2021-2026

NEGOTIATED AGREEMENT

JOHNSON COUNTY BOARD OF SUPERVISORS

AND

LOCAL 183 AFSCME

AMBULANCE DEPARTMENT EMPLOYEES

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JUL 27 2021

COUNTY AUDITOR

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Recognition

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

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

ARTICLE 2

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

2.1 Work week

- A. The normal work week for full-time employees will be 40 hours in the week starting Monday and ending the following Monday.
- B. This article is intended to set forth the normal work week, but shall not be construed as a guarantee of any amount of work per day or per week, or as a limitation of hours of work per day or per week.

2.2 Work schedule

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

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B. Employees may move from shift to shift, pursuant to Article V, when openings occur. The employer cannot move employees to a different shift except on a temporary basis in accord with Section 4.6(C).

2.3 Work shift

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

- 2.4 Definition of full-time and part-time employees
 - A. A full-time employee works the normal work week set forth in Section 2.1(A).
 - B. A part-time employee works less than the normal work week set forth in Section 2.1(A).
 - C. Part-time employees who work an average of 40 hours per week in a 6-month period defined below will receive holiday, sick leave and vacation benefits in the same ratio as full-time employees, but they will be paid out in a lump sum format on or about January 1 and July 1, instead of accruing the benefits for usage. (i.e. a part-time employee who averages 40 hours in their second to fourth year of employment, for 60 hours if in their fifth through ninth year of employment, and for 80 hours if employed for ten or more years; and paid for sick leave for 27 hours at their current rate of pay).
- 2.5 Part-time employee benefits
 - A. Holidays/Vacation/Sick leave
 - 1. Eligibility
 - a) On July 1 and January 1 in each contract year the director shall post a list of all parttime employees currently in the bargaining unit and the average number of hours each worked per week during the prior 6 months. The average number of hours will be the result of dividing the total number of hours in the 12 highest paid pay periods worked during the prior 6 months divided by 24.

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- b) A part-time employee whose average number of hours worked, calculated pursuant to Section 2.5(A)(1)(a), is fewer than 20 is not eligible for benefits.
- c) A part-time employee whose average number of hours worked, calculated pursuant to Section 2.5(A)(1)(a), is 20 or more is eligible for holiday, vacation and sick leave benefits as set forth in 2.5(A)(2).
- 2. Part-time holiday, vacation and sick leave benefits
 - a) Holidays

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

Martin Luther King Jr. Day

| President's Day (Date observed by county) | Friday after Thanksgiving |
|--|------------------------------|
| Memorial Day (Date observed by county) | Christmas Eve |
| Independence Day | Christmas Day |

Labor Day

Veterans Day New Year's Day (Date observed by county)

Thanksgiving

Part-time employees shall not receive a personal day.

b) Vacations

Employees will be deemed to have immediately accrued half the vacation they would have accrued had they been full-time employees during the prior 6 months, based on their seniority status during JOHNSON CO. 10WA

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the prior 6 months, but may accept, in lieu of paid time off as vacation, cash payment equivalent to the number of hours of accrued vacation times the employee's corresponding regular rate(s) of pay during the prior 6 months as set forth in the Appendices. In lieu of cash payment, the employee may request the earned vacation benefit to be used as vacation time (including emergency vacation) not to exceed 100 hours.

c) Sick leave

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

- B. Insurance
 - 1. Eligibility
 - a) A part-time employee whose average number of hours worked, calculated pursuant to Section 2.5(B)(1)(a), is fewer than 20 is not eligible for health, dental, life or disability insurance benefits.
 - b) A part-time employee whose average number of hours worked, calculated pursuant to Section 2.5(B)(1)(a), is 20 or more, is eligible for insurance as set forth in Section 2.5(B)(2).
 - 2. The eligible part-time employee may receive health, dental and life insurance on the same terms governing provision of such insurance to full-time county employees, except that the part-time employee must pay, in addition to any premium paid by the employee, 50 percent of any premium paid by the county under terms governing provision to full-time employees.
 - a) The notice posted pursuant to Section2.5(B)(1)(a) shall advise eligible employees how to initiate insurance coverage.
- C. The director shall not assign part-time hours to prevent any part-time employee from becoming eligible for benefits.

2.6 Holiday pay and sick leave accrual for clerks and billing coders

Holiday pay: 8 hours pay for each holiday

Sick leave accrual: Johnson County Employee Handbook

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Grievance procedure/ Discipline and discharge

3.1 Definition

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

3.2 Policy

- A. All levels of agency supervisory or staff personnel shall be directed to consider grievances and complaints as a first order of business. The maximum time limit set forth in the various steps should not be used where there is an immediate safety hazard or if circumstances will permit a more prompt processing of the grievances or complaint.
- B. Any employee may file a grievance except in cases of discipline or discharge of new employees during their 6 month probationary status. No grievance shall jeopardize the grievant's position, opportunities for advancement or wage increase.
- C. All grievances and complaints shall be discussed with the Employer on County time. Employees are encouraged, but not required, to discuss a problem or complaint with their immediate supervisor.
- D. An extension of the time limits specified in the grievance procedure may be made when mutually agreed upon in writing.
- E. Nothing in this section shall be construed to limit the rights of bargaining unit employees under the Iowa Public Employment Relations Act.

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3.3 Minimum procedural requirements

- A. The Union steward shall be allowed to process and/or discuss a grievance during regular working hours, receiving his/her normal pay, upon receiving the permission of his/her supervisor, and such permission shall not be unreasonably withheld.
- B. The grievant shall be allowed to discuss his/her grievance with the Union steward without loss of pay during working hours, upon receiving the permission of his/her immediate supervisor, and such permission shall not be unreasonably withheld.
- C. The employee or employees involved in the proceeding will cooperate with the supervisors so there will be a minimum of interference with the normal operation of the agency's work.
- D. By the mutual written agreement of the parties, separate grievances may be consolidated. If practical, such consolidation will take place by Step 4 of the procedure.

3.4 Grievance steps

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

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

Step 1:

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

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Step 2:

If the grievant is not satisfied with the decision of the supervisor the grievant may, with Union representation if within calendar davs desired. 1.0 of the written notification of the Supervisor, file an appeal in writing to the Board of Supervisors' designated representative. It shall contain all the pertinent matters which were brought forth in the first step. The Board's designated representative shall meet with the grievant, and his/her Union representative if desired, within 10 calendar days of the receipt of the appeal to discuss all pertinent matters. The Board's designated representative's final decision on the grievance will be presented in writing to the grievant and his/her Union representative within 10 calendar days after the close of the meeting.

Step 3:

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

- A. Send a written notice to the Board of Supervisors' designated representative and follow the procedures in Step 4(B) (Arbitration).
- B. File an appeal in writing to the Board of Supervisors which shall contain all pertinent matters which were brought forth in the first 3 steps. The Board of Supervisors shall set a hearing for its next regular meeting after receipt of written notification of appeal. The Board of Supervisors' decision shall be presented in writing to the grievant, the Union, and the supervisor within 14 calendar days of the hearing.

Step 4: Arbitration

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

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

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

3.5 Time limits

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

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

- 3.6 Form and content of written appeal notification
  - A. The appeal shall be in writing.
  - B. The appeal shall contain specific information as to the section of the Agreement claimed violated, the time and place of the alleged complaint or grievance, notation of procedures followed, and corrective action desired.
  - C. All germane information brought out in the hearings may be added to and shall become a part of the appeal.

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## 3.7 The hearing

- A. All hearings shall be held in an informal manner. Witnesses may be called by either party and questioned by both parties. Documents and written statements which are material shall be considered, but shall not be limited by rules of evidence.
- B. The aggrieved employee shall be notified far enough in advance of any hearing so that he/she can make arrangements to attend the hearing.
- C. The aggrieved employee and all witnesses, who are classified county employees, shall be allowed time off with pay to attend the hearings. But witnesses shall not be cumulative and shall be controlled as to numbers as not to affect the service of the agency. Statements of witnesses may be taken in lieu of appearances or stipulation made thereto.
- D. No classified employee may be coerced by his/her supervisor or the County into not proceeding with a grievance or appearing as a witness at a hearing. Such action by the supervisor or County shall be considered as a basis for a grievance.

### 3.8 Authority of arbitrator

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

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

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

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

## 3.9 Discipline and discharge

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

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

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

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

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## Seniority

## 4.1 Definition

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

## 4.2 Probation

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

## 4.3 Seniority lists

Not less than every 6 months, the director/designee shall post on the departmental bulletin board a seniority list showing the continuous service of each employee. Unpaid non-FMLA leaves of absences do not count towards seniority.

#### 4.4 Breaks in continuous service

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

## 4.5 Part-time service

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

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- 4.6 Work force changes
  - A. Definitions:
    - A regular position is one determined by the employer to be ongoing in nature, of a duration in excess of four months.
    - A temporary position is one determined by the employer to end at a definite time. Temporary employees hired for four months or less are not members of the bargaining unit.
    - Employees in both regular and temporary positions can work full-time or part-time.
  - B. Posting new regular positions or vacancies in existing regular positions:
    - 1) Posting

No newly created regular position or permanent vacancy in an existing regular position in the bargaining unit shall be filled until notice of the new position or vacancy has been posted for 7 calendar days. The notice shall state the specific shift to which the position is currently assigned, and have attached to it the job description. Notification will be sent to all JCAS employees covered under the CBA the first day the posting is posted. Notification shall be consistent with the current method utilized to inform staff of open hours. Internal and external postings may run simultaneously.

2) Bidding

Applications for a posted position must be submitted in writing to the Director by the end of the posting period. The Director shall offer the position within 14 calendar days to the most senior qualified applicant from within the bargaining unit. If a Clerk I, Billing Coder or EMT successfully bids for a Paramedic classification the Director may return the bidder to the previous classification during orientation or within 520 hours thereafter, if the Director determines the employee's performance as a Paramedic is unsatisfactory. The Director's **FILED JOHNSON CO. IOWA** 

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determination may be grieved. A bidder returned to a previous classification may not bid for a Paramedic classification again for six months after the return.

- C. Filling temporary vacancies in regular positions, new temporary positions or vacancies in existing temporary Positions:
  - The director may fill temporary vacancies in 1) regular positions, new temporary positions or vacancies in existing temporary positions in the bargaining unit either by new hire, open hour distribution or posting for 7 calendar days. However, no employee may be temporarily assigned more than twice in a calendar year, unless the employee agrees; and a temporarily assigned employee shall be paid the wage rate established for the assigned position, or the employee's regular rate of pay, whichever is greater. It is the intent of the director to fill job vacancies by means other than temporary assignment except in cases of emergency, and notice will be given to the assigned employee as soon as possible.
  - 2) Absent employee agreement to the contrary, employees with 3 or more years seniority may be temporarily assigned to a different shift for no more than 6 months per year. Other employees may be permanently assigned to a different shift.

## 4.7 Definition of qualified

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

- A. The applicant's documented ability to perform an assigned job function;
- B. Whether the applicant has the minimum qualifications set forth in the job description of the job sought; and
- C. The applicant's job evaluations and disciplinary record or lack thereof.

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### ARTICLE 5 Holidays

### 5.1 Holidays recognized and observed

Martin Luther King Jr. Day President's Day (Date observed by county)

Memorial Day (Date observed by county)

Independence Day

Labor Day

Veterans Day (Date observed by county)

Thanksgiving

One personal holiday

Friday after Thanksgiving

Christmas Eve

Christmas Day

New Year's Day

#### 5.2 Holidays worked

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

## 5.3 Holiday pay

Eligible employees shall receive 12 hours pay for each of the holidays. The personal holiday shall equal 24 hours and be taken in minimum increments of 8 hours in conjunction with a shift of the same duration as the personal holiday hours taken. Holiday hours not worked shall not count as hours worked. But personal day hours shall count as hours worked.

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#### Wages and longevity

#### 6.1 Wage schedule

- A. Effective July 1, 2021 all employees shall be paid as indicated in Appendix A of this contract and receive automatic step increases in accord with their eligibility date.
- B. Effective July 1, 2022 all employees shall be paid as indicated in Appendix B of this contract and receive automatic step increases in accord with their eligibility date.
- C. Effective July 1, 2023 all employees shall be paid as indicated in Appendix C of this contract and receive automatic step increases in accord with their eligibility date.
- D. Effective July 1, 2024 all employees shall be paid as indicated in Appendix D of this contract and receive automatic step increases in accord with their eligibility date.
- E. Effective July 1, 2025 all employees shall be paid as indicated in Appendix E of this contract and receive automatic step increases in accord with their eligibility date.

#### 6.2 New positions

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

#### 6.3 Pay period

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

6.4 Longevity

An employee hired before July 1, 2021 is eligible to receive an additional 5 cents per hour for each additional year of service starting on their 5<sup>th</sup> anniversary. Longevity pay will b**FILED** incorporated into the employee's regular rate of pay. **JOHNSON CO. IOWA** 

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6.5 Leadworker pay

An employee who is assigned and accepts leadworker responsibilities shall receive \$2.00 per hour over the COUNTY AUDITOR employee's current rate of pay for all hours worked as leadworker. The leadworker shall be the most senior fulltime person scheduled at the main base when a supervisor is not working; if there is no full-time person working the leadworker shall be the most senior part-time person working when a supervisor is not working. If the most senior employee working is not scheduled at main base, reasonable efforts will be made to move that employee to main base.

To be eligible to accept the duties of leadworker, the employee must have completed a leadworker training that is provided by the management of Johnson County Ambulance Service. To be eligible for this training, employees must meet standards that are set by the management of Johnson County Ambulance Service.

## 6.6 Meetings

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

## 6.7 Training and conferences

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

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

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### Sick leave

## 7.1 Eligibility

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

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

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

- 7.2 Accrual/Family sick leave
  - A. Sick leave accrues for full-time employees at the rate of 18 hours per month, to a maximum of 1,320 hours.
  - B. Sick leave may be used for illness of a spouse, domestic partner, child, parent, or other permanent member of the immediate household.
  - C. Sick leave used under Section 7.2(B) shall be limited to a maximum of 96 hours per year unless the director approves more.
  - D. All sick leave in an employee's account at the time of this agreement will remain in this account and will MILED be affected by Section 7.2(A).

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7.3 Medical statement

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

- A. the employee's illness or injury requires time off work; and/or
- B. the employee is fit to return to work.

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

7.4 Notification

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

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

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

It is up to the employee whether or not to elect to convert sick leave to annual leave. However, the employee who chooses to convert must make an election (in writing) to automatically exchange sick leave for vacation each month he or she is eligible. The employee's election will remain in effect until the employee notifies his or her supervisor or payroll in writing to terminate his or her original election.

7.6 Co-Worker Aid Fund

See Vacation Donation policy in Johnson County Employee Handbook.



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#### Leaves of Absence

#### 8.1 Application for leave

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

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

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

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

- A. The position became or remained open during the employee's leave and it is still open at the time the employee returns from leave; and
- B. The employee requests assignment to the higher rated position within 10 days after returning from an educational leave, and the Director shall fill the position according to the provisions of the Article 4, Seniority.

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#### 8.2 Paid leaves

#### A. Family death

In case of death in the immediate family of a fulltime employee, the employee shall be granted 5 calendar days up to a maximum of 2 scheduled work shifts leave of absence to make household adjustments, or arrange, or attend funeral services. "Immediate family" is defined as spouse, domestic partner, children, parents, siblings, step-parents, stepchildren, step-siblings, grandparents, grandchildren, parents-in-law, sisters or brothers-in-law, sons or daughters-in-law, guardian or other permanent members of the immediate household. A request for such leave shall be given to the director or designee and shall be answered verbally upon request, and in writing within 24 hours.

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

B. Jury duty

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

C. Witness duty

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

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

Any time spent by an employee subpoenaed to appear

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before a court or other public body as a result of their work shall be considered hours worked and be paid at the appropriate rate.

D. Maternity/paternity Leave

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

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

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

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

E. Conference Attending

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

#### 8.3 Unpaid leaves

A. Eligibility requirements

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

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

COUNTY AUDITOR

- 1. Must pay any insurance premiums falling due during any month the employee is not on the payroll if coverage is desired.
- 2. Shall not receive any other accruals or job benefits during the period of absence.
  - 3. Shall not earn sick, vacation, or other forms of leave with pay.
- B. Reasonable purpose

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

- 1 Required by law.
- 2. Increases the ability of employee to fill his/her job functions.
- 3. Is likely to benefit residents of the county by increasing knowledge, skill, techniques, efficiency, or ability within the department.
- 4. Increases the likelihood of harmonious relations.
- 5. Enhances the employee's health, welfare, or career advancement.

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

C. Union business

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer, shall be granted a leave under Section 8.3(3). A leave of absence shall not exceed one year, but may be renewed under the same section.

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

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## D. Education

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

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

E. Military service

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

## 8.4 Limitations

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



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#### Vacation

#### 9.1 Eligibility

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

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

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

#### 9.2 Vacation pay

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

#### 9.3 Choice of vacation period

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

- 1. Vacations shall not be granted more than a year in advance.
- 2. Vacations for more than one shift shall be requested at least fourteen (14) calendar days in advance. Vacations less than 14 days in advance for one shift or less than one shift shall be requested at least FILED

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days in advance and may be denied if the time off will result in the payment of overtime.

- 3. In the event requests for vacation for the same time off are received within seven (7) calendar days of each other (but more than seven calendar days in advance of the vacation) and a limit must be imposed, the employee(s) with the greatest seniority shall be granted their vacation request(s).
- 4. The Director or their designee may waive requirements of advance notice and shall not unreasonably refuse to do so.
- Vacation requests will be answered as soon as practicable within the constraints of section 9.3.
- Vacation requests must be in a minimum of four (4) hours. Requests for less than four (4) hours may be approved if filling the shift does not result in payment of overtime.
- 9.4 Holiday during vacation period

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

9.5 Work during vacation period

Any employee who is requested by management and does work during his/her vacation period shall be paid his/her regular rate of pay for the time he/she works, shall receive comp time at the rate of 1/2 day comp time for each full day worked and shall have his/her vacation, with pay, rescheduled in the manner provided in Article 9.3 to any future period. It is not required that an employee work during a vacation.

9.6 Vacation rights in case of layoff or separation

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

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resigning, this compensation for unused accumulated vacation time shall be forfeited.



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#### Call time and stand-by status

## 10.1 Call time

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

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

## 10.2 Stand-by status

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

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

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

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

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#### Overtime and compensatory time

#### 11.1 Rate of pay

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

In lieu of cash payment, employees may choose to take one and one half hours of compensatory time for each hour of overtime worked, to a maximum amount of 280 hours. In addition, employees will have the option of cashing out onehalf of their accrued compensatory time once per contract year in December.

Use of compensatory time shall be granted in accordance with Article 9 - Vacations.

11.2 Overtime base

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

11.3 Distribution

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

Voluntary overtime

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

The full-time list will run on a revolving basis rather than a rotating basis. Employees may take shifts of less than eight hours and remain first up for the next available hours. If the overtime is not accepted by a full-time employee, the hours will be offered by seniority to employees on the part-time list. The part-time overtime shall be maintained in the same manner as the full-time list.

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This procedure shall be followed until the required employees have been selected for overtime work; otherwise mandatory overtime procedure shall apply.

Mandatory overtime

Overtime work shall be voluntary which shall be controlled by the Article 2 - Hours of Work. However, only when it is necessary to maintain the regular numbers of employees on each shift and only when all other alternatives have been exhausted (i.e., use of voluntary overtime; use of part-time employees), the following shall apply: The fulltime employees will equally share the obligation to work mandatory overtime starting with the least senior employee and proceeding up the seniority list until the list has been exhausted by each employee having worked mandatory overtime once. After the full-time seniority list has been exhausted the obligation will start over with the least senior full-time employee. Additionally, every January 1, the procedure will start over.

Any new full-time employee shall be inserted into the most recently opened mandatory list with respect to their seniority.

In the event that an employee is out for an extended period of time (i.e., FMLA) the employee will still be held responsible for all open mandatory lists they had accumulated prior to the time of this approved leave. During their extended medical leave, if a new mandatory list is opened and subsequently closed, they will not be held responsible for that mandatory list. In turn, that list will be closed and considered exhausted. This employee will be responsible for the most recently opened mandatory list at the time that they return from their extended medical leave.

The completion of a mandatory shift consists of showing up for, and clocking in, for a mandatory shift.

Once overtime goes to the mandatory list, the overtime resulted will not count as regular overtime worked for the purposes of equalization. Therefore mandatory overtime worked will not change who will be offered the next overtime opportunity.

A record of the overtime hours worked by each employee **FILED** 

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shall be posted online.

## 11.4 Computation

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

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#### ARTICLE 12

#### Personnel transactions

#### 12.1 Information to outside parties

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

12.2 Personnel file review

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

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

12.3 Copies to employees

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

12.4 Just and proper cause

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



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#### ARTICLE 13

#### General provisions

#### 13.1 Pledge against discrimination and coercion

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

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

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

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

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

#### 13.2 Union bulletin boards

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

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#### 13.3 Union activity on employer's time and premises

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

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

#### 13.4 Work rules

The Employer agrees to make available a copy of the work rules in an accessible electronic format within a reasonable time of there being effective. The Director or designee shall provide 20 calendar days' written notice of any change in the work rules; except in cases of emergency. Notification shall be consistent with the current method utilized to inform staff of open hours.

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

Work rules shall be uniformly applied and enforced.

#### 13.5 Uniforms and protective clothing

A. General provisions

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

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Full-time employees and part-time paramedic employees:

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

1 pair of shoes/boots

EMT:

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

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

#### B. Replacement

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

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

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

| Full-time | paramedic | \$1 | L00 |
|-----------|-----------|-----|-----|
| Part-time | paramedic | \$  | 50  |
| EMT       |           | \$  | 25  |

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C. Maintenance

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

D. Loan

Except for items described as "shared" in Section 13.5(A), an employee is not required to loan furnished clothing to any other employee.

#### 13.6 Labor-Management committee

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

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

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

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#### ARTICLE 14

#### Savings

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



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#### ARTICLE 15

#### Effective period and signatures

17.1 Unless otherwise provided herein, this agreement shall be come effective July 1, 2021. It shall remain in full force and effect until June 30, 2026 and shall be renewed year to year thereafter unless either party gives notice in writing of a desire to change this agreement no later than Sept. 15 of the year immediately prior to the expiration date of this agreement.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives this 304h day June, 2021.

JOHNSON COUNTY, IOWA

AFSCME, LOCAL 183

By its Board of Supervisors: By its Union Representative:

Chairperson Maalfrien Angless Rod Sulleneran Rogeran forten

By its representative

Gola Shlamelin

Lora Shramek

Human Resources Director

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#### 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 215t DAY OF January, 20 10.

Pellin,

FOR THE COUNTY

Carlene Anderson

FOR THE UNION



COUNTY AUDITOR

JOHNSON COUNTY Johnson County Ambulance



#### **Human Resources Department** Lora Shramek, SPHR - Director

June 1, 2010 (original September 1, 1998, updated May 31, 2006)

Earlene Anderson **AFSCME Business Representative** 305 E Lotte Street Blue Grass, IA 52726

RE: Johnson County Ambulance Collective bargaining agreement

Dear Ms. Anderson,

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

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

Please acknowledge your agreement below.

Very truly yours,

At Beckins

Judith Perkins, Consultant Bargaining Representative for Johnson County

Agreed to on behalf of AFCME Council 61:

Earlene Anderson **Bargaining Representative** AFSCME Council 61

-29-10 Date

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JOHNSON COUNTY Ambulance



Human Resources Department Lora Shramek, SPHR – Administrator

June 10, 2015 (original May 15, 1992)

Earlene Anderson AFSCME Business Representative 305 E. Lotte Street Blue Grass, IA 52726

Re: Letter of Understanding - Trades

Dear Earlene,

This letter of understanding commemorates the agreement regarding trade time:

1. A maximum of ten (10) trades per calendar month are allowed.

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

Please acknowledge your agreement below.

Sincerely,

JOHNSON COUNTY

Agra shranch

Lora Shramek, SPHR Human Resources Administrator Bargaining representative for Johnson County

Agreed to on behalf of AFSCME Council 61:

Earlene Anderson Bargaining representative for AFSCME

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JUL 27 2021

COUNTY AUDITOR 6-30-15

Date

Johnson County Administration Bldg. + 913 South Dubuque St. + Iowa City, IA 52240-4207 + Phone (319)356-6003 + Fax (319)339-6182

JOHNSON COUNTY Ambulance



#### Human Resources Department Lora Shramek, SPHR – Administrator

June 11, 2015 (original April 25, 2003; updated May 30, 2006, May 28, 2010 and June 15, 2012)

Earlene Anderson AFSCME Business Representative 305 E Lotte Street Blue Grass, IA 52726

Re: Letter of Understanding for Johnson County Ambulance

Dear Earlene,

In negotiations on this contract we agreed to the following:

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

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

This program shall be implemented upon request of the Union.

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

- Conduct an annual open enrollment during November of each contract year.

This agreement does not apply to the dental or vision plans.

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

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

Sincerely,

Upra Smanel

Lora Shramek, Human Resources Administrator Johnson County Employer Representative

I acknowledge agreement to this letter of understanding:

Earlene Anderson Bargaining Representative, AFSCME Council 61

6-30-15 Date

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## **JOHNSON COUNTY**

#### **Human Resources Department** Lora Shramek, SPHR - Director

**RE:** Johnson County Ambulance Collective bargaining agreement 2021 - 2026

June 25, 2021

Letter of Understanding

We agree that Ambulance Billing Coder Chelsea Owens, who works open hours as a Paramedic, will receive sick leave benefits according to the collective bargaining agreement rather than the Johnson County Employee handbook.

> vora sprance FOR THE COUNTY

June 30, 2021 DATE

FOR THE UNION

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#### Memorandum of Understanding between Johnson County Board of Supervisors And AFSCME Local 183 Johnson County Ambulance Department

This letter serves to clarify that certain members of the bargaining unit assigned to the Guidelink Center (GLC), hereby classified as "Guidelink Staff" (both Paramedic and EMT) are to be provided the option to exempt themselves from the responsibility of mandatory 911 overtime shifts if they so choose. The employee will be provided the option to "opt out" of 911 mandatory upon completion of the standard JCAS orientation process.

This memorandum of understanding will run on a trial basis of one year, July 1, 2022 to June 30, 2023. It will be re-evaluated a month before the expiration, on or about June 1, 2023.

If an employee wishes to "opt out" and be exempt from 911 mandatory overtime, they:

- Will forgo all opportunity to pick up any 911 shifts or special events.
- Must still complete all set educational requirements for their individual certification level
- GLC employees exempt from 911 mandatory can still be utilized in an administrative capacity for Mass Casualty Incident emergencies
- GLC employees can opt in or out of 'mandatory exemption' status only once per year. Should an exempt GLC employee want to return to 911 status, a minimum of 45-day notification of this request shall be made by the employee to ensure adequate reorientation time
- An employee shall not be in 'mandatory exemption status' and bid for an open JCAS/911 line unless the start date of the line is greater than or equal to 45 days from the time of the line being awarded to allow for adequate re-orientation time

Should an employee wish to work additional shifts on 911 trucks or special events, they have the ability to "opt in." They must complete a "re-orientation" process, which is to be assigned by the education supervisor/management team, prior to being eligible to pick up hours. This process will be scheduled in addition to their regularly scheduled shifts.

When an employee "opts in," they become eligible for mandatory overtime shifts on the 911 trucks again and will be placed on the mandatory overtime list based on their level of seniority.

Calline Anderson FOR THE UNION

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June 22, 2022 DATE

#### Letter of Understanding between Johnson County Board of Supervisors And **AFSCME Local 183 Johnson County Ambulance Department**

This letter serves to clarify that certain members of the bargaining unit, hereby classified as "Lead Worker" and "Field Training Officer (FTO)" shall follow the below selection and training requirements.

An employee who is assigned and accepts Lead Worker or Field Training Officer responsibilities shall receive \$2.00 per hour over the employee's current rate of pay for all hours worked as Lead Worker or Field Training Officer.

Lead Worker shall be the most senior full time person scheduled at the main base when a supervisor is not working, that has completed the required Lead Worker training. Lead Workers shall complete the required Lead Worker training and adhere to the expectations of the Lead Worker role. If the most senior employee with successful completion of Lead Worker training is not scheduled at the main base, reasonable efforts will be made to move that employee to main base.

If there is no employee scheduled who has completed the Lead Worker training, the most senior employee will be the default selection for the Lead Worker role.

Field Training Officers will be members of the FTO program and must have completed the appropriate training from the Education Supervisor.

FOR THE COUNTY

Earlene Andlesson FOR THE UNION 8/17/2022

#### Letter of Understanding between Johnson County Board of Supervisors And **AFSCME Local 183 Johnson County Ambulance Department**

The parties mutually agree that any new hire employee who has relevant experience beyond the minimum qualifications of the EMT (EMT-B in the collective bargaining agreement) or Paramedic position to which they are appointed may be paid at an advanced step of the wage matrix. This step will not exceed step 8 (10 years) on the Ambulance wage matrix.

Credit for previous experience beyond the minimum will be determined by the Ambulance Director, Assistant Ambulance Director and Human Resources. Criteria will be based on hours worked and comparable service metrics (call volume, 911/transfer, metro/rural, EMT/paramedic experience). The wage assignment will not be grievable.

This letter commemorates our understanding. The effective date of this change is July 1, 2021, which is retroactive to the beginning of the 2021-2026 collective bargaining agreement. Payments to effected employees will be made accordingly. No other contract articles are changed by this letter of understanding.

for THE COUNTY

August 24 2022

Earlene Anderson FOR THE UNION <u>Leptember</u> 9, 2022

#### Memorandum of Understanding between Johnson County Board of Supervisors And **AFSCME Local 183 Johnson County Ambulance Department**

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This Memorandum of Understanding is entered between the Johnson County Board of Supervisors (herein the "County") and AFSCIME Local 183 Johnson County Ambulance Department (herein the "Union") for the purpose of amending the existing 2021-2026 Collective Bargaining Agreement between the County and the Union.

Labor market conditions have changed considerably since negotiating the five year collective bargaining agreement effective July 1, 2021. In response to the unprecedented situation affecting certain job classifications, the following action is being taken outside of the normal collective bargaining process.

Article 6 Wages and Longevity, Section 6.1 Wage schedule

Each Step on the Wage Matrix Appendix B for EMT and Paramedic will be increased by twenty percent (20%) with half effective November 28, 2022 (Appendix B-2) and half effective July 1, 2023 (Appendix C-2). Wage Matrix Appendices D-2 and E-2 will be increased accordingly. All new wage matrix appendices are attached.

#### 6.1 Wage schedule

- A. Effective July 1, 2021 all employees shall be paid as indicated in Appendix A of this contract and receive automatic step increases in accord with their eligibility date.
- B. Effective November 28, 2022 all employees shall be paid as indicated in Appendix B-2 of this contract and receive automatic step increases in accord with their eligibility date.
- C. Effective July 1, 2023 all employees shall be paid as indicated in Appendix C-2 of this contract and receive automatic step increases in accord with their eligibility date.
- D. Effective July 1, 2024 all employees shall be paid as indicated in Appendix D-2 of this contract and receive automatic step increases in accord with their eligibility date.
- E. Effective July 1, 2025 all émployees shall be paid as indicated in Appendix E-2 of this contract and receive automatic step increases in accord with their eligibility date.

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FOR THE COUNTY

FOR THE UNION

11/17/2022



## **JOHNSON COUNTY**

Human Resources Department Lora Shramek, SPHR – Director

#### LETTER OF AGREEMENT

between

JOHNSON COUNTY BOARD OF SUPERVISORS and AFSCME Local #183

Johnson County proposes the following changes to the collective bargaining agreement for employees in the Johnson County Ambulance Department.

Article 2 Hours of work/Employee terminology/Part-time benefits/Holiday pay and sick leave for clerks

- 1. Effective January 1, 2022:
  - A. Section 2.5 Part-time employee benefits, B. 2. Part-time holiday, vacation and sick leave benefits, Item a) Holidays Added Juneteenth.

#### Article 5 Holidays

- 1. Effective January 1, 2022:
  - A. Section 5.1 Holidays recognized and observed Added Juneteenth.

Article 6 Wages and londevity

- 1. Effective July 1, 2023:
  - A. Section 8.1 Wage schedule Change to read:
  - A. Effective July 1, 2021 all employees shall be paid as indicated in Appendix A of this contract and receive automatic step increases in accord with their eligibility date.
  - B. Effective July 1, 2022 all employees shall be paid as indicated in Appendix B and effective November 28, 2022 <u>Appendix B-2</u> of this contract and receive automatic step increases in accord with their eligibility date.
  - C. Effective July 1, 2023 all employees shall be paid as indicated in Appendix C-3 of this contract and receive

Johnson County Administration Bldg. + 913 South Dubuque St. + Jowa City, IA 52240-4307 + Phone (319)356-6003 + Fax (319)339-6182

automatic step increases in accord with their eligibility date.

- D. Effective July 1, 2024 all employees shall be paid as indicated in Appendix D-3 of this contract and receive automatic step increases in accord with their eligibility date.
- E. Effective July 1, 2025 all employees shall be paid as indicated in Appendix E-3 of this contract and receive automatic step increases in accord with their eligibility date.

The new wage matrices are marked Appendices C-3, D-3, and E-3 and are attached hereto. Appendix C-3 reflects a four (4%) percent increase rather than the negotiated two and a half percent (2.5%) effective July 1, 2023.

#### Article 9 Vacation

- 1. Effective January 1, 2022:
  - A. Section 9.1 Eligibility Increased starting vacation from two (2) to three (3) weeks as earned.

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- 2. Effective July 1, 2023:
  - A. Section 9.1 Eligibility Change to read;

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

lated past 2 years.

B. Section 9.6 Vacation rights in case of layoff or separation - Change to read:

Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking his/her vacation, shall be compensated in cash for the unused vacation he/she accumulated at the time of separation (not to exceed 10 weeks). However, if the employee fails to give at least 2 weeks notice to the Director in writing before resigning, this compensation for unused accumulated vacation time shall be forfeited.

FOR THE EMPLOYER

(Eslene Anderrow) FOR THE UNION

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6/8/28

4/4/2028

DATE

DATE

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## **JOHNSON COUNTY**

#### **Human Resources Department**

#### LETTER OF UNDERSTANDING

between

#### JOHNSON COUNTY BOARD OF SUPERVISORS and AFSCME Local #183

We agree addition of the Lead Medic for Ambulance Department. This position will receive a premium pay of \$2.00 per hour above the regular hours while serving as Lead Medic.

Acknowledge this agreement to this letter of understanding on the signature line below.

DATE

FOR THE UNION DAT

#### Appendix A

#### FY2022 Johnson County Ambulance

| July 1, 2021 - June 30, 202<br>2.00% |         | 6 months | l year  | 2 years  | 3 years | 4 years | 6 years | 10 years | 15 years | 20 years |
|--------------------------------------|---------|----------|---------|----------|---------|---------|---------|----------|----------|----------|
| Clerk I                              | \$17.09 | \$17.72  | \$18.39 | \$ 19.06 | \$19.68 | \$20.32 | \$21.15 | \$21.99  | \$23.13  | \$24.26  |
| Billing Coder                        | \$17.72 | \$ 18.39 | \$19.06 | \$ 19.68 | \$20.32 | \$21.15 | \$21.99 | \$23.13  | \$24.26  | \$24.62  |
| EMT-B                                | \$18.81 | \$ 19.57 | \$20.37 | \$21.29  | \$22.23 | \$22.57 | \$23.47 | \$24.40  | \$25.62  | \$26.92  |
| Paramedic                            | \$22.07 | \$ 22.89 | \$23.73 | \$24.68  | \$25.62 | \$26.67 | \$27.74 | \$28.87  | \$30.29  | \$31.81  |

#### FILED JOHNSON CO. IOWA

COUNTY AUDITOR

#### Appendix B

#### FY2023 Johnson County Ambulance

| July 1, 2022 - June 30, 202<br>2.25% | 3<br>Start | 6 months | l year  | 2 years  | 3 years | 4 years | 6 years          | 10 years | 15 years | 20 years |
|--------------------------------------|------------|----------|---------|----------|---------|---------|------------------|----------|----------|----------|
| Clerk I                              | \$17.47    | \$18.12  | \$18.80 | \$ 19.49 | \$20.12 | \$20.78 | \$21.63          | \$22.48  | \$23.65  | \$24.81  |
| Billing Coder                        | \$18.12    | \$18.80  | \$19.49 | \$20.12  | \$20.78 | \$21.63 | \$22.48          | \$23.65  | \$24.81  | \$25.17  |
| EMT-B                                | \$19.23    | \$20.01  | \$20.83 | \$21,77  | \$22.73 | \$23.08 | \$24.00          | \$24.95  | \$26.20  | \$27.53  |
| Paramedic                            | \$22.57    | \$23.41  | \$24.26 | \$25.24  | \$26.20 | \$27.27 | \$2 <b>8</b> .36 | \$29.52  | \$30.97  | \$ 32,53 |

#### FILED JOHNSON CO. IOWA

JUL 27 2021

COUNTY AUDITOR

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#### Appendix C

#### FY2024 Johnson County Ambulance

| July 1, 2023 - June 30, 2024<br>2.50% |         | 6 months | l year  | 2 years  | 3 years | 4 years | 6 years | 10 years | 15 years | 20 years |
|---------------------------------------|---------|----------|---------|----------|---------|---------|---------|----------|----------|----------|
| Clerk I                               | \$17.91 | \$18.57  | \$19.27 | \$ 19.98 | \$20.62 | \$21.30 | \$22.17 | \$23.04  | \$24.24  | \$25.43  |
| Billing Coder                         | \$18.57 | \$ 19.27 | \$19.98 | \$20.62  | \$21.30 | \$22.17 | \$23.04 | \$24.24  | \$25.43  | \$25.80  |
| EMT-B                                 | \$19.71 | \$20.51  | \$21.35 | \$22.31  | \$23.30 | \$23.66 | \$24.60 | \$25.57  | \$26.86  | \$28.22  |
| Paramedic                             | \$23.13 | \$24.00  | \$24.87 | \$25.87  | \$26.86 | \$27.95 | \$29.07 | \$30.26  | \$31.74  | \$33.34  |

#### FILED JOHNSON CO. IOWA

JUL 27 2021

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COUNTY AUDITOR

#### Appendix D

#### FY2025 Johnson County Ambulance

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| July 1, 2024 - June 30, 2025<br>2.75% |         | 6 months | 1 vear  | 2 vears | 3 vears | A vears | 6 vears | 10 vears | 15 years | 20 years |
|---------------------------------------|---------|----------|---------|---------|---------|---------|---------|----------|----------|----------|
| 2.1570                                | Juli    | 0 months | i yoai  |         | J years | 4 years | 0 years | 10 years | 15 years |          |
| Clerk I                               | \$18.40 | \$19.08  | \$19.80 | \$20.53 | \$21.19 | \$21.89 | \$22.78 | \$23.67  | \$24.91  | \$26.13  |
| Billing Coder                         | \$19.08 | \$19.80  | \$20.53 | \$21.19 | \$21.89 | \$22.78 | \$23.67 | \$24.91  | \$26.13  | \$26.51  |
| EMT-B                                 | \$20.25 | \$21.07  | \$21.94 | \$22.92 | \$23.94 | \$24.31 | \$25.28 | \$26.27  | \$27.60  | \$ 29.00 |
| Paramedic                             | \$23.77 | \$24.66  | \$25.55 | \$26.58 | \$27.60 | \$28.72 | \$29.87 | \$31.09  | \$32.61  | \$34.26  |



COUNTY AUDITOR

#### Appendix E

#### FY2026 Johnson County Ambulance

| July 1, 2025 - June 30, 202<br>3.00% | 6<br>Start | 6 months | 1 year  | 2 years | 3 years | 4 years | 6 years | 10 years | 15 years | 20 years |
|--------------------------------------|------------|----------|---------|---------|---------|---------|---------|----------|----------|----------|
| Clerk I                              | \$18.95    | \$ 19.65 | \$20.39 | \$21.15 | \$21.83 | \$22.55 | \$23.46 | \$24.38  | \$25.66  | \$26.91  |
| Billing Coder                        | \$19.65    | \$20.39  | \$21.15 | \$21.83 | \$22.55 | \$23.46 | \$24.38 | \$25.66  | \$26.91  | \$27.31  |
| EMT-B                                | \$20.86    | \$21.70  | \$22.60 | \$23.61 | \$24.66 | \$25.04 | \$26.04 | \$27.06  | \$28.43  | \$ 29.87 |
| Paramedic                            | \$24.48    | \$25.40  | \$26.32 | \$27.38 | \$28.43 | \$29.58 | \$30.77 | \$32.02  | \$33.59  | \$ 35.29 |

#### FILED JOHNSON CO. IOWA

COUNTY AUDITOR

### Appendix B - 2

#### FY2023 Johnson County Ambulance

| November 28, 2022 - June 2<br>2.25% | 30, 2023<br>Start | 6 months | 1 vear           | 2 vears         | 3 years | 4 vears | 6 vears | 10 years | 15 years | 20 years        |
|-------------------------------------|-------------------|----------|------------------|-----------------|---------|---------|---------|----------|----------|-----------------|
|                                     | Duit              | o monuio | i jour           | 2 yours         | 5 yours | - Jours | o yourb | 10 90415 | 15 90415 | 20 92010        |
| Clerk I                             | \$17.47           | \$18.12  | \$18.80          | \$ 19.49        | \$20,12 | \$20.78 | \$21.63 | \$22.48  | \$23.65  | <b>\$24.8</b> 1 |
| Billing Coder                       | \$18.12           | \$18.80  | \$1 <b>9</b> .49 | \$20.1 <b>2</b> | \$20.78 | \$21.63 | \$22.48 | \$23.65  | \$24,81  | \$25.17         |
| EMT-B +10%                          | \$21.15           | \$22.01  | \$22.91          | \$23.95         | \$25.00 | \$25.39 | \$26.40 | \$27.45  | \$28.82  | \$30.28         |
| Paramedic +10%                      | \$24.83           | \$25.75  | \$26.69          | \$27.76         | \$28.82 | \$30.00 | \$31.20 | \$32.47  | \$34.07  | \$35.78         |

### Appendix C - 2

#### FY2024 Johnson County Ambulance

| July 1, 2023 - June 30, 2024<br>2.50% |                 | 6 months | 1 year           | 2 years  | 3 years | 4 years | 6 years         | 10 years | 15 years | 20 years |  |
|---------------------------------------|-----------------|----------|------------------|----------|---------|---------|-----------------|----------|----------|----------|--|
| Clerk I                               | <b>\$17.9</b> 1 | \$18.57  | \$19.27          | \$ 19.98 | \$20.62 | \$21.30 | \$22.17         | \$23.04  | \$24.24  | \$25.43  |  |
| Billing Coder                         | <b>\$18.</b> 57 | \$ 19.27 | \$1 <b>9</b> .98 | \$20.62  | \$21.30 | \$22.17 | \$23.04         | \$24.24  | \$25.43  | \$25.80  |  |
| EMT-B +10%                            | \$23.60         | \$24.56  | \$25.56          | \$26.73  | \$27.90 | \$28.33 | \$29.46         | \$30.64  | \$32.16  | \$33.79  |  |
| Paramedic +10%                        | \$27.71         | \$28.73  | \$29.79          | \$30.97  | \$32.16 | \$33.48 | \$34, <b>82</b> | \$36.23  | \$38.02  | \$39.92  |  |

### Appendix D - 2

#### FY2025 Johnson County Ambulance

| July 1, 2024 - June 30, 2025 |                  |                         |                 |         |         |         |         |          |          |          |
|------------------------------|------------------|-------------------------|-----------------|---------|---------|---------|---------|----------|----------|----------|
| 2.75%                        | Start            | 6 months                | 1 year          | 2 years | 3 years | 4 years | 6 years | 10 years | 15 years | 20 years |
| Clerk I                      | \$1 <b>8</b> ,40 | <b>\$</b> 19.0 <b>8</b> | <b>\$19,8</b> 0 | \$20.53 | \$21.19 | \$21.89 | \$22.78 | \$23.67  | \$24.91  | \$26.13  |
| Billing Coder                | \$19.08          | <b>\$ 19.8</b> 0        | \$20.53         | \$21.19 | \$21.89 | \$22.78 | \$23.67 | \$24.91  | \$26.13  | \$26.51  |
| EMT-B                        | \$24.25          | \$25.24                 | \$26.26         | \$27.47 | \$28.67 | \$29.11 | \$30.27 | \$31.48  | \$33.04  | \$34,72  |
| Paramedic                    | \$28.47          | \$29.52                 | \$30.61         | \$31.82 | \$33.04 | \$34.40 | \$35.78 | \$37.23  | \$39.07  | \$41.02  |

#### Appendix E - 2

#### FY2026 Johnson County Ambulance

| July 1, 2025 - June 30, 2026<br>3.00% | 5<br>Start | 6 months         | l year  | 2 years  | 3 years | 4 years | 6 years | 10 years | 15 years | 20 years |
|---------------------------------------|------------|------------------|---------|----------|---------|---------|---------|----------|----------|----------|
| Clerk I                               | \$18.95    | \$ 19.65         | \$20.39 | \$21.15  | \$21.83 | \$22.55 | \$23.46 | \$24.38  | \$25.66  | \$26.91  |
| Billing Coder                         | \$19.65    | \$ 20.39         | \$21.15 | \$21.83  | \$22.55 | \$23.46 | \$24.38 | \$25.66  | \$26.91  | \$27.31  |
| EMT-B                                 | \$24.98    | \$26.00          | \$27.05 | \$28,29  | \$29.53 | \$29.98 | \$31.18 | \$32.42  | \$34.03  | \$35,76  |
| Paramedic                             | \$29.32    | <b>\$ 30.</b> 41 | \$31.53 | \$ 32.77 | \$34,03 | \$35.43 | \$36.85 | \$38.35  | \$40.24  | \$42.25  |

#### Appendix C - 3

FY2024 Johnson County Ambulance

| July 1, 2023 - June 30, 2024 |         |          |         |         |         |         |         |          |          |          |  |
|------------------------------|---------|----------|---------|---------|---------|---------|---------|----------|----------|----------|--|
| 4.00%                        | Start   | 6 months | 1 year  | 2 years | 3 years | 4 years | 6 years | 10 years | 15 years | 20 years |  |
| Clerk I                      | \$18.17 | \$18.84  | \$19.55 | \$20.27 | \$20.92 | \$21.61 | \$22.50 | \$23.38  | \$24,60  | \$25.80  |  |
| Billing Coder                | \$18.84 | \$19.55  | \$20.27 | \$20.92 | \$21.61 | \$22.50 | \$23.38 | \$24.60  | \$25.80  | \$26.18  |  |
| EMT-B +10%                   | \$24,20 | \$25.18  | \$26.21 | \$27.40 | \$28.60 | \$29.05 | \$30,20 | \$31.40  | \$32.97  | \$34.64  |  |
| Paramedic +10%               | \$28.41 | \$29.46  | \$30.53 | \$31.76 | \$32.97 | \$34.32 | \$35.69 | \$37.15  | \$38.98  | \$40.93  |  |

#### Appendix D - 3

#### FY2025 Johnson County Ambulance

| July 1, 2024 - June<br>2.75% | *       | 6 months                   | l year                                                 | 2 years                                          | 3 years | 4 years                  | 6 years          | 10 years | 15 years         | 20 years |  |
|------------------------------|---------|----------------------------|--------------------------------------------------------|--------------------------------------------------|---------|--------------------------|------------------|----------|------------------|----------|--|
| Clerk I                      | \$18.67 | \$19.36                    | \$20.09                                                | \$20.83                                          | \$21.50 | \$22.20                  | \$23.12          | \$24.02  | \$25.28          | \$26.51  |  |
| Billing Coder                | \$19.36 | \$20.09                    | \$20.83                                                | \$21.50                                          | \$22.20 | \$23.12                  | \$24.02          | \$25.28  | \$26.51          | \$26.90  |  |
| EMT-B                        | \$24.87 | \$25.87                    |                                                        | \$28.15                                          | ·       | \$29.85                  | \$31.03          | ·        | \$33.88          | -        |  |
| Paramedic                    | \$29.19 | \$30.27                    | \$31.37                                                | \$32.63                                          | \$33.88 | \$35.26                  | \$36.67          | \$38.17  | \$40.05          | \$42.06  |  |
| raramoute                    | φ49,19  | $\psi \cup \psi, \Delta I$ | $\psi_{\mathcal{O}} \iota_{\mathcal{O}} \mathcal{O} I$ | $\psi \mathcal{I} \mathcal{L}, \psi \mathcal{I}$ | φορ.00  | $\varphi \cup J, Z \cup$ | $\phi \cup 0, 0$ | φυσ.17   | $\psi \tau 0.05$ | φ-τ2.00  |  |

#### Appendix E - 3

FY2026 Johnson County Ambulance

| July 1, 2025 - June 30, 202<br>3,00% | 26<br>Start | 6 months         | 1 year   | 2 years  | 3 years  | 4 years          | 6 years  | 10 years         | 15 years | 20 years         |
|--------------------------------------|-------------|------------------|----------|----------|----------|------------------|----------|------------------|----------|------------------|
| Clerk I                              | \$ 19.23    | \$ 19.94         | \$ 20.69 | \$ 21.45 | \$ 22.15 | \$ 22.87         | \$ 23.81 | \$ 24.74         | \$ 26.04 | \$ <b>2</b> 7.31 |
| Billing Coder                        | \$ 19.94    | \$ 20.69         | \$ 21.45 | \$ 22.15 | \$ 22.87 | <b>\$ 23.8</b> 1 | \$ 24.74 | \$ 26.04         | \$ 27.31 | \$ <b>2</b> 7.71 |
| EMT-B                                | \$ 25,62    | \$ <b>2</b> 6.65 | \$ 27.74 | \$ 28.99 | \$ 30.27 | \$ 30.75         | \$ 31.96 | \$ 33. <b>23</b> | \$ 34.90 | \$ 36.66         |
| Paramedic                            | \$ 30.07    | \$ 31.18         | \$ 32.31 | \$ 33.61 | \$ 34.90 | \$ 36.32         | \$ 37.77 | \$ 39.32         | \$ 41,25 | \$ 43,32         |

# ACKNOWLEDGEMENT OF RECEIPT OF COLLECTIVE BARGAINING AGREEMENT

| First Name<br>I,                          | Last Name                                                        | , do hereby              |
|-------------------------------------------|------------------------------------------------------------------|--------------------------|
| acknowledge receipt<br>Ambulance Departme | of a copy of the Collective Bargaining Agreeme<br>ent Employees. | ent for AFSCME Local 183 |
| signHere1                                 |                                                                  |                          |

Signature of Individual

dateSigned

Date

#### IN THE EVENT THIS REQUEST IS MADE BY THE INDIVIDUAL'S PERSONAL REPRESENTATIVE

Date

Signature of personal representative

Legal authority of personal representative