

2021-2026

NEGOTIATED AGREEMENT

BETWEEN

JOHNSON COUNTY BOARD OF SUPERVISORS

AND

PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES, IUPAT

LOCAL 2003

(EMPLOYEES OF JOHNSON COUNTY

SECONDARY ROADS DEPARTMENT)

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JUL 27 2021

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COUNTY AUDITOR

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ARTICLE 1

RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for those employees of the JOHNSON COUNTY SECONDARY ROAD DEPARTMENT in the following bargaining unit:

INCLUDED: All employees of the Secondary Road Department.

EXCLUDED: County Engineer, First and Second Assistants to the County Engineer, Administrative Assistant, Maintenance Superintendent, Assistant Maintenance Superintendent, and Roadside Vegetation Manager.

ARTICLE 2

EQUAL OPPORTUNITY

The Employer and the Union agree that there will be no unlawful discrimination against any employee as to hiring or termination, wages, training, upgrading, promotion, transfer, layoff, discipline, or otherwise because of race, creed, color, national origin, sex, age, religion, or physical disability; nor will there be any effort or attempt to cause such discrimination. The Union agrees to cooperate fully in any affirmative action program or action undertaken by the Employer.

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ARTICLE 3

EMPLOYMENT STATUS

- 3.1 Probationary period: Each new employee shall be considered as on probation for a period of six (6) months. Salary will be paid at an hourly rate. Unless specified elsewhere in the collective bargaining agreement, probationary employees shall be eligible for the same benefits as regular employees, except that all qualifying periods must be met for insurance coverage, and probationary employees may be terminated during the probationary period for any reason without recourse to the grievance procedure. Upon satisfactory completion of the probationary period the employee will be entitled to all the rights and privileges granted all other full-time employees and the employee's term of employment will start as of the original employment date.
- 3.2 Regular/Temporary: Functional distinctions
- a. A regular employee performs a job determined by the employer to be ongoing or regular in nature.
 - b. A temporary employee performs a job determined by the employer to end at a definite or indefinite time.
 - c. Temporary employees, who perform jobs determined by the employer to end within four months of the date of hire, are not members of the bargaining unit.
- 3.3 Full-time/Part-time: work week distinctions and part-time benefits.
- a. A full-time employee works the normal work week as determined by the county engineer.
 - b. A part-time employee works less than the normal work week. Part-time employees may be eligible for the following benefits:
 - 1) Holidays: Available only to part-time employees working 20 or more hours per week. A part-time employee would receive one-half the amount of holiday pay that a full-time employee would receive.
 - 2) Vacations: Part-time employees working 20 or more hours per week shall be eligible for 50 percent of the full-time employee accrual rate.
 - 3) Sick Leave: Part-time employees working 20 or more hours per week shall be eligible for 50 percent of the full-time employee accrual rate.
 - 4) An employee who works fewer than 20 hours per week is not eligible for benefits.

ARTICLE 4

JOB POSTING

No permanent vacancy or newly created job classification in the bargaining unit shall be filled by hire until such vacancy has been posted on all union bulletin boards for a period of 5 working days, and present employees in the bargaining unit have had the opportunity to apply for such position by submitting a Job Interest Form and have had their applications considered. Written notification will be given to all unsuccessful bargaining unit applicants within 5 days following selection. Qualified applicants outside of the unit may be considered by the employer after the 5-day period. Qualifications shall be the primary consideration in determining the successful applicant. Where qualifications are equal, bargaining unit seniority shall govern.

In job classifications which have assigned geographic districts, employees currently in that job classification may request a lateral transfer from one district to a different district. The most senior employee's transfer request shall be granted before other employees are considered for vacancies in that job classification pursuant to the above bidding procedures, unless the Engineer provides written just cause for denial of the transfer request. ("Just cause for denial" includes the applicant's demonstrable lack of necessary skills to perform the work in the hiring District.)

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ARTICLE 5

WORKING HOURS

- 5.1 The work week is from 12:01 a.m. Sunday to the following Saturday at midnight. The normal workday is from 7:30 a.m. to 12:00 p.m., and 12:30 p.m. to 4:00 p.m. However, inspection personnel shall work contractor's hours and days.
- 5.2 Overtime: Time and one-half the employee's regular hourly rate of pay shall be paid for work performed in excess of forty (40) hours in any work week. Employees may elect per payroll period by so indicating on the employee's timesheet to receive overtime compensation in either cash payment or compensatory time off. When an employee does not indicate an election, overtime shall be in cash payment. Employees may accumulate up to sixty (60) hours of compensatory time per calendar year. Comp time off shall be scheduled with approval of the County Engineer or his/her designee. Any compensatory time in excess of sixteen (16) hours not used by December 31 of each calendar year shall be paid to the employee in January. Up to sixteen (16) hours of compensatory time may be carried into the next calendar year. These hours become part of the (60) hour annual cap.
- For the purposes of computing overtime, all hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.
- Overtime shall be assigned by the county engineer or the engineer's delegate. Overtime shall not be used as a disciplinary tool, either to punish or reward an employee.
- The department head will try to apportion overtime opportunities as equally as possible per the department's past practice, over the course of the fiscal year, among qualified department employees in the relevant job classification. Overtime shall be offered to full-time employees before it is offered to temporary or part-time employees.
- 5.3 An employee who reports to work as directed shall receive a minimum of two hours work or pay in lieu thereof.
- 5.4 Employees on-call and required to be available through the use of a cell phone shall be provided with county transportation during that on-call period.

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ARTICLE 6

WORK RULES

The employer will provide the employee organization written work rules affecting employees covered by this agreement, and will provide 30 days written notice of any change in work rules.

ARTICLE 7

SAFETY RULES

Employees shall observe all rules and regulations established by the employer for the protection of life, limb and health, and for the preservation of county property.

ARTICLE 8

SAFETY EQUIPMENT

- 7.1 Employees will be reimbursed up to \$150 per fiscal year for the purchase of safety shoes, gloves, and/or winter wear if used in performance of duties. The allotment must be used within 18 months.
- 7.2 The employer will provide safety glasses, prescription if necessary, to each employee. The employer will repair or replace safety glasses that are damaged while the employee is using them at work. The employer will not replace lost safety glasses.

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ARTICLE 9

HOLIDAYS

9.1 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	Two (2) personal days

The "floating Christmas holiday" shall be between December 23rd and January 2nd as designated by the County Engineer no later than the proceeding December 1st.

9.2 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.

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

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 county engineer.

9.3 The county engineer may require an employee to work on a holiday. An employee who works on a holiday shall be paid holiday pay plus 1 ½ times the employee's regular rate of pay for the hours worked. In lieu of holiday pay, an employee who works on a holiday may elect to take an extra day of vacation (see Article 12) or with approval, the next scheduled work day.

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 Employees will be granted two (2) personal holidays per calendar year. New employees hired January through June receive 2 personal days and new employees hired July through November receive 1 personal day for the calendar year. An employee's personal days will be scheduled at a time agreed to by the employee and the County Engineer. Personal days must be used during the accrued calendar year and will not be carried over or paid out upon termination of employment.

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ARTICLE 10

VACATIONS

10.1 Eligibility

Every full-time employee accrues vacation as follows:

- During the first through the fourth years Two weeks
(3.077 hours per pay period)
- During the fifth through the ninth years Three weeks
(4.616 hours per pay period)
- During the tenth through the nineteenth years Four weeks
(6.154 hours per pay period)
- During the twentieth or later years Five weeks
(7.692 hours per pay period)

Part-time employees working 20 or more hours per week shall accrue vacation at half the rate provided herein for full-time employees. Earned vacation will be prorated biweekly as shown above and shall be available for use as it accrues. All holidays and paid leaves count as time worked. A fiscal year-to-date vacation use and accumulation balance shall appear on employees' paychecks.

10.2 Vacation pay

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

10.3 Choice of vacation period

Requests for vacation during the months March through December each year may be submitted during the month of January. The County Engineer shall approve or deny all such requests during the month of February based upon seniority.

Requests for vacation to be used in January or February and requests submitted after January must be in writing to the department head three (3) weeks in advance for more than two days of requested vacation and at least 24 hours in advance for lesser amounts of requested vacation. The county engineer may waive the three week notice requirement and shall not unreasonably refuse to do so. Such requests shall be decided on a first come-first served basis, and the County Engineer shall reply in writing to the requests within five days from the date the request is submitted.

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 1 week before the vacation period.

The County Engineer may deny an employee's request for vacation if the County Engineer determines that approval of the request would render the department understaffed. Vacation may not be taken in less than half-hour increments.

10.4 Holidays during vacation

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

10.5 Terminations

Upon 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 2 weeks notice to the County Engineer in writing before quitting shall forfeit vacation.

10.6 Maximum accrual

No employee may accumulate at any one time an amount of vacation that is two (2) times greater than the employee's annual total accumulation for which the employee is eligible at the employee's next anniversary date. Any vacation amounts in excess of this maximum shall be forfeited and shall not accrue to the employee's vacation account.

10.7 Co-Worker Aid Fund

a. Purpose

An employee may voluntarily donate vacation to a co-worker 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 the funeral of a friend under Section 11.3(1) or pallbearer leave under Section 11.3(2). 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.

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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 County Engineer 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 County Engineer verifies the donation meets the conditions of Section 10.7. The employee may not retract the donation. If the County Engineer determines that previous donations would provide the co-worker with enough compensated hours for the next 30 working days, then the County Engineer shall not accept additional donations. The Engineer'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 Engineer has written notice. Under no circumstances is the Employer required to solicit or encourage donations.

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ARTICLE 11

LEAVES

11.1 Sick leave

Regular employees accrue sick leave with pay for absences due to illness or injury unrelated to work. Sick leave accrues at the rate of 1 ½ days (12 hours) per month, to a maximum of 120 working days. Effective January 1, 2006, sick leave accrues at a rate of 1 ¼ days (10 hours) per month, to a maximum of 120 working days.

Sick leave will not be paid in advance. Sick leave will not accrue on a pro-rata basis during a month. Payment of accrued sick leave benefits will begin on the first day of the absence. If a holiday falls within the paid sick leave, that day will be counted as a holiday and not sick leave.

11.2 Every employee must inform the supervisor that the employee will be absent due to illness or injury unrelated to work and the expected duration of the absence. Failure of the employee to do so, without a good reason, will result in the employee being considered absent without leave, and subject to disciplinary action. Upon request of the supervisor 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 doctor from whom such evidence must be obtained, and must pay any uninsured cost of obtaining such evidence. An employee unable to obtain medical approval to return to work shall remain on sick leave until accrual is exhausted, and then must meet with the County Engineer regarding termination or leave of absence. The employer may require that an employee not fulfilling duties in the employee's job description furnish medical evidence of ability to perform the duties listed in the job description.

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Under no circumstances can sick leave be used as paid vacation or terminal leave, and any violation could result in immediate discharge.

Sick Leave may be used for any of the following:

- 1) One day for funeral of a friend or a present or retired employee;
- 2) Pallbearer duties;
- 3) Illness in the immediate family. "Immediate family" includes spouse, children, parents, parents-in-law, grandparents, and other permanent members of the immediate household. The employee shall request such leave in writing from the supervisor at least 48 hours in advance, except in case of emergency. The leave will be charged to the employee's accumulated sick leave time.

11.4 Sick leave conversion procedure

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.

Conversion of sick leave to vacation shall be accomplished only in writing, on the form attached hereto.

11.5 Maternity leave

The employer will comply with federal law pertaining to maternity leave.

11.6 Jury duty leave

All full-time employees shall be granted paid leave for jury duty. Employees shall be granted this time off only for that part of the workday required by the jury duty. Employees must return to the employer pay received as jurors, except mileage.

11.7 Funeral leave

In case of death in the immediate family of a full-time employee, paid leave may be authorized by the County Engineer. "Immediate family" includes spouse, domestic partner, parents, children, sisters, brothers, grandparents, grandchildren, parents-in-law, sisters- or brothers-in-law, sons- or daughters-in-law, guardian, or other permanent members of the immediate household.

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V. J. H. H. H.
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Funeral leave may be up to 5 days in event of death of a spouse, domestic partner, or child, and up to 3 days in event of death of others in the immediate family.

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.

11.8 Unpaid leave

Non-probationary employees are eligible for unpaid leaves of absence up to 120 days, with renewable options subject to approval of the County Engineer. Request for such leave shall be in writing to the County Engineer. Upon expiration of the leave of absence the employee shall return to the former job if the employee is still physically qualified for it, without loss of seniority for prior service. An employee who fails to return to work at the end of an unpaid leave 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 accumulate seniority;
- 4) shall not earn sick leave, vacation or other forms of leave.

Unpaid leave shall be granted for any purpose reasonable in the judgment of the County Engineer, who may deny a request if the County Engineer determines that the department cannot function effectively without the employee's presence. The County Engineer's decision is subject to the grievance procedure, and the grievance shall start at the Board of Supervisors level.

11.9 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 sixteen 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 paid their regular hourly rate for the time spent as a witness.

11.10 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.

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ARTICLE 12

JOB CLASSIFICATIONS

- 12.1 If actual work performed is in excess of an employee’s job description, the employee together with one representative of the Employee Organization shall confer with the County Engineer and the immediate supervisor to request an adjustment in the employee’s job classification. Such meetings shall be scheduled no more than once each month and shall be held at the mutual convenience of both parties.
- 12.2 Under the provisions of this Agreement the Employee Organization has the option to review the following job classifications:

Laborer	Sign Technician
Secretary	Engineering Technician I
Road Maintenance Person	Mechanic
Engineering Aide	District Patrol Person
Signperson	Leadperson
Operator/Fabricator	Engineering Technician II
Roadside Technician	

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ARTICLE 13

WAGES/MERIT STEPS/LONGEVITY

13.1 Wages

There shall be an increase of two percent (2%) added to each step of the current wage matrix on July 1, 2021. This matrix is marked Exhibit A and attached hereto.

There shall be an additional increase of two and a quarter percent (2.25%) added to each step of the current wage matrix on July 1, 2022. This matrix is marked Exhibit B and attached hereto.

There shall be an additional increase of two and a half percent (2.5%) added to each step of the current wage matrix on July 1, 2023. This matrix is marked Exhibit C and attached hereto.

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There shall be an increase of two and three quarters percent (2.75%) added to each step of the current wage matrix on July 1, 2024. This matrix is marked Exhibit D and attached hereto.

There shall be an additional increase of three percent (3%) added to each step of the current wage matrix on July 1, 2025. This matrix is marked Exhibit E and attached hereto.

13.2 Step increases

Step increases shall be based on satisfactory evaluation. Step increases can be given earlier than required by this agreement. Employees who, based on satisfactory job evaluations, merit a step increase shall receive at least one step increase.

An employee shall receive the first step pay increase, if merited, no later than six months after date of hire; the second step pay increase, if merited, no later than the next July 1, and subsequent step pay increases, if merited, no later than at one-year intervals thereafter until the top step in the labor grade is reached. However, an employee who receives a six-month step increase after May 1 and before July 1 shall receive the second step pay increase, if merited, on July 1 of the following year. An employee who receives one or more step increases due to promotion shall be eligible for the next step pay increase on the next July 1.

13.3 Longevity

Longevity in the amounts set forth below shall be added to the hourly wage of eligible employees hired before July 1, 2021 on the employee's anniversary date based upon the employee's years of service.

5 years	10 years	15 years	20 years	25 years	30 years
\$0.16	\$0.25	\$0.33	\$0.42	\$0.51	\$0.60

13.4 Wages on promotion

Any employee in the designated unit who is promoted to a higher grade shall not be reduced in pay as a result of such promotion.

13.5 Out-of-title pay

An employee assigned to perform the duties of a job classification in a higher pay grade for a period of seven (7) consecutive work days shall receive the higher pay for each day of work performed in the higher classification beginning with the eighth day and including the first seven days previously worked. Employees placed in a training assignment pursuant to Article 17 will not receive the additional pay. An employee assigned to perform the duties of a job classification in a lower pay grade shall continue to receive their normal rate of pay.

13.6 Pay day

Employees are paid every other Friday for hours worked through the previous Saturday. In the event pay day is a holiday, paychecks shall be issued on the last work day prior to the holiday.

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ARTICLE 14

SENIORITY

14.1 Definition

Seniority of an employee shall be determined by the length of continuous service in the bargaining unit since the employee's last date of hire. Employees with the same seniority date will have their seniority established by the last four digits of their social security number. The employee with the highest number will have the greatest seniority for that day. The employer shall post and mail to the union business representative within 30 days of July 1 the current seniority list.

14.2 Loss of seniority

An employee shall lose seniority and the employment relationship shall be broken and terminated by voluntary resignation, discharge for proper cause, or retirement.

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Wanda Walcott
COUNTY AUDITOR

JUL 27 2021


COUNTY AUDITOR

ARTICLE 15

GRIEVANCES

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

15.1 Procedure

a. Investigation/processing by employees:

Investigation or processing of a grievance by the employee organization representatives shall be in a manner which does not interfere with normal operations of the department. Permission of the immediate supervisor or County Engineer to investigate or process a grievance during regular working hours must be obtained in advance, and shall not be unreasonably withheld. The employee organization shall have no more than two members investigating or processing a single grievance. Time spent by the employee organization representatives investigating or processing a grievance shall be without pay unless permission to do so is obtained in advance. Investigation or processing of a grievance on county time shall be done with reasonable speed.

b. Other rules

- 1) Failure of an employee to timely grieve or appeal constitutes waiver of the grievance or appeal.
- 2) Failure of the employer to timely answer a grievance or appeal constitutes denial of the grievance.
- 3) Any grievance step, or part thereof, may be waived by mutual agreement of the employer and employee.
- 4) The term "working days" as used in this article means Monday through Friday.
- 5) All grievances, responses and appeals must be in writing.
- 6) 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.

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W. W. W. W.
COUNTY AUDITOR

- 7) Grievance of an oral or written reprimand shall start at Step 1. Grievance of a suspension or discharge shall start at Step 2.
 - 8) Assignment to a job classification may be grieved by an employee or the union. Such grievances shall start at Step 3.
 - 9) Grievance of a rejected job bid made pursuant to the seniority clause shall start at Step 3.
- c. Informal resolution: The employee shall first orally discuss a problem or complaint with the immediate supervisor, who shall discuss the issue with the employee not later than 3 working days after the employee raises the issue.
- d. Grievance steps
- Step 1: An employee unsatisfied with the results of the discussion prescribed by the preceding paragraph may grieve to the immediate supervisor. Only issues subject to the initial discussion 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 to the grievance within 3 working days of receipt of the grievance.
- Step 2: An employee may appeal the immediate supervisor's response to the County Engineer within 5 working days of the employee's receipt of the response. Within 5 working days of receipt of the appeal the County Engineer must meet and discuss the grievance with the employee and bargaining representative. Within 3 working days thereafter the County Engineer must respond to the grievance.

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W. W. Wright
COUNTY AUDITOR

Step 3: An employee may appeal the County Engineer's response to the Board of Supervisors within five working days of the employee's receipt of the response. Presenting to the Board copies of the grievance, initial appeal, and responses constitutes the appeal. The appeal shall be placed on the agenda of the next formal meeting of the Board and be deemed received by the Board at that meeting. The Board shall hear the appeal within 14 working days of receipt, providing full opportunity for the grievant and bargaining representative to present evidence, and respond to the appeal within seven working days thereafter.

In lieu of appearing in person before the Board, the grievant or union may waive the 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. A copy of all briefs shall be exchanged between the parties. The Board shall respond to the appeal within seven working days of the Board's receipt of the written appeal brief(s).

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 five 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.

15.2 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 Public Employment Relations Board or the Federal Mediation and Conciliation Service to furnish a list of five arbitrators. Within five 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 employer and the union will share equally the fees and expenses of the arbitrator. Each party shall pay its own cost of preparation and presentation for arbitration. No time for arbitration preparation by the employee or union shall be during working hours. 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.

15.3 Authority of arbitrator

The arbitrator may not amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement 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.

The arbitrator shall not order back pay for a period of more than 30 working days prior to the date the grievance was initiated. All awards of back pay shall be further limited to the amount of wages the grievant would have earned from the employer less any other compensation for personal services received from any source during that period.

No decision of arbitrator or of the county in any grievance shall create the basis for adjustment of wages, hours or working conditions for anyone other than the grievant.

No arbitrator shall consider more than one grievance at the same hearing except upon mutual agreement between the parties.

15.4 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.

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JUL 27 2021

Janis Walcott
COUNTY AUDITOR

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 the 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.

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W. W. H. H.
COUNTY AUDITOR

ARTICLE 16

NEGOTIATION SESSIONS

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 negotiations meeting 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 17

INSERVICE TRAINING

The Employer will endeavor to provide training opportunities, when possible, to attain goals set during the evaluation procedure, where applicable.

ARTICLE 18

SAVINGS

If 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. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon the issuance of such decision, the parties agree to negotiate a substitute for the invalidated article, section, or portion thereof. A provision of the Code of Iowa which is inconsistent with any term or condition of this Agreement shall supersede that term or provision.

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JUL 27 2021


COUNTY AUDITOR

ARTICLE 19

ENTIRE AGREEMENT AND WAIVER

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

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Employee Organization, for the life of this Agreement, voluntarily and unqualifiedly waive the right to, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

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Janis Wapnet
COUNTY AUDITOR

ARTICLE 20

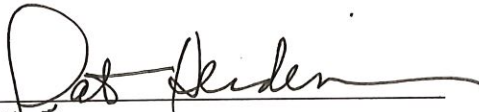
EFFECTIVE PERIOD AND SIGNATURES

Except where otherwise provided herein, this Agreement shall become effective the 1st day of July, 2021. It shall remain in full force and effect until the 30th day of June, 2026, and shall be renewed year to year thereafter unless either party gives notice in writing of a desired change in this Agreement no later than October 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 30th day of June, 2021.

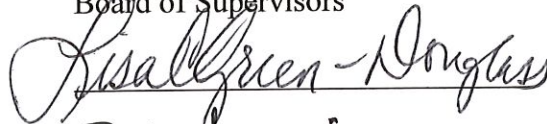
JOHNSON COUNTY, IOWA

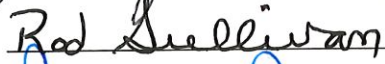
PUBLIC PROFESSIONAL AND
MAINTENANCE EMPLOYEES LOCAL 2003

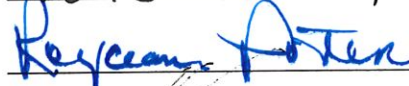



Chairperson
Board of Supervisors


By its union representative:





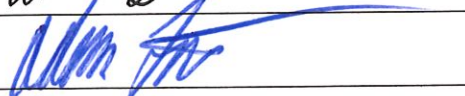


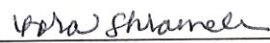




By its employee representatives:








Employer representative

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JUL 27 2021


COUNTY AUDITOR

Exhibit A

Johnson County
Secondary Roads

7/1/21-6/30/22

2.00%

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 1	Laborer	\$ 14.77	\$ 15.49	\$ 16.27	\$ 16.97	\$ 17.71	\$ 18.44
Grade 2		\$ 15.97	\$ 16.93	\$ 17.84	\$ 18.71	\$ 19.62	\$ 20.60
Grade 3		\$ 18.84	\$ 19.65	\$ 20.48	\$ 21.28	\$ 22.08	-
Grade 4	Secretary	\$ 20.54	\$ 21.30	\$ 22.03	\$ 22.80	\$ 23.50	\$ 23.96
Grade 5	RMP Engineering Aide Signperson	\$ 21.45	\$ 23.25	\$ 24.97	\$ 26.66	\$ 28.42	\$ 30.18
Grade 6	Operator/Fabricator Roadside Technician Sign Technician Engineering Technician I Mechanic District Patrol Person	\$ 24.46	\$ 26.00	\$ 27.33	\$ 28.85	\$ 30.43	\$ 31.65
Grade 7	Leadperson Engineering Technician II	\$ 25.77	\$ 28.47	\$ 29.52	\$ 30.62	\$ 31.81	\$ 33.07

FILED
JOHNSON CO. IOWA

JUL 27 2021

James H. Hays
COUNTY AUDITOR

Exhibit B

Johnson County
Secondary Roads

7/1/22-6/30/23

2.25%

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 1	Laborer	\$ 15.10	\$ 15.84	\$ 16.64	\$ 17.35	\$ 18.11	\$ 18.85
Grade 2		\$ 16.33	\$ 17.31	\$ 18.24	\$ 19.13	\$ 20.06	\$ 21.06
Grade 3		\$ 19.26	\$ 20.09	\$ 20.94	\$ 21.76	\$ 22.58	-
Grade 4	Secretary	\$ 21.00	\$ 21.78	\$ 22.53	\$ 23.31	\$ 24.03	\$ 24.50
Grade 5	RMP Engineering Aide Signperson	\$ 21.93	\$ 23.77	\$ 25.53	\$ 27.26	\$ 29.06	\$ 30.86
Grade 6	Operator/Fabricator Roadside Technician Sign Technician Engineering Technician I Mechanic District Patrol Person	\$ 25.01	\$ 26.59	\$ 27.94	\$ 29.50	\$ 31.11	\$ 32.36
Grade 7	Leadperson Engineering Technician II	\$ 26.35	\$ 29.11	\$ 30.18	\$ 31.31	\$ 32.53	\$ 33.81

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JUL 27 2021

Janice Walcott
COUNTY AUDITOR

Exhibit C

Johnson County
Secondary Roads

7/1/23-6/30/24

2.50%

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 1	Laborer	\$ 15.48	\$ 16.24	\$ 17.06	\$ 17.78	\$ 18.56	\$ 19.32
Grade 2		\$ 16.74	\$ 17.74	\$ 18.70	\$ 19.61	\$ 20.56	\$ 21.59
Grade 3		\$ 19.74	\$ 20.59	\$ 21.46	\$ 22.30	\$ 23.14	-
Grade 4	Secretary	\$ 21.53	\$ 22.32	\$ 23.09	\$ 23.89	\$ 24.63	\$ 25.11
Grade 5	RMP Engineering Aide Signperson	\$ 22.48	\$ 24.36	\$ 26.17	\$ 27.94	\$ 29.79	\$ 31.63
Grade 6	Operator/Fabricator Roadside Technician Sign Technician Engineering Technician I Mechanic District Patrol Person	\$ 25.64	\$ 27.25	\$ 28.64	\$ 30.24	\$ 31.89	\$ 33.17
Grade 7	Leadperson Engineering Technician II	\$ 27.01	\$ 29.84	\$ 30.93	\$ 32.09	\$ 33.34	\$ 34.66

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W. Robert
COUNTY AUDITOR

Exhibit D

Johnson County
Secondary Roads

7/1/24-6/30/25
2.75%

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 1	Laborer	\$ 15.91	\$ 16.69	\$ 17.53	\$ 18.27	\$ 19.07	\$ 19.85
Grade 2		\$ 17.20	\$ 18.23	\$ 19.21	\$ 20.15	\$ 21.13	\$ 22.18
Grade 3		\$ 20.28	\$ 21.16	\$ 22.05	\$ 22.91	\$ 23.78	-
Grade 4	Secretary	\$ 22.12	\$ 22.93	\$ 23.72	\$ 24.55	\$ 25.31	\$ 25.80
Grade 5	RMP Engineering Aide Signperson	\$ 23.10	\$ 25.03	\$ 26.89	\$ 28.71	\$ 30.61	\$ 32.50
Grade 6	Operator/Fabricator Roadside Technician Sign Technician Engineering Technician I Mechanic District Patrol Person	\$ 26.35	\$ 28.00	\$ 29.43	\$ 31.07	\$ 32.77	\$ 34.08
Grade 7	Leadperson Engineering Technician II	\$ 27.75	\$ 30.66	\$ 31.78	\$ 32.97	\$ 34.26	\$ 35.61

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JUL 27 2021

James Walcott
COUNTY AUDITOR

Exhibit E

Johnson County
Secondary Roads

7/1/25-6/30/26

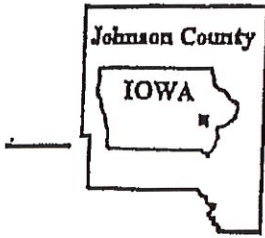
3.00%

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade 1	Laborer	\$ 16.39	\$ 17.19	\$ 18.06	\$ 18.82	\$ 19.64	\$ 20.45
Grade 2		\$ 17.72	\$ 18.78	\$ 19.79	\$ 20.75	\$ 21.76	\$ 22.85
Grade 3		\$ 20.89	\$ 21.79	\$ 22.71	\$ 23.60	\$ 24.49	-
Grade 4	Secretary	\$ 22.78	\$ 23.62	\$ 24.43	\$ 25.29	\$ 26.07	\$ 26.57
Grade 5	RMP Engineering Aide Signperson	\$ 23.79	\$ 25.78	\$ 27.70	\$ 29.57	\$ 31.53	\$ 33.48
Grade 6	Operator/Fabricator Roadside Technician Sign Technician Engineering Technician I Mechanic District Patrol Person	\$ 27.14	\$ 28.84	\$ 30.31	\$ 32.00	\$ 33.75	\$ 35.10
Grade 7	Leadperson Engineering Technician II	\$ 28.58	\$ 31.58	\$ 32.73	\$ 33.96	\$ 35.29	\$ 36.68

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JUL 27 2021

W. W. W. W.
COUNTY AUDITOR



JOHNSON COUNTY

Human Resources Department
Lora Shramék, SPHR – Administrator

June 9, 2004

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

Re: Secondary Roads collective bargaining agreement
Letter of understanding

Dear Joe:

This letter commemorates our understanding reached during negotiations on the 2004-2005 agreement:

1. Only employees who live in Johnson County may have the county-provided transportation pursuant to Article 7.4 when they are required to carry the pager. Employees who live outside of Johnson County may opt out of carrying a pager and have the pager assigned to the most senior Operator/Fabricator who lives in Johnson County.
2. The County's FMLA policy designates FMLA leave for qualifying leaves of three weeks or more.

Please acknowledge your agreement below:

Sincerely,

Judith Perkins
Consultant and Bargaining Representative for Johnson County

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Agreed to on behalf of PPME Local 2003:

Joe Rasmussen
Bargaining Representative
PPME Local 2003

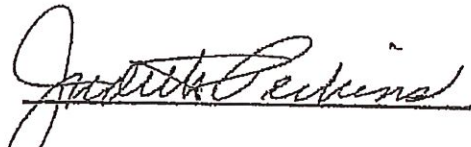
6-11-05
Date

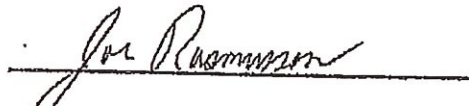
SIDELETTER OF AGREEMENT

The parties mutually agree the Iowa Supreme Court ruling allowing same-sex marriages to occur has removed the necessity of maintaining the domestic partner coverage under the insurance section of this labor agreement.

The language is removed from the FY2011 agreement. However, should this right to marry be nullified in the future, the language, "includes same gender domestic partner" will be reinstated under the insurance section.

DATED THIS 15th DAY OF January, 2010.


FOR THE COUNTY


FOR THE UNION

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JUL 27 2021


COUNTY AUDITOR

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JUL 27 2021

James Robert
COUNTY AUDITOR

GRIEVANCE FORM

STEP 1

Employee presenting grievance _____

Employee's department and position _____

Date incident occurred _____

Section(s) of agreement alleged to be violated _____

Date orally discussed with supervisor _____

Grievance details _____

Proposed remedy _____

Grievant's signature and date _____

Immediate supervisor's signature

of receipt and date _____

Immediate supervisor's response _____

Immediate supervisor's
signature and date
of response

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W. W. H. H.
COUNTY AUDITOR

STEP 2

Grievant's signature
Acknowledging appeal
to County Engineer
and date

County Engineer's signature
of receipt and date

County Engineer's
response

County Engineer's
signature and date
of response

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Wanda Walcott
COUNTY AUDITOR

STEP 3

Grievant's signature
acknowledging appeal
to Board of Supervisors
and date

Date of receipt by
Board of Supervisors

Board of Supervisors'
response

Signature of Board
chairperson (or
designated representative)
and date of response

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Wanda Helquist
COUNTY AUDITOR

STEP 4

Signature of grievant
acknowledging appeal
to arbitration

Signature of union
bargaining represen-
tative

Date of appeal to arbitration

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COUNTY AUDITOR



SECONDARY ROADS DEPARTMENT

JOHNSON COUNTY ENGINEER
Greg S. Parker, P.E.

ASSISTANT COUNTY ENGINEER
Rob Winstead, P.E. & P.L.S.

ASSISTANT COUNTY ENGINEER
Ed Bartels, P.E. & P.L.S.

ASSISTANT COUNTY ENGINEER
Neil Shatek, P.E.

MAINTENANCE SUPERINTENDENT
Kevin Braddock

ASST. MAINTENANCE SUPERINTENDENT
Shannon Smith

ROADSIDE VEGETATION MANAGER/
WEED COMMISSIONER
Chris Henze

4810 MELROSE AVE. WEST, IOWA CITY IOWA 52246 TEL (319) 356-6046 FAX (319) 339-6133 www.johnson-county.com

JOB VACANCY

Johnson County Secondary Roads Bargaining Unit

Pursuant to Article 4, Johnson County Secondary Roads 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)

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JUL 27 2021

Neil Shatek
COUNTY AUDITOR

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.)

JUL 27 2021

W. J. H. H. H.
COUNTY AUDITOR

JOHNSON COUNTY SECONDARY ROADS

EMPLOYEE JOB INTEREST FORM

Complete this form to indicate your interest in and to request consideration for a position that is posted for bid pursuant to Article 4 of the Johnson County Secondary Roads Collective Bargaining Agreement. Qualifications shall be the primary consideration in determining the successful applicant. Completing a Job Interest Form does not necessarily guarantee an interview. Please advise your supervisor that you are submitting this interest form.

Request Consideration for the Following Job Vacancy	
Job Classification: _____	Pay Grade: _____

Current Information	
Name: _____	Department: _____
Job Classification: _____	Seniority: _____ <small>(years, months)</small>

Reason(s) for making request: _____

State specifics of your background experience that you feel would qualify you for the requested position. This may include education and / or experience acquired prior to and since joining Johnson County, (use back of this form if necessary).

Signature: _____ Date Submitted: _____

Received by: _____ Date Received: _____

I hereby request to be withdrawn from consideration for the above position.	
Signature: _____	Date: _____

Return to Hiring Manager by the Job Posting Deadline.

NOTICE OF INTENT TO CONVERT
SICK LEAVE TO VACATION

TO: County Engineer

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

(Employee)

(Date)

Approved _____ Disapproved _____

If disapproved, state reason:

County Engineer

(Date)

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W. W. Helgeson
COUNTY AUDITOR