c. Any grievance step prescribed herein, or part thereof, may be waved by mutual agreement of the employer and employee.

d. Failure of an employee to timely grieve or appeal constitutes waiver of the grievance or appeal.

e. Failure of the employer to timely respond to a grievance or appeal constitutes denial of the grievance.

f. Assignment to a job classification may be grieved by an employee or the union. Classification grievances shall start at Step 3 of the grievance procedure.

g. Union stewards and grievants shall be released with pay to attend meetings during the work day.

h. Grievance of an oral or written reprimand shall start at Step 1. Grievance of a suspension or discharge shall start at Step 2.

8.2 Informal resolution

a. The employee shall first orally discuss a problem or complaint with the immediate supervisor. The supervisor shall discuss the issue with the employee in no event later than three working days from the time the employee raised the issue.

b. Grievance of a rejected job bid made pursuant to Section 4.5(a) or a reclassification pursuant to Section 23.2 shall begin at the step prescribed in Section 8.3(c).

8.3 Grievance steps

a. Step 1

An employee unsatisfied with the results of the discussion prescribed in Section 8.2(a) may grieve to the immediate supervisor. Only issues subjected to the initial discussion procedure prescribed in Section 8.2(a) may be grieved, but issues germane to the originally discussed problem shall be liberally allowed to be part of the grievance. Only an employee affected by the employer's interpretation of the contract may grieve.

Grievances must:

(1) be filed within 20 working days after the discussion,

(2) specify the article of the contract alleged to be violated, and

(3) propose a remedy.

The immediate supervisor shall respond in writing to the grievance within three working days of receipt of the grievance.

b. Step 2

(1) An employee may appeal the immediate supervisor's response to the department head within 5 working days of the employee's receipt of the response. Within 5 working days of receipt of the appeal the department head must meet and discuss the grievance with the employee and bargaining representative. Within 5 working days thereafter the department head must respond to the grievance.

(2) If the employee disagrees with the department head's response, the employee may request reconsideration by the department head. If reconsideration is requested, the department head shall, within 5 working days of the request, meet with the employee, the bargaining representative and the designated employer representative to discuss the grievance. Within 5 working days thereafter the department head must respond to the request to reconsider the grievance.

c. Step 3

(1) An employee may appeal the department head's response to the Board of Supervisors within 5 working days of the employee's receipt of the response. Presenting to the Board copies of the grievance, any initial appeal, and any responses constitutes the appeal. The Board shall hear the appeal within 14 working days of receipt of the appeal, providing full opportunity for the grievant and bargaining representative to present evidence in person. The Board shall respond to the appeal within 7 working days thereafter.

(2) In lieu of appearing in person before the Board, the grievant or Union may waive grievant's appearance in person and present the appeal in a written appeal brief mailed to the Board or its designated representative within 14 days of the Board's receipt of the appeal. Grievant's immediate supervisor, department head or the Board's designated representative may also file a written brief with the Board within 14 days of the Board's receipt of the appeal. The Board shall respond to the appeal within 7 working days of the Board's receipt of the written appeal brief(s).

d. Step 4

The Union may appeal the Board's response to arbitration by serving a written request for arbitration on the Board of Supervisors within 5 working days of the bargaining representative's receipt of the Board's response. It is expressly agreed and understood that neither the grievant nor Union may compel arbitration of a grievance without the other's consent.

8.4 Arbitration

a. Within 10 working days of the Board's receipt of the notice of appeal to arbitration, the parties' bargaining representatives shall either choose an arbitrator or jointly request the Iowa Public Employment Relations Board to furnish a list of 5 arbitrators. Within 5 working days of the parties' receipt of the list, the bargaining representatives shall select an arbitrator by alternately striking names from the list. The winner of a coin flip shall determine which party strikes first.

b. The arbitrator's fees and expenses shall be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. If a party makes a record of the arbitration hearing, that party shall make available to the other party a copy of the record, at cost.

c. The arbitrator may not amend, modify, nullify, ignore, add to or detract from any term of this contract, and shall consider and decide only the specific issues submitted at the arbitration hearing. The arbitrator's decision may not be contrary to or inconsistent with law. The arbitrator's decision shall be binding. In the event of a discharge grievance, any back pay award shall be limited to the amount the grievant would have earned from the Employer, less any compensation the grievant received from any other source. Other back pay awards shall be limited to

what the employee would have earned from the employer since the date the violation occurred. The arbitrator shall not order back pay for a period of more than 30 working days prior to the date the grievance was initiated. No arbitration decision shall create the basis of adjustment of wages, hours or working conditions for anyone other than the grievant.

d. The arbitrator's decision shall be sent to the parties within 30 calendar days from the day of the hearing.

8.5 Exclusive Remedy

The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this collective bargaining agreement. If a complaint or action is filed in any other forum based on the same event or facts as a grievance which has been filed pursuant to this Article, the grievance will be considered withdrawn. Grievances may not be filed based on the same events or facts used as the basis for a complaint or action in another forum.

If an employee files a complaint or action based on the same events or facts as the withdrawn grievance with another government agency or in any court of law, then neither the Employer nor the Union may be held liable for any statements, acts or representation, settlement offers, or responses during the grievance procedure. The representative of the Union may not be compelled to testify in any other forum regarding information obtained directly from the employee as part of the grievance proceeding. The representative of the Employer may not be compelled to testify in any other forum regarding information obtained directly from management as part of the grievance proceeding. Any documents written to the Union representative from the employee or

written by the Union representative to the employee as part of the grievance procedure shall be considered confidential property of the Union. Any documents written to the Employer's representative from management or written by the Employer's representative to management as part of the grievance procedure shall be considered the confidential property of the Employer.

ARTICLE 9

HOLIDAYS

9.1 Holidays recognized and observed

Holidays recognized and observed shall be:

New Year's Day	Veterans Day
Martin Luther King's Day	Thanksgiving
Presidents Day	Friday after Thanksgiving
Memorial Day	Christmas
Independence Day	Floating Christmas holiday
Labor Day	

The "floating Christmas holiday" shall be between December 23rd and January 2nd as designated for employees in each department by the department head no later than the preceding December 1st. The County Attorney retains the right to substitute for employees of his office a holiday observed by the Iowa State Judicial Department for any of the holidays herein enumerated.

9.2 Holiday pay

a. An employee not on layoff or leave of absence shall receive holiday pay if the employee did not have an unexcused absence on the employee's last scheduled work day prior to the holiday or the employee's first scheduled work day after the holiday.

b. For each holiday not worked, an employee shall be paid the employee's regular rate of pay times the number of hours the employee normally would have been scheduled to work.

c. When a holiday falls on an employee's regularly scheduled day off, the employee shall receive another paid day off at a time agreed to by the employee and the department head. If the holiday is not taken within thirty (30) working days, it will be paid out at the wage rate for which it was earned.

d. A department head may require any employee to work on a holiday. Any employee who works on a holiday shall be paid holiday pay plus 1½ times the employee's regular rate of pay for the hours worked. In lieu of holiday pay, an employee required to work on a holiday may elect to take an extra day of vacation, at a time agreed to by the employee and department head.

9.3 Weekend holidays

When a holiday falls on a Saturday, the proceeding Friday will be observed. When a holiday falls on a Sunday, the following Monday will be observed.

9.4 Personal days

In addition to the holidays designated in Section 9.1, full-time employees shall receive two unscheduled holidays, or personal days, each calendar year scheduled at a time agreed to by the employee and department head. An employee hired between January 1 and June 30 in a calendar year shall receive two personal days; an employee hired between July 1 and December 31 in a calendar year shall receive one personal day. Employees in the County Attorney's Office will transition accruing personal days from anniversary year to calendar year. Current full-time employees in the County Attorney's Office with a service anniversary from July 1 to December 31, 2005 will receive one personal day during that time and will receive two personal days effective January 1, 2006.

ARTICLE 10

VACATION

10.1 Eligibility

Every full-time employee accrues vacation as follows:

During the first year of employment through the fourth year.....Two weeks

During the fifth through the ninth year .....Three weeks

During the tenth through nineteenth year .....Four weeks

During the twentieth or later years ..... Five weeks

Earned vacation will be prorated biweekly according to time worked. All holidays and paid leaves count as time worked. Calendar year-to-date vacation use and accumulation balance shall appear on employees' pay checks.

10.2 When vacation must be taken; forfeiture

Vacation may be accumulated at any one time up to a maximum equal to the employee's annual accrual amount, plus 2 weeks. Vacation in excess of this amount shall be forfeited, and the employee shall accrue no additional vacation until the total accumulation is reduced below the maximum amount.

10.3 Vacation pay

Vacation pay will be the employee's normal pay for the day or week for which the employee would have been regularly scheduled to work.

10.4 Choice of vacation period

Requests for vacation must be made in writing to the department head three (3) weeks in advance, but may not be made more than one hundred eighty (180) days in advance from the start of the vacation period requested. The department head may waive the three-week requirement, and shall not unreasonably refuse to do so.

Scheduled vacation shall not be changed except due to an emergency of the employer or employee, or by an employee request which is submitted no later than 2 weeks before the vacation period unless a circumstance of the employee arises which would be applicable to a different paid leave prior to the start of the vacation in which event the two week requirement is waived. The department head may deny an employee's request for vacation if the department head determines that approval of the request would render the department understaffed. Vacations will be scheduled by the department head on a first-asked, first-granted basis. The department head shall reply in writing to vacation requests within 5 days from the date the request is submitted. Vacation may not be taken in less than one-half hour increments unless it is being used pursuant to Article 16, Emergencies.

10.5 Holidays during vacation

If a recognized paid holiday falls during an employee's time off work due to vacation, the holiday shall be counted as a holiday instead of vacation.

10.6 Terminations

Upon resignation or termination from county service, an employee shall be paid for all unused vacation left at the time of termination; however, an employee who is discharged for cause or who quits without a minimum of 14 calendar days notice shall forfeit vacation pay.

10.7 Co-worker aid fund

a. Purpose

An employee may voluntarily donate vacation to a co-worker in the same department 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 sick leave at least two consecutive weeks and exhausted their own accrued sick leave during that time.

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 10.7. 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.

ARTICLE 11

INSURANCE

11.1 Health Insurance

All employees who select the county health care benefit plan shall be enrolled in a policy equal to that in effect on January 1, 2003 (Wellmark Blue Cross/Blue Shield Alliance Select Preferred Provider Organization) subject to the plan booklet details and exceptions, and the following minimum benefits for a calendar year period. Such coverage includes chiropractic services. The Employer shall pay the entire premium cost of single coverage for full-time benefit eligible employees. Contribution share rates for full time benefit eligible employees electing family coverage (includes same gender domestic partner).are $12.50 per month effective July 1, 2005 and $20.00 per month effective July 1, 2006.

Deductible	$100 single $200 family (aggregate* maximum)

Deductible waived for routine office calls, out-patient procedures, normal newborn care, and one routine annual physical. Deductibles are the same for network or non-network providers.

Out-of-Pocket Maximum	$500 single $1000 family (aggregate* maximum)

Out-of-pocket maximums include deductible amounts. Out-of-pocket maximums are the same for network or non-network providers.

*Aggregate shall mean amounts accumulated on behalf of any combination of family members.

Co-Insurance	90% / 10% employee in-network 80% / 20% employee non-network
Prescription Drugs	Included with medical expenses at 80/20 coinsurance. No separate deductible, out-of-pocket maximum, or co-pay.
Lifetime Maximum Benefit Per Person	$1,000,000 $15,000 limit on infertility services

11.2 Dental Insurance

The Employer shall pay the entire monthly single premium cost for full-time employee dental coverage. An employee selecting family dental shall pay the dependent coverage portion of the monthly premium. Dental insurance coverage shall include the following minimum benefits for a calendar year benefit period:

Check-ups and teeth cleaning	no deductible 0% employee co-insurance
Cavity repair and tooth extractions	deductible applies 20% employee co-insurance
Root canals	deductible applies 20% employee co-insurance
Gum and bone disease	deductible applies 20% to 50% employee co-insurance depending upon procedure
High cost restorations (crowns)	deductible applies 20% employee co-insurance
Dentures and bridges	deductible applies 50% employee co-insurance
Orthodontics	deductible applies 50% employee co-insurance

Deductibles for a benefit period are $25 single and $75 family. The maximum benefit is $750 per eligible member for any benefit period, except orthodontics which has a $750 lifetime maximum per member.

11.3 Life Insurance

The Employer shall pay the premium for life insurance in an amount equal to 100% of an employee's annual salary rounded up to the next $1,000. The coverage shall include double indemnity for accidental death and dismemberment. This coverage will decrease when the employee retires or reaches age 65 to 67% and decrease again at age 70 to 45%.

11.4 Disability Insurance

The Employer shall pay the premium for disability insurance which provides for disability payments of 67% of the full-time employee's gross salary after a 126 calendar day waiting period. The maximum monthly benefit shall be $4,000 and the minimum monthly benefit shall be $50. The monthly benefit received is reduced by any other income benefits, including social security disability-retirement-worker's compensation, as defined by the coverage. The maximum benefit period shall be 24 months which shall have a phased reduction beginning at age 66 to a maximum benefit period at age 69 or over to a period of 12 months. Employees may purchase disability insurance with longer-term benefit periods at the employee's cost through the county at group rates.

11.5 Worker's Compensation

Employees may supplement worker's compensation benefits with accrued sick leave, personal day hours, 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.

11.6 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.

ARTICLE 12

MILEAGE REIMBURSEMENT

Mileage will be paid at the maximum rate allowed by the county for all employer-required use of an employee's vehicle.

ARTICLE 13

INJURIES/REPORT

An employee injured due to work, or during work hours, must report the injury 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 the obligation to complete an incident report in accord with departmental rules; the employer shall make available to the employee an appropriate incident report form to make such report.

ARTICLE 14

SAFETY

Employees may raise questions concerning overall safety of the work place environment, and the employer shall recognize and encourage this review by making reasonable time available to the affected employees for investigation of reported concerns.

ARTICLE 15

TRAINING, PHYSICAL EXAMS: PAYMENT OF EXPENSES

The employer shall pay the full costs of any employer-required job training, and any uninsured cost of employer-required physical examinations.

ARTICLE 16

EMERGENCIES

All employees, including probationary employees, who are unable to report to work due to severe weather, personal emergency or other good cause may use earned compensatory time, vacation, or leave of absence without pay. The department head may not refuse such requests without good cause. Employees may also make up lost work time due to such emergencies with approval of the department head within the same work week or same pay period provided it does not result in overtime pay for the employee.

ARTICLE 17

VISITATION

The union's business representative, previously identified to the county's designated representative, may visit the departments or offices to ascertain that this contract is being honored. The representative may not interfere with the employer's operation.

ARTICLE 18

PERSONNEL FILES

18.1 Inspection/response

An employee may inspect his personnel file at reasonable times. An employee may respond to anything in his file in writing; such response shall be part of the file.

18.2 Access

Access to personnel files shall be limited to authorized management personnel, the employee and anyone authorized by the employee.

18.3 Copies

Upon notice and at the employee's expense, the employer shall make copies of the employee's personnel file for the employee.

18.4 Grievance proceedings

The employer, upon request of a grievant, must furnish free a copy of any material in the grievant's personnel file.

ARTICLE 19

DUES CHECKOFF

19.1 Authorization

Upon receipt of an employee's authorization on the form attached hereto, the county will deduct the regular monthly employee organization dues from the employee's paycheck every month, and remit this amount by the 15th of the next month to the employee organization with a list of employees from whose paychecks the deductions were made. The list shall indicate the name, current address, hourly rate of pay, and amount of dues deducted for each employee for whom dues have been withheld noting any additions or deletions from the previous month with a short notation as to the reason for the deletion. The employee organization will notify the county in writing of the exact dollar amount of dues to be deducted. The county may require up to 30 days from receipt of the authorization before the deduction is made. The employee may revoke the authorization in writing at any time by giving 30 days written notice.

19.2 Indemnification/hold harmless

The employee organization agrees to indemnify and hold the county harmless against any and all claims, suits, orders or judgments brought or issued against the county as the result of any action taken or not taken by the county pursuant to this clause.

ARTICLE 20

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 three members of the bargaining unit and three 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 one week in advance of a meeting of selected members, unless the members have not changed.

Committee meetings shall be held at the request of either union or employer, at a time and place agreed upon at least two weeks prior. 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 majority vote of a quorum.

ARTICLE 21

STEWARDS

The employer recognizes the right of a union to elect stewards from among workers in the unit. A written list of the names of the stewards or designated representatives of the union, employed by the county, will be furnished the employer by the union after their designation and all changes in the representation shall be given to the employer by the union.

ARTICLE 22

SAVINGS CLAUSE

If any part of this contract is held unlawful or unenforceable by any court of competent jurisdiction, that decision shall apply only to the part specified in the decision.

ARTICLE 23

JOB CLASSIFICATIONS

23.1 New classifications

Appendix A is part of this agreement. The employer retains the right to add new job classifications or delete job classifications. If the employer adds a new job classification the employer will provide the union with notice and opportunity to bargain the wage rate and other relevant contract terms. If no agreement is reached between the parties, the dispute shall be submitted to an independent arbitrator for resolution. Disputes as to the inclusion or exclusion of a position within the bargaining unit shall be submitted to the Iowa Public Employment Relations Board for resolution.

23.2 Job reclassifications

Job classifications assigned to employees at the beginning of each contract year shall not be changed unless the union receives notice 30 days prior to the proposed reclassification. Classification changes are subject to the grievance procedure.

ARTICLE 24

WAGES/LONGEVITY PAY

24.1 2005-2007 Wages

a. Effective July 1, 2005, employees shall receive the hourly amount indicated in Appendix B for their classification and seniority, plus any longevity pay for which they are eligible. The amounts in Appendix B reflect an across-the-board increase of two percent (2 %) for all pay grades from the 2004 – 2005 collective bargaining agreement.

b. Effective January 1, 2006, employees shall receive the hourly amount indicated in Appendix C for their classification and seniority, plus any longevity pay for which they are eligible. The amounts in Appendix C reflect an additional across-the-board increase of two percent (2 %) for all pay grades from Appendix B.

c. Effective July 1, 2006, employees shall receive the hourly amount indicated in Appendix D for their classification and seniority, plus any longevity pay for which they are eligible. The amounts in Appendix D reflect an additional across-the-board increase of three and one quarter percent (3.25 %) for all pay grades from Appendix C.

d. Red-circled wages

Employees whose wage rates (not including longevity pay) on June 30, 2005 projected over the next six months would exceed the hourly amount provided in Section 24.1(a) for Appendix B shall receive 65 percent (65%) of the hourly increase set forth in the above sections plus longevity pay.

24.2 Longevity pay

Eligibility guidelines for, and amounts of, longevity pay are set forth in Appendix E. Eligible part-time employees shall receive half the longevity pay specified in Appendix

E. Eligible employees shall receive longevity pay in a lump sum on the last pay day in November (based on seniority pay eligibility as of November 1), or in a lump sum upon termination of employment, whichever is earlier.

24.3 Payday

Employees are paid every other Friday for hours worked through the previous Saturday. In the event payday falls on a holiday, paychecks shall be issued on the last workday prior to the holiday.

ARTICLE 25

SAFETY AND HEALTH

Prior to the implementation of any Employer-proposed health or safety rules in the workplace, such rules shall be reviewed by the Labor-Management Committee.

ARTICLE 26

EFFECTIVE PERIOD AND SIGNATURES

This contract shall be effective July 1, 2005 and remain in effect until June 30, 2007.

This contract shall be renewed year-to-year after June 30, 2007, unless either party gives notice in writing of a desired change in this contract no later than November 1 of the year immediately prior to the expiration date of this contract.

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives this 15th of June, 2005.

JOHNSON COUNTY, IOWA	PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES LOCAL 2003 IBPAT
By its Board of Supervisors	By its bargaining team
Sally Stutsman Chairperson	Jann A. Frank
P. J. Kamey	
Rod Sullivan	
Mike Lehman	
Terrence D. Neuzil	
By its bargaining representative	By its representative
Judith Perkins	Joseph C Rasmussen

APPENDIX A

JOB CLASSIFICATIONS

Pay grade	Job Classification
1	
2	Custodian
3	Clerk I
4	Secretary I
5	Elections Technician I
6	Clerk II
7	Account Clerk I
7	Maintenance Worker I
8	
9	Elections Technician II
10	
11	Account Clerk II
11	Map Delineator
11	Secretary II
11	Zoning Aide
12	Clerk III
12	Elections Technician III
13	Child Support Recovery Officer
13	Computer Operator
13	Legal Assistant
13	Maintenance Worker II
13	Social Work Associate
13	Victim Witness Coordinator
14	Programmer
15	
16	

APPENDIX B
2005-2007 HOURLY WAGE RATES
Effective July 1, 2005 through December 31, 2005
2.00%

Grade 2

Custodian

July 1, 2005	Start	6 months	1 year	2 years	3 years	5 years
	$ 10.69	$ 11.23	$ 11.76	$ 12.28	$ 12.79	$ 13.09
1950	$ 20,845.50	$ 21,898.50	$ 22,932.00	$ 23,946.00	$ 24,940.50	$ 25,525.50
2080	$ 22,235.20	$ 23,358.40	$ 24,460.80	$ 25,542.40	$ 26,603.20	$ 27,227.20

Grade 3

Clerk I

July 1, 2005	Start	6 months	1 year	2 years	3 years	5 years
	$ 11.00	$ 11.52	$ 12.06	$ 12.57	$ 13.11	$ 13.40
1950	$ 21,450.00	$ 22,464.00	$ 23,517.00	$ 24,511.50	$ 25,564.50	$ 26,130.00
2080	$ 22,880.00	$ 23,961.60	$ 25,084.80	$ 26,145.60	$ 27,268.80	$ 27,872.00

Grade 4

Secretary I

July 1, 2005	Start	6 months	1 year	2 years	3 years	5 years
	$ 12.28	$ 12.79	$ 13.34	$ 13.86	$ 14.37	$ 14.67
1950	$ 23,946.00	$ 24,940.50	$ 26,013.00	$ 27,027.00	$ 28,021.50	$ 28,606.50
2080	$ 25,542.40	$ 26,603.20	$ 27,747.20	$ 28,828.80	$ 29,889.60	$ 30,513.60

Grade 5

Elections Technician I

July 1, 2005	Start	6 months	1 year	2 years	3 years	5 years
	$ 12.52	$ 13.04	$ 13.57	$ 14.08	$ 14.61	$ 14.90
1950	$ 24,414.00	$ 25,428.00	$ 26,461.50	$ 27,456.00	$ 28,489.50	$ 29,055.00
2080	$ 26,041.60	$ 27,123.20	$ 28,225.60	$ 29,286.40	$ 30,388.80	$ 30,992.00

APPENDIX B (Continued)
page 2

Grade 6

Clerk II

July 1, 2005	Start	6 months	1 year	2 years	3 years	5 years
	$ 12.67	$ 13.17	$ 13.70	$ 14.24	$ 14.78	$ 15.07
1950	$ 24,706.50	$ 25,681.50	$ 26,715.00	$ 27,768.00	$ 28,821.00	$ 29,386.50
2080	$ 26,353.60	$ 27,393.60	$ 28,496.00	$ 29,619.20	$ 30,742.40	$ 31,345.60

Grade 7

Account Clerk I Maintenance Worker I

July 1, 2005	Start	6 months	1 year	2 years	3 years	5 years
	$ 12.67	$ 13.19	$ 13.73	$ 14.28	$ 14.85	$ 15.15
1950	$ 24,706.50	$ 25,720.50	$ 26,773.50	$ 27,846.00	$ 28,957.50	$ 29,542.50
2080	$ 26,353.60	$ 27,435.20	$ 28,558.40	$ 29,702.40	$ 30,888.00	$ 31,512.00

Grade 8

July 1, 2005	Start	6 months	1 year	2 years	3 years	5 years
	$ 12.79	$ 13.36	$ 13.92	$ 14.44	$ 14.97	$ 15.27
1950	$ 24,940.50	$ 26,052.00	$ 27,144.00	$ 28,158.00	$ 29,191.50	$ 29,776.50
2080	$ 26,603.20	$ 27,788.80	$ 28,953.60	$ 30,035.20	$ 31,137.60	$ 31,761.60

Grade 9

Elections Technician II

July 1, 2005	Start	6 months	1 year	2 years	3 years	5 years
	$ 12.96	$ 13.52	$ 14.03	$ 14.60	$ 15.15	$ 15.44
1950	$ 25,272.00	$ 26,364.00	$ 27,358.50	$ 28,470.00	$ 29,542.50	$ 30,108.00
2080	$ 26,956.80	$ 28,121.60	$ 29,182.40	$ 30,368.00	$ 31,512.00	$ 32,115.20

Grade 11

Account Clerk II Map Delineator Secretary II Zoning Aide

July 1, 2005	Start	6 months	1 year	2 years	3 years	5 years
	$ 13.37	$ 13.86	$ 14.34	$ 14.84	$ 15.29	$ 15.59
1950	$ 26,071.50	$ 27,027.00	$ 27,963.00	$ 28,938.00	$ 29,815.50	$ 30,400.50
2080	$ 27,809.60	$ 28,828.80	$ 29,827.20	$ 30,867.20	$ 31,803.20	$ 32,427.20

APPENDIX B (Continued)
page 3

Grade 12

Clerk III Elections Technician III

July 1, 2005	Start	6 months	1 year	2 years	3 years	5 years
	$ 14.35	$ 14.84	$ 15.30	$ 15.78	$ 16.26	$ 16.55
1950	$ 27,982.50	$ 28,938.00	$ 29,835.00	$ 30,771.00	$ 31,707.00	$ 32,272.50
2080	$ 29,848.00	$ 30,867.20	$ 31,824.00	$ 32,822.40	$ 33,820.80	$ 34,424.00

Grade 13

Computer Operator Victim Witness Coordinator Maintenance Worker II
Child Support Recovery Officer Social Work Associate Legal Assistant

July 1, 2005	Start	6 months	1 year	2 years	3 years	5 years
	$ 16.12	$ 16.42	$ 16.76	$ 17.07	$ 17.39	$ 17.69
1950	$ 31,434.00	$ 32,019.00	$ 32,682.00	$ 33,286.50	$ 33,910.50	$ 34,495.50
2080	$ 33,529.60	$ 34,153.60	$ 34,860.80	$ 35,505.60	$ 36,171.20	$ 36,795.20

Grade 14

Programmer

July 1, 2005	Start	6 months	1 year	2 years	3 years	5 years
	$ 20.74	$ 21.14	$ 21.54	$ 21.96	$ 22.38	$ 22.68
1950	$ 40,443.00	$ 41,223.00	$ 42,003.00	$ 42,822.00	$ 43,641.00	$ 44,226.00
2080	$ 43,139.20	$ 43,971.20	$ 44,803.20	$ 45,676.80	$ 46,550.40	$ 47,174.40

Grade 15

July 1, 2005	Start	6 months	1 year	2 years	3 years	5 years
	$ 22.74	$ 23.22	$ 23.72	$ 24.23	$ 24.74	$ 25.03
1950	$ 44,343.00	$ 45,279.00	$ 46,254.00	$ 47,248.50	$ 48,243.00	$ 48,808.50
2080	$ 47,299.20	$ 48,297.60	$ 49,337.60	$ 50,398.40	$ 51,459.20	$ 52,062.40

Grade 16

July 1, 2005	Start	6 months	1 year	2 years	3 years	5 years
	$ 24.53	$ 25.02	$ 25.51	$ 26.01	$ 26.52	$ 26.83
1950	$ 47,833.50	$ 48,789.00	$ 49,744.50	$ 50,719.50	$ 51,714.00	$ 52,318.50
2080	$ 51,022.40	$ 52,041.60	$ 53,060.80	$ 54,100.80	$ 55,161.60	$ 55,806.40

APPENDIX C
2005-2007 HOURLY WAGE RATES
Effective January 1, 2006 through June 30, 2006
2.00%

Grade 2

Custodian

January 1, 2006	Start	6 months	1 year	2 years	3 years	5 years
	$ 10.90	$ 11.45	$ 12.00	$ 12.53	$ 13.05	$ 13.35
1950	$ 21,255.00	$ 22,327.50	$ 23,400.00	$ 24,433.50	$ 25,447.50	$ 26,032.50
2080	$ 22,672.00	$ 23,816.00	$ 24,960.00	$ 26,062.40	$ 27,144.00	$ 27,768.00

Grade 3

Clerk I

January 1, 2006	Start	6 months	1 year	2 years	3 years	5 years
	$ 11.22	$ 11.75	$ 12.30	$ 12.82	$ 13.37	$ 13.67
1950	$ 21,879.00	$ 22,912.50	$ 23,985.00	$ 24,999.00	$ 26,071.50	$ 26,656.50
2080	$ 23,337.60	$ 24,440.00	$ 25,584.00	$ 26,665.60	$ 27,809.60	$ 28,433.60

Grade 4

Secretary I

January 1, 2006	Start	6 months	1 year	2 years	3 years	5 years
	$ 12.53	$ 13.05	$ 13.61	$ 14.14	$ 14.66	$ 14.96
1950	$ 24,433.50	$ 25,447.50	$ 26,539.50	$ 27,573.00	$ 28,587.00	$ 29,172.00
2080	$ 26,062.40	$ 27,144.00	$ 28,308.80	$ 29,411.20	$ 30,492.80	$ 31,116.80

Grade 5

Elections Technician I

January 1, 2006	Start	6 months	1 year	2 years	3 years	5 years
	$ 12.77	$ 13.30	$ 13.84	$ 14.36	$ 14.90	$ 15.20
1950	$ 24,901.50	$ 25,935.00	$ 26,988.00	$ 28,002.00	$ 29,055.00	$ 29,640.00
2080	$ 26,561.60	$ 27,664.00	$ 28,787.20	$ 29,868.80	$ 30,992.00	$ 31,616.00

APPENDIX C (Continued)
page 2

Grade 6

Clerk II

January 1, 2006	Start	6 months	1 year	2 years	3 years	5 years
	$ 12.92	$ 13.43	$ 13.97	$ 14.52	$ 15.08	$ 15.37
1950	$ 25,194.00	$ 26,188.50	$ 27,241.50	$ 28,314.00	$ 29,406.00	$ 29,971.50
2080	$ 26,873.60	$ 27,934.40	$ 29,057.60	$ 30,201.60	$ 31,366.40	$ 31,969.60

Grade 7

Account Clerk I Maintenance Worker I

January 1, 2006	Start	6 months	1 year	2 years	3 years	5 years
	$ 12.92	$ 13.45	$ 14.00	$ 14.57	$ 15.15	$ 15.45
1950	$ 25,194.00	$ 26,227.50	$ 27,300.00	$ 28,411.50	$ 29,542.50	$ 30,127.50
2080	$ 26,873.60	$ 27,976.00	$ 29,120.00	$ 30,305.60	$ 31,512.00	$ 32,136.00

Grade 8

January 1, 2006	Start	6 months	1 year	2 years	3 years	5 years
	$ 13.05	$ 13.63	$ 14.20	$ 14.73	$ 15.27	$ 15.58
1950	$ 25,447.50	$ 26,578.50	$ 27,690.00	$ 28,723.50	$ 29,776.50	$ 30,381.00
2080	$ 27,144.00	$ 28,350.40	$ 29,536.00	$ 30,638.40	$ 31,761.60	$ 32,406.40

Grade 9

Elections Technician II

January 1, 2006	Start	6 months	1 year	2 years	3 years	5 years
	$ 13.22	$ 13.79	$ 14.31	$ 14.89	$ 15.45	$ 15.75
1950	$ 25,779.00	$ 26,890.50	$ 27,904.50	$ 29,035.50	$ 30,127.50	$ 30,712.50
2080	$ 27,497.60	$ 28,683.20	$ 29,764.80	$ 30,971.20	$ 32,136.00	$ 32,760.00

Grade 11

Account Clerk II Map Delineator Secretary II Zoning Aide

January 1, 2006	Start	6 months	1 year	2 years	3 years	5 years
	$ 13.64	$ 14.14	$ 14.63	$ 15.14	$ 15.60	$ 15.90
1950	$ 26,598.00	$ 27,573.00	$ 28,528.50	$ 29,523.00	$ 30,420.00	$ 31,005.00
2080	$ 28,371.20	$ 29,411.20	$ 30,430.40	$ 31,491.20	$ 32,448.00	$ 33,072.00

APPENDIX C (Continued)
page 3

Grade 12

Clerk III Elections Technician III

January 1, 2006	Start	6 months	1 year	2 years	3 years	5 years
	$ 14.64	$ 15.14	$ 15.61	$ 16.10	$ 16.59	$ 16.88
1950	$ 28,548.00	$ 29,523.00	$ 30,439.50	$ 31,395.00	$ 32,350.50	$ 32,916.00
2080	$ 30,451.20	$ 31,491.20	$ 32,468.80	$ 33,488.00	$ 34,507.20	$ 35,110.40

Grade 13

Computer Operator Victim Witness Coordinator Maintenance Worker II
Child Support Recovery Officer Social Work Associate Legal Assistant

January 1, 2006	Start	6 months	1 year	2 years	3 years	5 years
	$ 16.44	$ 16.75	$ 17.10	$ 17.41	$ 17.74	$ 18.04
1950	$ 32,058.00	$ 32,662.50	$ 33,345.00	$ 33,949.50	$ 34,593.00	$ 35,178.00
2080	$ 34,195.20	$ 34,840.00	$ 35,568.00	$ 36,212.80	$ 36,899.20	$ 37,523.20

Grade 14

Programmer

January 1, 2006	Start	6 months	1 year	2 years	3 years	5 years
	$ 21.15	$ 21.56	$ 21.97	$ 22.40	$ 22.83	$ 23.13
1950	$ 41,242.50	$ 42,042.00	$ 42,841.50	$ 43,680.00	$ 44,518.50	$ 45,103.50
2080	$ 43,992.00	$ 44,844.80	$ 45,697.60	$ 46,592.00	$ 47,486.40	$ 48,110.40

Grade 15

January 1, 2006	Start	6 months	1 year	2 years	3 years	5 years
	$ 23.19	$ 23.68	$ 24.19	$ 24.71	$ 25.23	$ 25.53
1950	$ 45,220.50	$ 46,176.00	$ 47,170.50	$ 48,184.50	$ 49,198.50	$ 49,783.50
2080	$ 48,235.20	$ 49,254.40	$ 50,315.20	$ 51,396.80	$ 52,478.40	$ 53,102.40

Grade 16

January 1, 2006	Start	6 months	1 year	2 years	3 years	5 years
	$ 25.02	$ 25.52	$ 26.02	$ 26.53	$ 27.05	$ 27.37
1950	$ 48,789.00	$ 49,764.00	$ 50,739.00	$ 51,733.50	$ 52,747.50	$ 53,371.50
2080	$ 52,041.60	$ 53,081.60	$ 54,121.60	$ 55,182.40	$ 56,264.00	$ 56,929.60

APPENDIX D
2005-2007 HOURLY WAGE RATES
Effective July 1, 2006 through June 30, 2007
3.25%

Grade 2

Custodian

July 1, 2006	Start	6 months	1 year	2 years	3 years	5 years
	$ 11.25	$ 11.82	$ 12.39	$ 12.94	$ 13.47	$ 13.78
1950	$ 21,937.50	$ 23,049.00	$ 24,160.50	$ 25,233.00	$ 26,266.50	$ 26,871.00
2080	$ 23,400.00	$ 24,585.60	$ 25,771.20	$ 26,915.20	$ 28,017.60	$ 28,662.40

Grade 3

Clerk I

July 1, 2006	Start	6 months	1 year	2 years	3 years	5 years
	$ 11.58	$ 12.13	$ 12.70	$ 13.24	$ 13.80	$ 14.11
1950	$ 22,581.00	$ 23,653.50	$ 24,765.00	$ 25,818.00	$ 26,910.00	$ 27,514.50
2080	$ 24,086.40	$ 25,230.40	$ 26,416.00	$ 27,539.20	$ 28,704.00	$ 29,348.80

Grade 4

Secretary I

July 1, 2006	Start	6 months	1 year	2 years	3 years	5 years
	$ 12.94	$ 13.47	$ 14.05	$ 14.60	$ 15.14	$ 15.45
1950	$ 25,233.00	$ 26,266.50	$ 27,397.50	$ 28,470.00	$ 29,523.00	$ 30,127.50
2080	$ 26,915.20	$ 28,017.60	$ 29,224.00	$ 30,368.00	$ 31,491.20	$ 32,136.00

Grade 5

Elections Technician I

July 1, 2006	Start	6 months	1 year	2 years	3 years	5 years
	$ 13.19	$ 13.73	$ 14.29	$ 14.83	$ 15.38	$ 15.69
1950	$ 25,720.50	$ 26,773.50	$ 27,865.50	$ 28,918.50	$ 29,991.00	$ 30,595.50
2080	$ 27,435.20	$ 28,558.40	$ 29,723.20	$ 30,846.40	$ 31,990.40	$ 32,635.20

APPENDIX D (Continued)
page 2

Grade 6

Clerk II

July 1, 2006	Start	6 months	1 year	2 years	3 years	5 years
	$ 13.34	$ 13.87	$ 14.42	$ 14.99	$ 15.57	$ 15.87
1950	$ 26,013.00	$ 27,046.50	$ 28,119.00	$ 29,230.50	$ 30,361.50	$ 30,946.50
2080	$ 27,747.20	$ 28,849.60	$ 29,993.60	$ 31,179.20	$ 32,385.60	$ 33,009.60

Grade 7

Account Clerk I Maintenance Worker I

July 1, 2006	Start	6 months	1 year	2 years	3 years	5 years
	$ 13.34	$ 13.89	$ 14.46	$ 15.04	$ 15.64	$ 15.95
1950	$ 26,013.00	$ 27,085.50	$ 28,197.00	$ 29,328.00	$ 30,498.00	$ 31,102.50
2080	$ 27,747.20	$ 28,891.20	$ 30,076.80	$ 31,283.20	$ 32,531.20	$ 33,176.00

Grade 8

July 1, 2006	Start	6 months	1 year	2 years	3 years	5 years
	$ 13.47	$ 14.07	$ 14.66	$ 15.21	$ 15.77	$ 16.09
1950	$ 26,266.50	$ 27,436.50	$ 28,587.00	$ 29,659.50	$ 30,751.50	$ 31,375.50
2080	$ 28,017.60	$ 29,265.60	$ 30,492.80	$ 31,636.80	$ 32,801.60	$ 33,467.20

Grade 9

Elections Technician II

July 1, 2006	Start	6 months	1 year	2 years	3 years	5 years
	$ 13.65	$ 14.24	$ 14.78	$ 15.37	$ 15.95	$ 16.26
1950	$ 26,617.50	$ 27,768.00	$ 28,821.00	$ 29,971.50	$ 31,102.50	$ 31,707.00
2080	$ 28,392.00	$ 29,619.20	$ 30,742.40	$ 31,969.60	$ 33,176.00	$ 33,820.80

Grade 11

Account Clerk II Map Delineator Secretary II Zoning Aide

July 1, 2006	Start	6 months	1 year	2 years	3 years	5 years
	$ 14.08	$ 14.60	$ 15.11	$ 15.63	$ 16.11	$ 16.42
1950	$ 27,456.00	$ 28,470.00	$ 29,464.50	$ 30,478.50	$ 31,414.50	$ 32,019.00
2080	$ 29,286.40	$ 30,368.00	$ 31,428.80	$ 32,510.40	$ 33,508.80	$ 34,153.60

APPENDIX D (Continued)
page 3

Grade 12

Clerk III Elections Technician III

July 1, 2006	Start	6 months	1 year	2 years	3 years	5 years
	$ 15.12	$ 15.63	$ 16.12	$ 16.62	$ 17.13	$ 17.43
1950	$ 29,484.00	$ 30,478.50	$ 31,434.00	$ 32,409.00	$ 33,403.50	$ 33,988.50
2080	$ 31,449.60	$ 32,510.40	$ 33,529.60	$ 34,569.60	$ 35,630.40	$ 36,254.40

Grade 13

Computer Operator Victim Witness Coordinator Maintenance Worker II
Child Support Recovery Officer Social Work Associate Legal Assistant

July 1, 2006	Start	6 months	1 year	2 years	3 years	5 years
	$ 16.97	$ 17.29	$ 17.66	$ 17.98	$ 18.32	$ 18.63
1950	$ 33,091.50	$ 33,715.50	$ 34,437.00	$ 35,061.00	$ 35,724.00	$ 36,328.50
2080	$ 35,297.60	$ 35,963.20	$ 36,732.80	$ 37,398.40	$ 38,105.60	$ 38,750.40

Grade 14

Programmer

July 1, 2006	Start	6 months	1 year	2 years	3 years	5 years
	$ 21.84	$ 22.26	$ 22.68	$ 23.13	$ 23.57	$ 23.88
1950	$ 42,588.00	$ 43,407.00	$ 44,226.00	$ 45,103.50	$ 45,961.50	$ 46,566.00
2080	$ 45,427.20	$ 46,300.80	$ 47,174.40	$ 48,110.40	$ 49,025.60	$ 49,670.40

Grade 15

July 1, 2006	Start	6 months	1 year	2 years	3 years	5 years
	$ 23.94	$ 24.45	$ 24.98	$ 25.51	$ 26.05	$ 26.36
1950	$ 46,683.00	$ 47,677.50	$ 48,711.00	$ 49,744.50	$ 50,797.50	$ 51,402.00
2080	$ 49,795.20	$ 50,856.00	$ 51,958.40	$ 53,060.80	$ 54,184.00	$ 54,828.80

Grade 16

July 1, 2006	Start	6 months	1 year	2 years	3 years	5 years
	$ 25.83	$ 26.35	$ 26.87	$ 27.39	$ 27.93	$ 28.26
1950	$ 50,368.50	$ 51,382.50	$ 52,396.50	$ 53,410.50	$ 54,463.50	$ 55,107.00
2080	$ 53,726.40	$ 54,808.00	$ 55,889.60	$ 56,971.20	$ 58,094.40	$ 58,780.80

APPENDIX E

LONGEVITY PAY

After 4 – 10 years:

$500.00/year

After 11 – 15 years:

$625.00/year

After 16 – 20 years:

$750.00/year

After 21 or more years:

$900.00/year

FORMS

Request for Transfer

Notice of Intent to Convert Sick Leave to Vacation

Authorization for Deduction of Union Dues

Job Vacancy Notice

REQUEST FOR TRANSFER

TO: JOHNSON COUNTY BOARD OF SUPERVISORS

DATE: _____

Pursuant to Article 5 (Transfers) of the collective bargaining agreement I hereby request a transfer of job assignments within the job classification

of _____

_____
Employee name (print)

_____
Employee signature

Received on _____ by _____
(Date) (Print)

_____
Recipient's signature

NOTICE OF INTENT TO CONVERT
SICK LEAVE TO VACATION

TO: _____
(Department Head)

I intend to convert _____ hours of accumulated sick leave to _____ hours vacation.

_____ _____
(Date) (Employee)

Approved _____ Disapproved _____ Date _____

Approved vacation must be taken by _____, _____

If disapproved, state reason:

_____ _____
(Date) (Department Head)

AUTHORIZATION FOR DEDUCTION OF UNION DUES

I hereby authorize Johnson County to deduct from my wages and transmit to Local Union No. 2003, International Brotherhood of Painters and Allied Trades, AFL-CIO, the amount designated by Local 2003 as regular monthly dues.

This authorization for deduction of union dues may be revoked only by giving 30 days written notice.

Signature: _____

Date: _____

Address: _____

Social Security No. : _____

JOB VACANCY

Johnson County
Administrative Bargaining Unit

Pursuant to Section 4.5, Johnson County Administrative Unit Collective Bargaining Agreement, members of the bargaining unit may bid for the following job vacancy:

Job Classification: _____

Department: _____

Hours of Work: _____
(Subject to change)

Pay grade: _____

Date First Posted: _____

Deadline for Bids: _____ **P.M.** _____
(time) (date)

Submit bids to: _____
(Name of person in department to whom bids should be submitted)

_____
(Address)

_____
(Telephone)

All bids for this vacancy must be in writing and submitted to the person identified above by the deadline shown.

(The job description for this position MUST be attached to this notice when posted.)

Office of the
Johnson County Attorney

Johnson County Courthouse • 417 South Clinton Street • P.O. Box 2450 • Iowa City, IA 52244
Phone (319) 339-6100 • Fax (319) 339-6149

J. Patrick White
County Attorney

Civil-Juvenile
Deborah Farmer
Janet M. Lyness
Andrew B. Chappe

Criminal
Anne M. Lahey
David V. Tillery
Linda M. Paulson
Rivka Sorensen
Karen D. Egerton
Michael D. Brennan
Emily A. Colby
M. Victoria Deming
Gwendolyn Jo McC

Child Support
Carol A. Turner
1-(888) 229-9223

May 1, 2001

Joe Rasmussen
PPME Local 2003 IBPAT
400 N Main Ave
PO Box 68
Alburnett, IA 52202

RE: Admin Unit collective bargaining agreement
Letter of understanding

Dear Joe:

This letter commemorates our understanding reached during negotiations on the 2001-2003 agreement:

The regular weekly hours of all of the employees of the Physical Plant will be increased from 37.5 hours per week to 40 hours per week effective July 1, 2001, except for Greg Loibl, who has requested to remain at 37.5 hours per week.

Please acknowledge your agreement below.

Very truly yours,

J. Patrick White
Johnson County Attorney

Bargaining Representative
for Johnson County

Agreed to on behalf of PPME Local 2003:

Joe Rasmussen

Joe Rasmussen
Bargaining Representative
PPME Local 2003

6-14-01
Date

Printed on recycled paper with soy ink.

JOHNSON COUNTY

Human Resources Department
Lora Shramek, SPHR – Administrator

December 13, 2004

Joe Rasmussen
PPME Local 2003
P.O. Box 69
Alburnett, IA 52202

RE: Johnson County Administrative Unit collective bargaining agreement Letter of Understanding

Dear Joe,

This letter commemorates our understanding reached during negotiations on the 2005-2006 collective bargaining agreement.

The Treasurer's Office will post a work schedule for two weeks that has daily start and end times that are staggered or different for employees in the same job classification. These start and end time slots will be posted for bid by seniority within the department for a work schedule effective February 1, 2005.

When a vacancy occurs in that job classification, the time slot will be reposted for bid by employees in that job classification within that department.

Please acknowledge your agreement below.

Sincerely,

Judith Perkins
Consultant

Bargaining Representative
For Johnson County

Agreed to on behalf of PPME Local 2003

Joe Rasmussen
Bargaining Representative
PPME Local 2003

1-11-05
Date

Johnson County Administration Bldg. • 913 South Dubuque St. • Iowa City, IA 52244-1350 • Phone (319)356-6003 • Fax (319)354-4213