



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(DECEMBER 12) (WEEK 50 OF 2023)**

Live streaming at:

<https://www.youtube.com/user/woodburycountyiowa>

Agenda and Minutes available at:

www.woodburycountyiowa.gov

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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held December 12, 2023, at **4:30 p.m.** in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

This is a formal meeting during which the Board may take official action on various items of business. Members of the public wishing to speak on an item must follow the participation rules adopted by the Board of Supervisors.

1. Please silence cell phones and other devices while in the Boardroom.
2. The Chair may recognize speakers on agenda items after initial discussion by the Board.
3. Speakers will approach the microphone one at a time and give their name and address before their statement.
4. Speakers will limit their remarks to three minutes on any one item and address their remarks to the Board.
5. At the beginning of discussion on any item, the Chair may request statements in favor of an action be heard first followed by statements in opposition to the action. The Chair may also request delegates provide statements on behalf of multiple speakers.
6. Any concerns or questions which do not relate to a scheduled item on the agenda will be heard under the item "Citizen Concerns." Please note the Board is legally prohibited from taking action on or engaging in deliberation on concerns not listed on the agenda, and in such cases the Chair will request further discussion take place after properly noticed.
7. Public comment by electronic or telephonic means is prohibited except for a particular agenda item when approved by the Chair 24 hours before a meeting or by a majority of the board during a meeting for a subsequent meeting.

AGENDA

4:30 p.m. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence

1. Approval of the agenda

Action

Consent Agenda

Items 2 through 5 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

2. Approval of the minutes of the December 5, 2023 meeting
3. Approval of claims
4. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Authorization to Initiate Hiring Process

5. Board of Supervisors
 - a. Authorization for Chairman to sign proposal from Whitfield & Eddy, PLC for legal services regarding the Woodbury County Law Enforcement Center project
 - b. Authorize the Chairman to sign the collective bargaining agreement with AFSCME Council 61, Iowa Local 3462 Woodbury County Courthouse for 2024-2027
 - c. Authorize the Chairman to sign the collective bargaining agreement with AFSCME Council 61, Iowa Local 3462 Woodbury County Juvenile Detention for 2024-2027
 - d. Authorize the Chairman to sign the collective bargaining agreement with AFSCME Council 61, Iowa Local 3462 Woodbury County Assistant County Attorneys for 2024-2027

End Consent Agenda

- | | | |
|---|---|-------------|
| 6. | Mayor of Merville – James Fisher
Discuss and/or take action on the reconstruction of Frontage Road in Merville | Action |
| 7. Secondary Roads – Mark Nahra | | |
| a. | Approval of quotation from Dixon Construction for \$70,000 for bridge F-115 repair on Carrol Ave, north of 210 th Street | Action |
| b. | Approval of the contract for gravel production at the Little Sioux Gravel Pit with Bedrock for \$1,980,000.00 | Action |
| c. | Approval of contract for gravel production at the Little Sioux Gravel Pit with Bedrock for \$600,000.00 | Action |
| 8. Board of Supervisors – Matthew Ung | | |
| | Correcting the record on misapplication of parliamentary procedure and false accusations made by a citizen against the Chair during the “Approval of the Agenda” item at the December 5 meeting | Information |
| 9. Board of Supervisors – Mark Nelson & Keith Radig | | |
| | Law Enforcement Center project update | Information |
| 10. Reports on Committee Meetings | | |
| | | Information |
| 11. Citizen Concerns | | |
| | | Information |
| 12. Board Concerns | | |
| | | Information |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- WED., DEC. 13** 7:30 a.m. SIMPCO Executive-Finance Committee Meeting - Hybrid
8:05 a.m. Woodbury County Information Communication Commission, First Floor Boardroom
12:00 p.m. District Board of Health Meeting, 1014 Nebraska St.
- THU., DEC. 14** 12:00 p.m. SIMPCO Board of Directors, 1122 Pierce St.
4:00 p.m. Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- FRI., DEC. 15** 12:00 p.m. Siouxland Human Investment Partnership Board Meeting, 2540 Glenn Ave.
- WED., DEC. 20** 12:00 p.m. Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THU., DEC. 21** 1:30 p.m. SIMPCO Community & Economic Development, Hybrid
4:30 p.m. Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- WED., DEC. 27** 2:30 p.m. Rolling Hills Community Services Region Governance Board Meeting
- THU., DEC. 28** 11:00 a.m. Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce
- WED., JAN. 3** 4:45 p.m. Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- WED., JAN. 10** 8:05 a.m. Woodbury County Information Communication Commission, First Floor Boardroom
12:00 p.m. District Board of Health Meeting, 1014 Nebraska St.
6:30 p.m. 911 Service Board Meeting, Public Safety Center, Climbing Hill
- THU., JAN. 11** 12:00 p.m. SIMPCO Board of Directors, 1122 Pierce St.
4:00 p.m. Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park

Woodbury County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will consider reasonable accommodations for qualified individuals with disabilities and encourages prospective employees and incumbents to discuss potential accommodations with the Employer.

Federal and state laws prohibit employment and/or public accommodation discrimination on the basis of age, color, creed, disability, gender identity, national origin, pregnancy, race, religion, sex, sexual orientation or veteran's status. If you believe you have been discriminated against, please contact the Iowa Civil Rights Commission at 800-457-4416 or Iowa Department of Transportation's civil rights coordinator. If you need accommodations because of a disability to access the Iowa Department of Transportation's services, contact the agency's affirmative action officer at 800-262-0003.

DECEMBER 5, 2023, FORTY-NINETH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, December 5, 2023, at 3:00 p.m. Board members present were Nelson, Ung, Bittinger II, Radig, and Taylor. Staff members present were Karen James, Board Administrative Assistant, Dennis Butler, Finance and Budget Director, Joshua Widman, Assistant County Attorney, Melissa Thomas, Human Resources Director, and Michelle Skaff, Deputy Auditor/Clerk to the Board.

Motion by Ung second by Radig to go into Joint Closed Session with LEC Authority per Iowa Code Section 21.5(1)(c). Carried 4-0 on roll-call vote.

Supervisor Taylor entered the meeting at 3:08pm.

Motion by Ung second by Nelson to go out of Joint Closed Session with LEC Authority per Iowa Code Section 21.5(1)(c). Carried 5-0 on roll-call vote

The regular meeting was called to order with the Pledge of Allegiance to the Flag and a Moment of Silence.

1. Motion by Ung second by Taylor to approve the agenda for December 5, 2023. Carried 5-0. Copy filed.

Doyle Turner, 2738 200th St, objected items 8, 9 ,10b, and 11.

Motion by Ung second by Taylor to approve the following items by consent:

2. To approve minutes of the November 28, 2023 meeting. Copy filed.
3. To approve the claims totaling \$587,529.46. Copy filed.
4. To approve and authorize the Chairperson to sign a Resolution approving petition for suspension of taxes through the redemption process for Dennis Trizila, 3520 Parkview Blvd., parcel #894723385011.

**WOODBURY COUNTY, IOWA
RESOLUTION #13,684
RESOLUTION APPROVING PETITION FOR SUSPENSION
OF TAXES THROUGH THE REDEMPTION PROCESS**

WHEREAS, Dennis Trizila is a titleholder of property located at 3520 Parkview Blvd., Sioux City, Iowa, Woodbury County, Iowa, and legally described as follows:

Parcel #894723385011

KELLY PARK LOTS 13 & 14 BLOCK 23

WHEREAS, Dennis Trizila, is a titleholder of the aforementioned property has petitioned the Board of Supervisors for a suspension of taxes pursuant to the 2017 Iowa Code Section 447.9(3) and,

WHEREAS, the Board of Supervisors recognizes from documents provided that the petitioner is unable to provide to the public revenue; and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby directs the County Auditor to redeem this property Parcel #894721479001 owned by the petitioner from the holder of a certificate of purchase of the amount necessary to redeem under section 447.9, and hereby directs the Woodbury County Treasurer to so record the approval of this tax suspension for this parcel.

SO RESOLVED this 5th day of December 2023.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 5a. To approve the separation of Greg Ashcraft, Civilian Jailer, County Sheriff Dept., effective 11-28-23. Resignation.; and the separation of Dylan Ryder, Civilian Jailer, County Sheriff Dept., effective 12-09-23. Resignation. Copy filed.
- 5b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for (2) Civilian Jailers, County Sheriff Dept. CWA: \$23.97/hour. Copy filed.
- 6a. To approve property tax refund for ACC LLC, for parcel #894715351003, 3100 Norman Dr., in the amount of \$2,371.00. Copy filed.
- 6b. To approve and authorize the Chairperson to sign a Resolution approving abatement of taxes for Lake Forest MHC LLC, vin #0581123406, 1988 Champion.

**WOODBURY COUNTY, IOWA
RESOLUTION #13,685
RESOLUTION APPROVING ABATEMENT OF TAXES**

WHEREAS, Lake Forest MHC LLC is the titleholder of a mobile home

VIN #0581123406 located in Woodbury County, Iowa and legally described as follows:

VIN #0581123406 Year/Model 1988 Champion

WHEREAS, the above-stated mobile home has taxes payable including special assessments and the mobile home is owned by Lake Forest MHC LLC.

WHEREAS, these taxes are uncollectable or impractical to pursue collection through personal judgement or tax sale.

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and;

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above mobile home according to Code of Iowa, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 5th day of December, 2023.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 6c. To approve and authorize the Chairperson to sign a Resolution approving abatement of taxes for Yes Communities, vin #8379, 1981 Sharlo.

**WOODBURY COUNTY, IOWA
RESOLUTION #13,686
RESOLUTION APPROVING ABATMENT OF TAXES**

WHEREAS, Yes Communities is the titleholder of a mobile home

VIN #8379 located in Woodbury County, Iowa and legally described as follows:

VIN #8379 Year/Model 1981 Sharlo

WHEREAS, the above-stated mobile home has taxes payable including special assessments and the mobile home is owned by Yes Communities.

WHEREAS, these taxes are uncollectable or impractical to pursue collection through personal judgement or tax sale.

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and;

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above mobile home according to Code of Iowa, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 5th day of December, 2023.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 6d. To approve and authorize the Chairperson to sign a Resolution approving abatement of taxes for Vanessa Roman, vin #NEB99B01379, 1999 Belaire.

**WOODBURY COUNTY, IOWA
RESOLUTION #13,687
RESOLUTION APPROVING ABATEMENT OF TAXES**

WHEREAS, Vanessa Roman is the titleholder of a mobile home

VIN #NEB99B01379 located in Woodbury County, Iowa and legally described as follows:

VIN #NEB99B01379 Year/Model 1999 Belaire

WHEREAS, the above-stated mobile home has taxes payable including special assessments and the mobile home is owned by Vanessa Roman.

WHEREAS, these taxes are uncollectable or impractical to pursue collection through personal judgement or tax sale.

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and;

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above mobile home according to Code of Iowa, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 5th day of December, 2023.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

Carried 5-0.

- 7. Motion by Radig second by Taylor to approve the selection of HNTB for grant preparation work and direct County Engineer to negotiate a contract with the consultant. Carried 5-0. Copy filed.
- 8. On behalf of CWA Local 7177, Deputy Sage Lewis read a statement regarding Supervisor Taylor. Copy filed.
Motion by Taylor second by Ung to receive the statement from Deputy Sage. Carried 5-0. Copy filed.
- 9. Western Iowa Labor Federation, AFL-CIO, Craig Levine, shared public comments from its members concerning Supervisor Taylor. Copy filed.
- 10a. Motion by Radig second by Bittinger to accept the resignation of Jeremy Taylor as Vice-Chairperson for the remainder of the 2023 session. Carried 5-0. Copy filed.

10b. Motion by Radig second by Taylor to appoint Mark Nelson as Vice-Chairperson replacement for the remainder of the 2023 session. Carried 5-0. Copy filed.

11. Public response to the resolution submitted to the board by the County Auditor during citizen concerns of the November 28th meeting was solicited by the board. Copy filed.

Pat Gill, Woodbury County Auditor, addressed the board regarding the resolution.

12. Motion by Radig second by Taylor to approve to set a roundtable meeting in the basement of the Woodbury County Courthouse for December 15th at 3:30 p.m., and invite Iowa's area legislators and supervisors to attend the roundtable hosted by the Woodbury County board of Supervisors. Carried 5-0. Copy filed.

Doyle Turner, 2738 200th St, addressed the board in support of the roundtable meeting.

13. Reports on committee meetings were heard.

14. There were no citizen concerns.

15. Board concerns were heard.

The Board adjourned the regular meeting until December 12, 2023.

Meeting sign in sheet. Copy filed.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: December 12, 2023

*** PERSONNEL ACTION CODE:**

A - Appointment	R - Reclassification
T - Transfer	E - End of Probation
P - Promotion	S - Separation
D - Demotion	O - Other

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Taylor, Jeremy	Board of Supervisors	12-05-23	Board Member	\$40,744.78/year	0%	T	Transfer from Board Vice Chair to Board Member.
Nelson, Mark	Board of Supervisors	12-05-23	Board Vice Chair	\$40,744.78/year	0%	T	Transfer from Board Member to Board Vice Chair.
Ritchie, Stacy	Human Resources	12-11-23	Senior Clerk	\$25.88/hour	10%=\$2.45/hr	R	Per Wage Plan comparability with AFSCME Courthouse Contract, from Grade 4/Step 4 to Grade 4/Step 5.
Gates, Kyle	Secondary Roads	12-25-23	Assistant to County Engineer	\$3,938.05/ bi-weekly	5.75%= \$214.13/ bi-weekly	R	Per Wage Plan Matrix, 6 month Salary Increase.
Lauters, Dean	County Sheriff	12-25-23	P/T Courthouse Safety & Security Officer	\$21.65/hour	5.5%=\$1.13/ hour	R	Per Wage Plan comparability with AFSCME Courthouse Contract, from Grade 3/Step 3 to Grade 3/Step 4.
Henningfeld, Sheila	County Sheriff	12-25-23	Clerk III	\$25.57/hour	5%=\$1.24/hr	R	Per AFSCME Courthouse Contract agreement, from Grade 5/Step 3 to Grade 5/Step 4.
Uhl, Randy	County Sheriff	12-25-23	Civilian Lieutenant	\$3,595.45/ bi-weekly	3.25%= \$113.18/ bi-weekly	R	Per Wage Plan Matrix, 3 year Salary Increase.

APPROVED BY BOARD DATE: _____

Melissa Thomas

MELISSA THOMAS, HR DIRECTOR: _____

HUMAN RESOURCES DEPARTMENT

WOODBURY COUNTY, IOWA

DATE: December 12, 2023

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
County Treasurer	Clerk II	AFSCME Courthouse: \$18.68/hour		

Chairman, Board of Supervisors

Whitfield & Eddy, PLC Proposal for Legal Services

Project: Woodbury County Law Enforcement Center
Client: Board of Supervisors, Woodbury County, Iowa

Date: 20 Nov 2023

Whitfield & Eddy, PLC, (or “the Firm”), offers the following proposal for provision of legal services with respect to the above Project.

1. Scope of Engagement:

- a. Whitfield will examine the possibility of recovery of losses due to the late completion of the Project, including lost revenue from federal prisoner participation in the LEC.
- b. Whitfield will examine the potential liability of any party which is or may be responsible for the alleged failure of the plans and specifications to provide adequate fire protection systems, including a fire damper system that complies with engineering standards and all applicable codes.
- c. Whitfield will examine the issue of which party (the Board, the Authority, or both) has standing to pursue remedies to recoup losses.
- d. Whitfield will examine potential sources of recovery for losses incurred by the County due to late completion of the Project, including, but not limited to, loss of revenue from federal prisoner placement sources.
- e. Whitfield will examine the Lease Agreement between Woodbury County and the Woodbury County Law Enforcement Center Authority dated September 1, 2020 and determine whether the Lease needs to be amended or otherwise modified. It is understood

that Whitfield may choose to work with the Ahlers Law Firm to undertake such review of the Lease Agreement.

2. This Proposal is based on information as to the Project provided to us by parties familiar with the Project, and our review of documents posted on the LEC's website. It is understood that the scope of the engagement may change from time as more information is obtained.

3. Whitfield's Fees and Expenses

a. Fees: Whitfield will bill Clients for its fees on the basis of tenths of an hour. John Templer's hourly rate is \$450. Whitfield may also employ the services of partner Sean Corpstein. Sean Corpstein's rate is \$375. Other Whitfield legal personnel such as Associates, Legal Assistants, and Law Clerks may perform work on the project as needed. The services performed by such other Whitfield personnel will be billed at the standard hourly rate for the services. Our hourly rates for the services rendered pursuant to this contract may increase slightly beginning in the next calendar year. If that happens the quoted rates will increase by \$10/hour. You will be notified of and agree to pay the updated rates.

b. Expenses. We do not bill for usual copying tasks, long-distance phone calls (with the exception of any conference calls or "Zoom" calls for which a fee is charged.) We will bill for any travel outside of Polk County at the current IRS mileage rate. We will also bill travel time outside of Polk County at the regular hourly rate of the involved Whitfield personnel.

c. Our fees and expenses are billed monthly and we expect payment to be made within thirty days of the mailing date of the invoice.

- d. Due to the open-ended nature of the Project and unexpected issues that may arise with respect to the project and/or changes to Iowa law, we are unable to predict the total fees and expenses which may be billed to the Project.
4. Termination: Either Client or Whitfield may terminate Whitfield's representation at any time for any reason, subject, on our part, to the applicable Rules of Professional Conduct. Unless terminated earlier, our representation will terminate automatically upon completion of the work for which you have engaged the Firm.
5. This Proposal shall remain open for 30 days from the date set out above.

WHITFIELD & EDDY, PLC

/s/ John A. Templer, Jr.

ACCEPTED BY:

Woodbury County Board
of Supervisors

Signature

Printed Name

Date

EXECUTION COPY

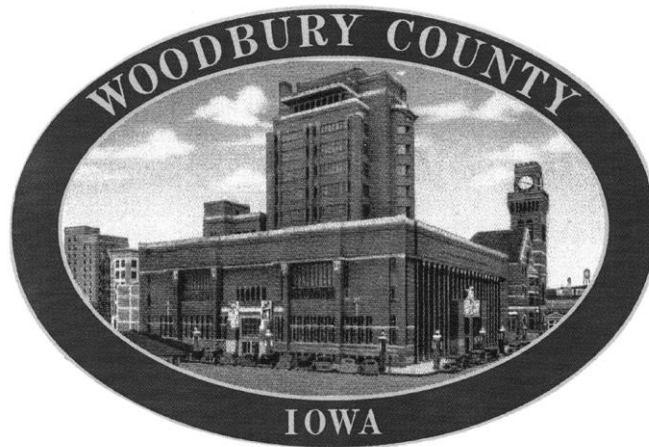
MASTER CONTRACT

BETWEEN

WOODBURY COUNTY, IOWA

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 61
LOCAL 3462, WOODBURY COUNTY
COURTHOUSE EMPLOYEES**



FOR July 1, 2024 to June 30, 2027

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ARTICLE I
Definitions

Section 1 Full-Time Employee

A regular full-time employee is an employee who works forty (40) hours per week year round.

Section 2 Part-Time Employee

A regular part-time employee is an employee who works less than forty (40) hours per week year round.

Section 3 Temporary Employee

A temporary employee is an employee hired to work for a limited period of time not to exceed one hundred twenty (120) calendar days per year.

Section 4 Act

The Iowa Public Employment Relations Act.

Section 5 Board

The members of the Woodbury County Board of Supervisors.

Section 6 County

Woodbury County, Iowa

Section 7 Employees

Individuals employed by the County in the bargaining unit identified in PERB Case Nos. 3337 and 3661.

Section 8 Employer

Woodbury County, Iowa, acting through its Board of Supervisors, or such elected officials, department heads or other persons designated by the Board of Supervisors to act on its behalf.

Section 9 PERB

The Iowa Public Employment Relations Board.

Section 10 Union

The American Federation of State, County and Municipal Employees, Iowa Public Employee Council 61, AFL-CIO, and its appropriate affiliated local.

ARTICLE II
Union Stewards and Union Leave

Section 1 Union Stewards

Employees selected by the Union to act as Union representatives shall be known as "Stewards". One Steward shall be designated by the Union as the "Chief Steward". The names of the employees so selected (including the alternates designated to act in their absence) and those of other Union representatives authorized to represent employees will be certified in writing to the Employer by the Union. The Union will also certify the names of the members, not to exceed five (5) in number, who will constitute the Union Committee for the purpose of Labor-Management meetings.

Except for the time approved for the processing of grievances under Article IV, Section 6, Union Stewards will perform all of the duties related to their position as Union Steward during non-work times. If the performance of their Union Steward duties involves another bargaining unit employee, then the duties shall be performed during non-work times for both employees.

Section 2 Union Representatives

The Union shall advise the Employer in writing as to its International Union Representative and/or Council Representative assigned to represent the bargaining unit. Such Union Representative or other person authorized by the Union may visit bargaining unit job sites for the purpose of verifying Employer compliance with this agreement. Representatives shall conduct their activities in such a manner as to not unreasonably interfere with the Employer's operations.

Section 3 Bulletin Boards

The Union shall be allowed to use a designated bulletin board for the posting of information to the employees in the unit.

Section 4 Discrimination

The parties agree that their respective policies consistent with the Code of Iowa will not violate the rights or discriminate against any employee covered by this Agreement because of age, race, sex, creed, color, national origin or disability. If an employee files a discrimination complaint with a governmental agency, then the employer shall not be required to process a grievance related to such complaint.

ARTICLE III
Grievance Procedures

Section 1 Definitions

A grievance is a claim that there has been a violation, misinterpretation, or a misapplication of a specific provision of this Agreement.

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"Days" means calendar days. If the last calendar day on which action is required to be taken is a holiday, then the time limit shall be extended to the next calendar day, which is not a Saturday or Sunday, following the holiday.

A "grievant" is the employee or group of employees filing the grievance.

A grievance shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, if known, and the specific section or sections of the Agreement involved. The grievance shall be presented to the Department Head and/or designee (on forms furnished by the Union) and signed and dated by the Union. The grievance form will state the name of the employee(s) authorizing the filing of the grievance. An aggrieved Employee shall have the right to a Union Representative appointed by the Union at all steps of the grievance procedure.

Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the Employer.

The arbitration provisions of this Agreement may only be invoked with the approval of the employee organization and in the case of an employee's grievance only with the approval of the public employee.

The employee and/or steward are encouraged during the fourteen (14) days filing period to discuss and attempt to resolve the grievance prior to writing out the grievance. All grievances must be presented promptly and no later than fourteen (14) 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.

Section 2 Time Limits

If a grievance is not presented within any of the time limits specified in this article, it shall be waived and the Employer's last answer shall be final and binding. Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure will be considered as having been denied and the grievance will be automatically appealed to the next step. In order to be considered timely, a hearing regarding a grievance which is appealed to arbitration via the Board of Supervisors must be scheduled no later than sixty (60) days from the date the grievance was appealed to arbitration.

If an arbitration hearing is not held within the above mentioned sixty (60) days, the grievance will be considered denied. Authority to schedule a hearing rests with the arbitrator should the parties disagree. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.

Section 3 Procedures

All grievances will be handled in accordance with the following procedures:

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Step One. Within seven (7) days of receipt of the written grievance from the employee or his/her Union Representative, the Department Head and/or designee shall schedule a meeting with the appropriate Union Representative and Grievant and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the Department Head and/or designee and returned to the employee and his/her Union Representative within fourteen (14) days from the receipt of the written grievance submitted to the Department Head or designee.

Step Two. If the grievance is not settled in Step One, it may be appealed by the grievant, or his/her Union Representative, to the Board within twenty-one (21) days after the written answer of the Department Head and/or designee. The Board shall meet and attempt to resolve the grievance with the appropriate Union Representative and Grievant within twenty-one (21) days after the appeal is received by the Board. The Board shall render a decision to the grievant and his/her Union Representative within fourteen (14) days following the meeting with the grievant.

Section 4 Appeal to Arbitration

Any grievance not settled to the satisfaction of the Union in Step Two of the grievance procedure may be appealed to arbitration, providing the appeal to arbitration is in writing to the other party. An employee may not appeal to arbitration without the approval of the Union. This appeal must be made within thirty (30) days after the date upon which the Board issued a final answer in the Second Step of the grievance procedure.

Section 5 Arbitration

Within seven (7) days from the date of the receipt of the written request for arbitration, the Employer and the Union shall meet and either mutually agree upon an arbitrator or the parties or party, acting jointly or separately, shall request the PERB to submit a list of five (5) arbitrators from which one (1) arbitrator shall be selected to hear and decide the grievance. The Employer and the Union shall meet within seven (7) days from receipt of said list and alternately strike four (4) names from the submitted list, and the person whose name is left shall be the arbitrator, provided however, the Union and the Employer may mutually agree that the list of proposed arbitrators is unacceptable and will thereafter jointly petition the PERB for a new list of five (5) arbitrators. The party making the first strike shall be determined by a flip of a coin.

The arbitrator shall conduct a hearing on the grievance within a reasonable time and shall be empowered to rule on all disputes. However, he shall have no power to change or amend the terms, conditions or applications of this agreement or any other agreement made supplementary hereto. The decision reached by the arbitrator shall be final and binding upon the parties. Unless otherwise agreed to by the Employer and the Union, the decision of the arbitrator and the findings upon which it is based shall be in writing and the copies thereof presented to each party within thirty (30) calendar days from the date the hearing terminates.

If two (2) or more grievances are appealed to arbitration, the parties will attempt to agree upon a single arbitrator to hear the grievances. If the parties fail to agree to combine the grievances, then each grievance will be submitted to a separate arbitrator.

The fees and expenses of the arbitrator will be shared equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting

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of the hearing shall be borne by the party requesting the same. Such cost shall include a copy of the transcript for the arbitrator and the non-requesting party should either or both of them desire the same. Each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred. The arbitrators shall only have authority to determine the compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.

The decision of the arbitrator shall be final and binding on both parties of this Agreement provided such decision does not exceed the arbitrator's jurisdiction or authority as set forth above.

Section 6 Processing Grievances

If the employee's Supervisor and the Union Representative's Supervisor agree, grievances may be, but are not required to be, processed during regular working hours without loss of pay.

Processing grievances shall be defined as investigating grievances, filing grievances, and attending any step 1 or 2 meetings regarding grievances. However, only one (1) local Union grievance representative will be in pay status for any one grievance. Whenever possible the Union representatives will provide twenty-four (24) hours notice to their supervisor. Further, in a group grievance, only one (1) of the grievants shall be in pay status as spokesperson for the group. (Group grievances are defined as, and limited to, those grievances which cover more than one employee, and which involve like circumstances and facts for the grievants involved.) The employer is not responsible for any compensation of employees or Union representatives for time spent processing grievances outside their regularly scheduled hours of employment.

Notwithstanding the foregoing provisions of this Section, the Employer agrees to conduct all grievance meetings involving second or third shift employees either during the shift or at a time which is contiguous to the employee's shift. The Employer is not responsible for any compensation of second or third shift employees for such grievance meetings unless the Employer specifically requests or if the parties mutually agree that the grievant attend the hearing in which case the grievant shall be compensated for the actual time spent in such hearing at his/her regular hourly rate and shall not be counted as hours worked for purposes of computing overtime.

Section 7 Exclusive Procedure

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 Agreement.

Section 8 Exclusion of Grievant

An aggrieved employee is entitled to be present at all steps of the grievance procedure. Should the employee be excused by either party the grievance shall be processed in the absence of the aggrieved employee and the Union will be allowed one (1) representative in pay status.

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Section 9 Retroactivity

Settlement of grievance may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than twenty-four (24) days prior to the date of initiation of the written grievance in Step One.

Section 10 Number of Stewards

For information purposes only, the Union shall provide the Human Resources Director of Woodbury County with a written list setting forth the names of the Stewards.

The Employer shall supply the local Union with a list of supervisors to contact on grievance matters.

Section 11 Discipline and Discharge

The Union recognizes the right of the employer to suspend, discharge or take other appropriate disciplinary action for just cause. The employer agrees to use progressive discipline where appropriate.

The intention to take disciplinary action shall be reported to the Director of Human Resources prior to taking any action. The Director of the Human Resources shall inform the Union prior to any disciplinary action being taken. However, the employer may immediately suspend an employee with pay while an investigation is pending.

Any disciplinary action may be processed as a grievance through the grievance procedure. A grievance based on a suspension without pay or discharge shall begin with the second step of the grievance procedure. Grievances of all other disciplinary actions shall begin with the first step of the grievance procedure.

ARTICLE IV

Seniority

Section 1 Definition of Seniority

Seniority is defined as an employee's length of continuous service with the County, since their date of hire. Any length of service in a temporary position shall be included in the computation of seniority if the employment was contiguous to the appointment to a permanent position.

In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

Section 2 Seniority Records

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The seniority records for employees shall be maintained by the Employer, shall be provided to the Union, and shall be updated annually. A similar list will be posted on all bulletin boards where bargaining unit personnel are employed. Objections to the list may be filed as a grievance, and corrections will be made appropriately.

Section 3 Termination of Seniority

An employee shall lose seniority and the employment relationship shall be terminated in the following cases: (a) employee quits; (b) employee is discharged; (c) employee fails to report to work at the end of leave of absence; or (d) employee retires. Provided further that layoff of two (2) years or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay and absence while receiving temporary total disability benefits under the Iowa Worker's Compensation Act, not to exceed one year, shall not constitute a break or interruption in service within the meaning of this Article.

Section 4 Probationary Period

For purposes of this contract the probationary period for new employees shall be one hundred and eighty (180) calendar days. This probationary period shall begin to run from the first day of the employee's service as a permanent employee and may be extended by the Department Head, at his/her discretion, for an additional period of one hundred and eighty (180) consecutive calendar days. If an employee's probationary period is extended, the Department Head shall provide the employee with a written explanation of the reason(s) for the extension.

ARTICLE V
Hours of Work

Section 1 Daily Hours

This Article is intended to define the normal hours of work per day. Fluctuating or flexible work schedules may be allowed where there is mutual agreement between the employee and his/her Department Head.

The regular work day for full-time employees shall consist of eight (8) hours exclusive of the meal period. The regular work day for part-time employees shall be determined by the Department Head. The regular work week for full-time employees shall consist of forty (40) hours in a seven (7) day period.

Section 2 Change in Hours

Daily and weekly work schedules may be changed by the Department Head from time to time to meet the Department's requirements. Employees shall be given fourteen (14) calendar days notice, both orally and in writing, of any change in work schedules except in cases of emergency. Employees shall be required to work the hours scheduled by the Department Head, including all hours scheduled during any emergency or emergency situation. The existence of emergencies and emergency situations shall be determined by the Department Head. Work schedules may not be changed for the purpose of avoiding overtime unless the employee has been provided fourteen (14) work days notice.

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The hours of full-time or part-time employees will not be reduced for the sole purpose of eliminating full-time or part-time benefits. This provision shall not affect the order or procedures for reduction of staff.

Section 3 Work Breaks

Each employee scheduled to work for eight (8) hours in one (1) day shall receive two (2) paid fifteen (15) minute breaks at times designated by his/her supervisor. All other employees shall receive one (1) paid fifteen (15) minute break at a time designated by his/her supervisor.

Section 4 Meal Periods

Employees shall be granted a one-half (1/2) hour meal period, or a forty-five (45) minute meal period, or a one (1) hour meal period, at the discretion of the Department Head. The meal period will be without pay and will be scheduled at the approximate middle of the shift.

Section 5 Shift Differential

The Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of \$0.75 per hour for any hours worked between 4:00 p.m. and 1:00 a.m. and a shift differential of \$0.85 per hour for any hours worked between 1:00 a.m. and 8:00 a.m. Hours worked on a regular "day shift" schedule that normally begins prior to 8:00 a.m. or ends after 4:00 p.m. will not be eligible for shift differential. Shift differential will not be included in the calculation of overtime.

Section 6 Overtime

A. Definition

Work performed by all employees in excess of forty (40) hours in any week shall be overtime hours. The work week shall begin at 12:00 a.m. (midnight) on Monday and shall end the following Monday at 11:59 p.m.

B. Computation of Overtime

Overtime will be calculated in accordance with the Fair Labor Standard Act

C. Approval of Overtime

No employee shall be compensated for overtime work unless such work has been approved by the employee's supervisor.

D. Overtime Pay and Compensatory Time

Unless the employee and the supervisor agree that overtime hours will be compensated with time off, overtime hours shall be compensated in cash.

If overtime hours are compensated in cash, payment shall be made in accordance with Section 7 of the Fair Labor Standards Act.

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If overtime hours are compensated with time off, compensatory time shall be provided at a rate of one and one-half (1 ½) hours for each hour of overtime employment. Compensatory time may be accumulated to a maximum of two hundred and forty (240) hours. If compensation is paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives the compensation. Accrued compensatory time off not used by June 10 shall be paid for in cash prior to July 1. Employees will be paid in cash for accrued compensatory time prior to transfer to a higher paying position.

Upon termination of employment, employees who have accrued compensatory time, shall be paid for unused compensatory time at a rate of compensation not less than:

- (1) the average regular rate received by the employee during the last three (3) years of the individual's employment, or
- (2) the final regular rate received by the employee, whichever is higher.
Employees who have accrued compensatory time off, may request the use of compensatory time and shall be permitted to use such time within a reasonable period after making the request if the use of compensatory time does not unduly disrupt the operations of the Department.

E. Distribution of Overtime

Where overtime is approved, it shall be distributed equitably among employees in the same job classification by seniority on rotation with the understanding that nothing contained in this section shall prohibit the employer from assigning overtime on a given job to an employee already assigned to that specific task. The Employer will, as far as practicable, offer overtime based on seniority on a descending rotation. Employees will be allowed thirty (30) minutes to respond to offered overtime if time allows. Offered overtime declined shall be considered a rotation opportunity forfeited for the purpose of overtime distribution. The Employer will post the current schedule of rotation each week.

F. Overtime Breaks and Meal Periods

Employees who are scheduled to work less than four (4) hours overtime shall receive a fifteen (15) minute rest period before they commence work beyond their regular shift. If an employee is scheduled for overtime work which will extend four (4) hours beyond his/her regularly scheduled shift, a thirty (30) minute meal period will be provided at a time which is subject to the approval of the head of the shift.

Section 7 Call-Back Pay

Employees called back to work outside their normal workday shall be paid a minimum of two (2) hours at time and one-half (1 ½) and may be required to work up to two (2) hours on tasks related to the tasks for which they were called back to work or on tasks which would require a call back.

Section 8 On-Call Pay

One employee from the Building Services Maintenance Staff will be on active standby each

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week. The employee who is on active standby will carry a pager and will be available to be called back to work during all non-working hours for the week that he/she is on active standby. An employee on active standby who is actually called back to work will be compensated for the time actually worked as provided in the previous sections of this Article. Regardless of whether or not the employee is called back to work, he/she will receive the following compensation:

A. Effective July 1, 2024 the employee shall receive Eighty-three dollars and twenty cents (83.20) per week as active standby pay in addition to his/her regular compensation. This is based upon one hundred and twenty eight non-working hours per week at sixty-five cents (\$0.65) per hour.

If an employee is not able to be on active standby for a full week, they will be compensated at the following rate:

B. Effective July 1, 2024 the employee shall receive sixty-five cents (\$0.65) per hour per normal non-working hour for the time that they are actually on active standby.

If an employee is not able to be on active standby for his/her full assigned week, it is his/her responsibility to find another Maintenance Staff employee to exchange times with them. Any time there is a change in the active standby roster, the employee initially assigned the active standby duty is responsible for informing the Department Head prior to the change.

ARTICLE VI
Wages and Fringe Benefits

Section 1 Wage Schedule

Employees shall be paid on the basis of the salary schedule attached as Appendix A.

Section 2 Wage Schedule Advancement

Employees shall automatically advance on the salary schedules follows:

Step 1	0 - 18 months
Step 2	19 - 30 months
Step 3	31 - 42 months
Step 4	43 - 60 months
Step 5	61 months and above

Employees will be advanced on the step effective on their anniversary date. All grievances relating exclusively to the anniversary date issue will be resolved by agreement to advance employees on their anniversary date. All other employees similarly situated will also be advanced.

Section 3 Wage Schedule Placement

Employees shall be placed upon the wage schedule based on the number of months they have been consecutively employed by the County from their date of hire and based upon Section 2 of this Article. Employees whose placement would result in a reduction in pay shall have their

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wages frozen.

Upon initial employment, credit may be given for previous experience in a comparable position, whether within or outside of the County, on the following basis:

- a. 0 months to 18 months experience – Step 1
- b. 19 months to 37 months experience – Step 2
- c. 38 months or more experience – Step 3

The Union shall have the right to grieve any advance step placement, and any grievance relating to step placement shall be filed within twenty (20) working days of the employee's date of hire and shall be commenced at the second step of the grievance procedure. The Union has the right to request information necessary to investigate grievances. The Union maintains the right to request and receive any applicable information to investigate and process any such grievance.

If an employee is transferred to a position having a higher pay grade, the employee will be placed on the step in the higher pay grade which is closest to and higher than the employee's current rate of pay and will then be advanced one (1) step beyond that step. If the step in the higher pay grade is equivalent to the employee's current rate of pay, the employee will be advanced two (2) steps beyond that step. If an employee is transferred to a position having the same or a lower pay grade, the employee's rate of pay will not change unless the rate exceeds the highest step rate in which case it will be lowered to the highest step rate.

If an employee is transferred to a position having a higher pay grade, the date of transfer will be come the eligibility date for future step increases. For all other transfers, the eligibility date for future step increases will not change.

Section 4 Paydays

Employees shall be paid on a bi-weekly basis, the payday shall be Friday. If the scheduled payday falls on a holiday, the payday will be the preceding County workday.

Section 5 Job Classifications and Pay Grades

Employees shall be classified as follows:

Pay Grade 1: Custodian (F/T & P/T, Day & Night Custodian)

Pay Grade 2: Lead Custodian, and Civil/Warrants Clerks

Pay Grade 3: Clerks II,
Real Estate Clerk II, Tax Clerk II,
Motor Vehicle Clerk II, Election Clerk II,
Vital Statistics Clerk II, Building Services
Clerk II, Secondary Roads Clerk II, and
Maintenance Worker and Maintenance Painter

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Pay Grade 4: Maintenance Technician, Senior Clerk (Real Estate, DNR/MV, Tax, SO)
Maintenance Workers with a 3rd Class Hydronics Engineer License*

*Maintenance Workers are required to obtain a 3rd Class Hydronics Engineer License unless the employee is to retire within twenty-four (24) months following July 1, 2016.

Pay Grade 5: Bookkeeper, Clerk III

Pay Grade 6: Legal Secretary

Employees certified to perform asbestos work will receive an additional fifty (\$0.50) cents per hour.

Section 6 Holidays Recognized

Regular full-time and part-time employees shall be granted the following holidays:

New Years Day	January 1
Dr. Martin Luther King Jr.'s Birthday	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Friday	Following Fourth Thursday in November
Christmas Day	December 25
Floating Christmas Holiday	December 24, 2024 December 24, 2025 December 24, 2026
One Personal Holiday	See Section 12

Section 7 Observance of Holidays

The Board shall designate the day on which the holiday is to be observed except that if an aforementioned holiday falls on a Saturday, the preceding Friday will be observed as a holiday, and if an aforementioned holiday falls on a Sunday, the following Monday will be observed as the holiday.

Section 8 Eligibility for Holiday Pay

In order to be eligible for receiving holiday pay, an employee must be in pay status on the last scheduled work day before the holiday and on the first scheduled work day after the holiday. No employee who has been laid off, or discharged, or who is under suspension, will be eligible for holiday pay.

Section 9 Pay for Holidays

Regular full-time employees eligible for holiday pay shall receive as holiday pay their normal rate of pay at straight time up to a maximum of eight (8) hours for any one holiday. Regular

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part-time employees eligible for holiday pay shall receive as holiday pay their normal rate of pay at straight time prorated based upon their average daily hours of work.

Section 10 Holiday Premium Pay

When an employee is required by the Employer to work the holiday listed above, the Employer agrees to provide holiday premium pay at the rate of double time and one-half (2 1/2) the employee's regular rate. Holiday hours consist of all hours worked on a regularly scheduled shift for which at least half of the scheduled hours fall on a holiday.

Section 11 Holidays During Vacations

If an observed holiday falls during an employee's vacation period, such observed holiday shall not be charged against the employee's vacation leave.

Section 12 Personal Holiday Use

Personal holidays will be scheduled by mutual agreement between the employee and the employee's Department Head. Requests for scheduling of a personal holiday on a day designated for religious observation (Yom Kippur, etc.) shall not be unreasonably denied. Personal holidays shall not be carried over from contract year to contract year, nor shall they be granted, if unused, to any employee upon retirement, termination or discharge. An employee shall not be granted a personal holiday during the first six (6) months of his/her employment. No employee will be permitted to work his/her personal holiday.

Section 13 Vacation - Rate of Accrual

Vacation benefits are granted only to regular full-time and part-time employees.

Regular Full-Time

Regular full-time employees in active pay status shall accrue annual vacation leave credit on a pay period basis as follows:

<u>Years of Continuous Service</u>	<u>Hourly Credit</u>	<u>Hours Per Year</u>
After 1 year	40/No. of hr.	40 hours
2 or more years, but less than 8 years	80/No. of hr.	80 hours
8 or more years, but less than 15 years	120/No. of hr.	120 hours
15 or more years, but less than 20 years	160/No. of hr.	160 hours

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20 or more years

200/No. of hr.

200 hours

Employees changing status from full-time to part-time shall be paid for vacation credits in excess of the prorata maximum carryover allowed at the end of the anniversary year in which the change occurs.

Regular Part-time

Regular part-time employees in an active pay status shall accrue annual vacation leave credit on a pay period basis as follows:

<u>Years of Continuous Service</u>	<u>Hourly Credit</u>
After 1 year	.01923
2 or more years, but less than 8 years	.03847
8 or more years, but less than 15 years	.05770
15 or more years, but less than 20 years	.07693
20 or more years	.09615

Section 14 Use and Limitations

Vacation leave is provided to employees for the purpose of rest and recreation from daily routine. When an officially designated holiday occurs during an approved vacation leave, the holiday will be paid and no vacation leave will be charged. Employees with the greatest length of service will have preference for vacation dates unless to do so would jeopardize a department's ability to perform its responsibilities.

All use of vacation time must be approved by the department head or a designated supervisor. Requests for five (5) or more consecutive days shall be submitted to the appropriate supervisor fifteen (15) days in advance to allow adequate time for planning work schedules and replacements, it shall be the responsibility of the Department Head to find replacements to cover the requested time off. The Department Head shall answer all vacation requests as soon as possible, but not later than three (3) working days after receipt of the request for vacation leave. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer; provided that the final right to allot vacation periods and the right to is reserved exclusively to the Employer. After vacation periods have been allotted, they may be changed by the Employer only due to an emergency. The term "emergency" means a critical situation requiring immediate action.

Absence on account of illness, injury, inclement weather, or disability in excess of that authorized for such purposes may, at the request of the employee, be charged against vacation leave allowance.

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Section 15 Vacation Pay

Vacation leave shall be paid at the employee's straight time rate of pay in effect at the time leave is taken.

In the event of a layoff, death or retirement of an employee, the final wages shall include compensation for all unused, accrued vacation credit.

Section 16 Payment Upon Termination

Employees terminated after four (4) months of employment, but prior to their first anniversary, shall be paid for vacation credits in their last paycheck. Employees who resign or are terminated prior to the completion of four (4) months of employment are ineligible for vacation pay.

Section 17 Carryover

Vacation credits are earned from anniversary date to anniversary date and employees are encouraged to expend vacation during the anniversary year as it is accrued. If, however, the employee elects to carry over hours from the current anniversary year, the maximum carry-over shall be equal to the amount of vacation accrual earned in the anniversary year just ended.

Any hours exceeding the above limits at the employee's anniversary date shall be reduced to the maximum number of hours permitted to be carried over as provided in paragraph 1 of this section.

Section 22 Flex Benefit Plan

The Board will provide the employees with access to a Flex Benefit Plan. Employees will be able to use pre-tax dollars for any use sanctioned by federal law. Current uses include but are not necessarily limited to deductibles, coinsurance and premium payments for group insurance, vision care, glasses and dependent care. This plan is subject to revision if federal laws governing flex benefits are revised.

Section 23 Personal Day

Each employee will receive one (1) personal day per contract year. The Personal day will be scheduled by mutual agreement between the employee and the Department Head or his/her designee. The personal day shall not be carried over from contract year to contract year, nor shall the personal day be granted, if unused, to any employee upon retirement, termination or discharge. No employee will be permitted to work his/her personal day.

Section 24 Vision Insurance

Effective July 1, 2013, the Employer will provide vision insurance options by mutual agreement between the Employer and the Union. The Employer agrees to deduct from wages any portion of the vision plan premium cost attributed to the employee according to the coverage selected. Coverage selected and authorization for payroll deduction shall be executed upon submission of an application completed by the employee. Revocation of plan participation will be according to terms stipulated by the plan document. For the contract term from July 1, 2013 through June 30,

2016, the enrolled employee shall pay 100% of the premium cost for selected coverage.

ARTICLE VII
Leaves of Absence

Section 1 Sick Leave

A. Rate of Accrual

Regular employees shall accrue sick leave at the rate of .04615 hour per hour worked up to a maximum of ninety-six (96) hours per year. Employees may accumulate a maximum of six hundred and forty (640) hours of sick leave. Sick leave shall be taken at a minimum of one half (1/2) hour increments.

B. Use

1. Requests for sick leave are to be directed to the Department head or his/her designee. Requests should be made as soon as the employee knows they need sick leave. If an employee is using sick leave for an appointment, the appointment should be scheduled so the employee misses the minimum amount of work time. The Department head or his/her designee should be told about the appointment as soon as the appointment is scheduled. If an employee is calling in because they believe they are too sick to report to work, they should attempt to reach the Department head or his/her designee as much in advance of their scheduled reporting time as possible.

If there is a reasonable suspicion that sick leave is being abused, the Department head or his/her designee will report the matter to the Director of Human Resources. The Director of Human Resources or his/her designee will conduct an investigation. As part of the investigation, the employee may be required to provide appropriate documentation from treating doctors. Sick leave abuse is a serious matter which will result in appropriate disciplinary action.

When a holiday occurs while an employee is on sick leave, the employee's sick leave account shall not be charged for the holiday period.

2. An employee may be granted up to one hundred and twenty (120) hours of family leave per contract year chargeable to accumulated sick leave when it is necessary for them to provide care for a spouse, child or parent with a serious health condition. The employee requesting family leave will be required to provide a written statement of the reason family leave is needed and may be required to provide a physician's statement concerning the illness or injury of the spouse, child or parent. This leave shall be non-accumulative. If the leave is granted it may be treated as leave time under the Family Medical Leave Act. However, the Board of Supervisors shall not be bound by any terms, conditions or interpretations of the Family Medical Leave Act in deciding whether or not to grant the leave. The decision to grant or deny this leave is in the sole discretion of the Board of Supervisors or its designee. Any leave request which is going to be denied by the designee of the Board shall be presented to the Board of Supervisors and the

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employee will be invited to present his/her situation to the Board. The decision of the Board of Supervisors is final and is not subject to a grievance under the terms of this contract.

3. Employees may also use paid sick leave credits for medical, dental and vision appointments if they must be scheduled during normal working hours. Proof that such scheduling is necessary may be required.

C. Work Prohibition

Employees working in any other employment, including self-employment, while receiving sick leave pay from the County are subject to disciplinary action up to, and including immediate dismissal.

D. Notice Requirement

To be eligible for sick leave payment, an employee shall notify the department head as soon as possible. Notice must be given prior to the starting time of the employee's workday. This notice may be waived if the department head determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

E. Holiday Limitation

Sick leave will not be paid on the working day immediately preceding or following a holiday except in case of serious, confining illness.

F. Sick Leave Conversion and Payment

An employee who has accumulated and maintains six hundred and forty (640) hours of sick leave will be allowed to convert sick leave earned during the year to vacation at the rate of three (3) hours of sick leave for one (1) hour of vacation. An employee will cease to be eligible for this conversion any time their accumulated sick leave falls below six hundred and forty (640) hours.

An employee who is retiring and has a minimum of twenty-five (25) years of employment with Woodbury County will be paid for fifteen percent (15%) of their accumulated sick leave up to a maximum of Three Thousand Dollars (\$3,000.00).

Section 2 Work-Related Injuries

To the extent it is available, sick leave may be used for an on-the-job injury or disability. When Workers Compensation is received, the employee shall have the option of being paid the difference between the amount of workers compensation and the employee's regular salary. Payments shall be made concurrently with regular pay periods. Only the amount paid by the County shall be deducted from sick leave credit. The amount of money paid by the County divided by the Employee's hourly rate of pay shall determine the number of sick leave hours used. No hours used in compliance with this section shall be charged as an incident under Section 1, paragraph F. of this Article.

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Section 3 Pre-determined Temporary Disability

- A. Except as hereafter modified all policies, rules, and regulations, applicable to employees who are granted sick leave shall be applicable to employees applying for predetermined temporary disability leave. Sick leave, to the extent of an employee's accumulated earned sick leave, shall be paid only during the time of medical confinement which shall be the time medically indicated for termination and recommencement of duties.
- B. An employee shall notify the Department Head as soon as the necessity for taking sick leave becomes known to the employee.
- C. Following a pre-determined temporary disability leave the employee shall furnish a statement from his/her physician setting forth the date that he/she became incapacitated due to personal illness and unable to perform his/her normal duties, and the date that such incapacity terminated. Sick leave benefits, to the extent of accumulated sick leave earned, shall be paid only for such period of incapacity.
- D. The determination of whether and/or when the employee is capable of returning to work following the pre-determined temporary disability shall be made in consultation with the employee, the Department Head and the employee's physician, and may also be in consultation with a physician of the Employer's own choosing.

Section 4 Funeral Leave

A. Employees Eligible

Funeral leave benefits are granted only to regular full-time and part-time employees.

B. Benefits

An employee will be granted up to three (3) working days paid funeral leave to attend the funeral of the employee's spouse, children or step-children, parents or step-parents, mother-in-law, father-in-law, brother (and spouse), sister (and spouse), grandparents, grandchildren, aunts and uncles of the employee or permanent members of the immediate household. The Department Head may allow one (1) day of funeral leave with pay, chargeable to sick leave, to attend the funeral of members of the family not included above, a fellow employee, or a close friend.

Upon request of the employee, the Department Head may grant an extension of the three (3) day period or the one (1) day period in the event long distance travel is required or due to the close nature of the family relationship. Any such extension shall be charged against the employee's unused sick leave or vacation accruals.

Section 5 Jury Duty and Court Appearance

Employees shall be granted a paid leave of absence for assigned work time lost when called to serve on jury duty. Such employees shall be paid their straight time hourly rate for all lost time up to forty (40) hours per week. An employee shall submit certification of jury service to the Employer, and shall assign to the Employer that part of all remuneration received for jury service

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which can reasonably be described as duplicate compensation. When released from jury duty during working hours, the employee shall report to work within one (1) hour, unless less than an hour remains in the working day.

Employees required by subpoena to testify in a court action in a matter in which they are not personally involved as participants (e.g. plaintiff, defendant, criminal act of the employee, etc.) shall be granted leaves of absence for the period necessary to fulfill the court obligation, and shall receive the difference between any compensation received for testifying and their regular straight time hourly rate for hours lost as a result thereof. Employees will, as soon as possible, return to work upon completion of their required testimony.

Section 6 Military Leave

Employees shall be granted military leave in accordance with Iowa Code Section 29A.28.

Section 7 Extended Leaves

A. Duration

In the discretion of the Department Head an employee may be granted an extended leave of absence without pay not to exceed one hundred twenty (120) calendar days. The employer may grant a one hundred twenty (120) calendar day extension at the sole discretion of the Employer.

B. Application

Application for such a leave of absence must be made in writing to the Department Head not less than thirty (30) calendar days, whenever possible, before the beginning date of the leave, setting forth in writing the length of leave desired and the reasons therefore. The Department Head shall respond to the request within fourteen (14) calendar days after the request is received.

C. Benefits During Leave

No vacation time, sick leave, seniority, or other benefits contained in this Agreement shall accrue during the time an employee is on a leave of absence without pay exceeding thirty (30) calendar days. Employees will be responsible for the payment of all insurance premiums during a leave of absence without pay exceeding thirty (30) calendar days.

D. Return Rights

Employees returning from an extended leave of absence shall return to the job classification in which they worked prior to commencing the leave. Failure to return from an extended leave of absence shall be considered by the County to be a voluntary resignation.

Section 8 Leave for Negotiations

When contract bargaining sessions between the Union and the Employer are scheduled by mutual agreement to take place during normal working hours, three (3) employees, unless mutual agreement is reached to expand the number, who are members of the Union's bargaining team shall be given such time off without loss of pay to attend these sessions. No employee, however, shall receive more than forty (40) hours of pay per week at his/her straight time rate pursuant to

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this section. The time off granted for bargaining purposes shall not be considered as hours worked for overtime eligibility.

ARTICLE VIII
Miscellaneous Provisions

Section 1 Personnel Records

Employees or their designees shall be permitted to review their official personnel folder. Copies of material in the employee's personnel file shall be provided the employee on request. The employee shall have the right to respond in writing to any item in his/her personnel file, with said response becoming part of the file.

Section 2 Labor-Management Meetings

Regular meetings of the Labor-Management Committee shall be held at least once each three (3) months at a mutually agreed upon time and place. Requests by either party to hold emergency meetings shall not be unreasonably denied. If the meeting is held during an employee's scheduled work hours, the employee will be paid for those hours falling within their work time.

Each party shall submit a written agenda to the other not less than two (2) working days prior to each meeting. All Labor-Management Committee meetings shall be for the purpose of discussing and resolving matters pertaining to the administration of this Agreement, including safety, job classification recommendations and the improvement of the relationship among the Employer, the Union, and the bargaining unit employees.

ARTICLE IX
Health and Safety

Section 1 Health Matters

Upon initial employment all employees shall provide satisfactory medical evidence of physical fitness to perform assigned duties. Required medical examinations shall be at the expense of the Employer.

Section 2 Safety Matters

The employer agrees to comply with occupational safety and health standards and regulations as adopted by the Iowa Occupational Safety and Health Administration, U.S. Department of Labor, as well as by all state and local agencies.

The employer shall pay for all employee licenses and/or certificates required by the employer to conduct the business of the employer. In addition, the employer shall pay the renewal fee, for all employee licenses and/or certificates required by the employer to conduct the business of the employer.

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Section 3 Tools, Equipment and Training

The Employer agrees to furnish and maintain in safe working conditions all tools and equipment and to provide all training required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use.

Section 4 Protective Clothing

The Employer shall furnish protective clothing and equipment in accordance with the applicable state and federal regulations.

Section 5 Video Display Terminals and Related Equipment

Prior to purchasing new video display terminals and related equipment the Employer will notify the Union and allow the Union to provide input regarding the proposed purchase. Nothing in this shall restrict in any way the Employer's right to purchase video display terminals and related equipment.

ARTICLE X
No Strike or Lockout

The Union recognizes its statutory obligations and responsibility to avoid and avert a strike. Therefore, for the duration of this Agreement, the Union agrees that neither it, its officers, agents, representatives nor members, individually or collectively, directly or indirectly, will induce, instigate, encourage, authorize, ratify, or participate in a strike against the Employer.

The Union recognizes that in the event of a work stoppage, the Union has an obligation and a duty to urge any and all employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage. The Union will make public statements in the mass media urging employees to immediately return to work.

The Employer has the right to take any other action pursuant to Iowa Code Section 20.12.

No lockout of employees shall be instituted by the Employer during the terms of this Agreement.

ARTICLE XI
General

Separability and Savings

Should any Article or Section of this Agreement be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation or by final judicial decision, the remaining Articles and Sections shall continue in full force and effect for the duration of the Agreement. The parties will promptly meet for the purpose of negotiating an appropriate replacement for the offending Article or Section.

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In the event the parties fail to agree on provisions for substitute within fifteen (15) days following the start of negotiations, the parties shall request a list of five (5) arbitrators from the Public Employment Relations Board. The first strike shall be decided by a coin toss and the parties shall alternately strike until there is one name remaining who shall become the arbitrator. Either party may request a second list of arbitrators from the Public Employment Relations Board if they so desire. The arbitrator shall decide between the management's and Union's final offer as to which is the most appropriate substitute.

The decision of the arbitrator shall be final and binding on both parties.

ARTICLE XII
Duration and Signature

Section 1 Duration

This Agreement shall be effective as of the first day of July, 2024, and shall remain in full force and effect until the 30th day of June, 2027. It shall automatically be renewed from year to year thereafter, unless terminated or modified as hereinafter provided.

Section 2 Signature Clause

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly-authorized representatives on this _____ day of _____, 2023.

WOODBURY COUNTY, IOWA

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
Iowa Council 61

By _____
Matthew Ung, Board Chair
Board of Supervisors

By _____
County Courthouse
Bargaining Committee Member

By _____
Melissa Thomas, H.R. Director
Board Negotiator

By _____
County Courthouse
Bargaining Committee Member

By _____
Allyson C. Dirksen
Board Negotiator

By _____
Ben Ingersoll
AFSCME IA Council 61 Negotiator

APPENDIX A
Wage Schedule

2024-2025 = 3.0%

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	\$17.29	\$18.14	\$19.06	\$20.23	\$21.90
2	\$18.14	\$19.06	\$19.94	\$21.20	\$22.76
3	\$19.24	\$20.14	\$21.14	\$22.30	\$24.67
4	\$21.15	\$22.07	\$22.92	\$24.13	\$26.66
5	\$23.31	\$24.23	\$25.06	\$26.34	\$28.72
6	\$25.31	\$26.23	\$27.06	\$28.34	\$30.72

2025-2026 = 3.0%

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	\$17.81	\$18.68	\$19.63	\$20.84	\$22.55
2	\$18.68	\$19.63	\$20.54	\$21.83	\$23.45
3	\$19.82	\$20.74	\$21.77	\$22.97	\$25.41
4	\$21.78	\$22.74	\$23.61	\$24.86	\$27.46
5	\$24.01	\$24.95	\$25.81	\$27.13	\$29.58
6	\$26.07	\$27.01	\$27.87	\$29.19	\$31.64

2026-2027 – 3.0%

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5
1	\$18.35	\$19.24	\$20.22	\$21.46	\$23.23
2	\$19.24	\$20.22	\$21.16	\$22.49	\$24.15
3	\$20.41	\$21.36	\$22.42	\$23.66	\$26.17
4	\$22.43	\$23.42	\$24.31	\$25.60	\$28.28
5	\$24.73	\$25.70	\$26.59	\$27.94	\$30.47
6	\$26.85	\$27.82	\$28.71	\$30.06	\$32.59

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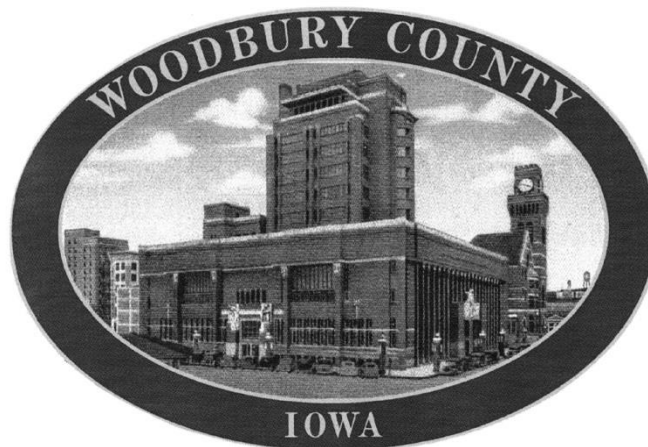
AGREEMENT

BETWEEN

WOODBURY COUNTY, IOWA

AND

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 61
LOCAL 3462, WOODBURY COUNTY
JUVENILE DETENTION CENTER**



FOR July 1, 2024 to June 30, 2027

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ARTICLE I
Definitions

Section 1 Full-Time Employees

A regular full-time employee is an employee who works forty (40) hours per week year round.

Section 2 Part-Time Employee

A regular part-time employee is an employee who works less than forty (40) hours per week year round.

Section 3 Temporary Employee

A temporary employee is an employee hired to work for a limited period of time not to exceed one hundred twenty (120) calendar days per year. Temporary employees shall not be entitled to any of the benefits of this agreement. The provisions of this Agreement shall apply to regular employees during their probationary period.

Section 4 Act

The Iowa Public Employment Relations Act.

Section 5 Board

The members of the Woodbury County Board of Supervisors.

Section 6 County

Woodbury County, Iowa.

Section 7 Employees

Individuals employed by the County in the bargaining unit identified in PERB Case No. 3606.

Section 8 Employer

Woodbury County, Iowa, acting through its Board of Supervisors, Facility Director, or other persons designated by the Board of Supervisors to act on its behalf.

Section 9 PERB

The Iowa Public Employment Relations Board.

Section 10 Union

The American Federation of State, County and Municipal Employees, Iowa Public Employee Council 61, AFL-CIO, and its appropriate affiliated local.

ARTICLE II
Union Stewards and Union Leave

Section 1 Union Stewards

Employees selected by the Union to act as Union Representatives shall be known as "Stewards". One Steward shall be designated by the Union as the "Chief Steward". The names of the employees so selected (including the alternates designated to act in their absence) and those of other Union representatives authorized to represent employees will be certified in writing to the Employer by the Union. The Union will also certify the names of the members, not to exceed three (3) in number, who will constitute the Union Committee for the purpose of Labor-Management meetings.

Except for the time approved for the processing of grievances under Article IV, Section 6, Union Stewards will perform all of the duties related to their position as Union Steward during non-work times. If the performance of their Union Steward duties involves another bargaining unit employee, then the duties shall be performed during non-work times for both employees.

Section 2 Union Representatives

The Union shall advise the Employer in writing as to its International Union Representative and/or Council Representative assigned to represent the bargaining unit. Such Union Representative or other person authorized by the Union may visit bargaining unit job sites for the purpose of verifying Employer compliance with this agreement. Representatives shall conduct their activities in such a manner as to not unreasonably interfere with the Employer's operations.

Section 3 Bulletin Boards

The Union shall be allowed to use a reasonable amount of the space on existing bulletin boards customarily used for posting of information to the employees in the unit and shall be allowed to maintain a binder or notebook for Union information.

Section 4 Discrimination

The parties agree that their respective policies consistent with the Code of Iowa will not violate the rights or discriminate against any employee covered by this Agreement because of age, race, sex, creed, color, national origin or disability. If an employee files a discrimination complaint with a governmental agency, then the employer shall not be required to process a grievance related to such complaint.

ARTICLE III
Grievance Procedures

Section 1 Definitions and General Provisions

A "grievance" is a claim that there has been a violation, misinterpretation, or a misapplication of

a specific provision of this Agreement.

"Days" means calendar days. If the last calendar day on which action is required to be taken is a holiday, then the time limit shall be extended to the next calendar day, which is not a Saturday or Sunday, following the holiday.

A "grievant" is the employee or group of employees filing the grievance.

A grievance shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, if known, and the specific section or sections of the Agreement involved. The grievance shall be presented to the Facility Director (on forms furnished by the Union) and signed and dated by the Union. The grievance form will state the name of the employee(s) authorizing the filing of the grievance. An aggrieved Employee shall have the right to a Union Representative appointed by the Union at all steps of the grievance procedure.

Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the Employer.

The arbitration provisions of this Agreement may only be invoked with the approval of the employee organization and in the case of an employee's grievance only with the approval of the public employee.

The employee and/or steward are encouraged during the fourteen (14) calendar filing period to discuss and attempt to resolve the grievance prior to writing out the grievance. All grievances must be presented promptly and no later than fourteen (14) 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 the grievance.

Section 2 Procedures

All grievances will be handled in accordance with the following procedures:

Step One. Within seven (7) days of receipt of the written grievance from the employee or his/her Union representative, the Facility Director or designee shall schedule a meeting with the appropriate Union Representative and Grievant and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the Facility Director or designee and returned to the employee and his/her Union Representative within fourteen (14) days from receipt of the written grievance submitted to the Facility Director or designee.

Step Two. If the grievance is not settled in Step One, it may be appealed by the grievant, or his/her Union Representative, to the Board within twenty-one (21) days after the written answer of the Facility Director and/or designee. The Board shall meet with the appropriate Union Representative and Grievant within twenty-one (21) days after the appeal is received by the Board. The Board, the appropriate Union Representative and the Grievant shall meet and attempt to resolve the grievance. The Board shall render a decision to the grievant and his/her Union Representative within fourteen (14) days following the meeting with the Grievant.

Section 3 Appeal to Arbitration

Any grievance not settled to the satisfaction of the Union in Step Two of the grievance procedure may be appealed to arbitration, providing the appeal to arbitration is in writing to the other party. An employee may not appeal to arbitration without the approval of the Union. This appeal must be made within thirty (30) days after the date upon which the Board issued a final answer in the Second Step of the grievance procedure.

Section 4 Arbitration

Within seven (7) days from the date of the receipt of the written request for arbitration, the Employer and the Union shall meet and either mutually agree upon an arbitrator or the parties or party, acting jointly or separately, shall request the Iowa Public Employment Relations Board to submit a list of five (5) arbitrators from which one (1) arbitrator shall be selected to hear and decide the grievance. The Employer and the Union shall meet within seven (7) days from receipt of said list and alternately strike four (4) names from the submitted list, and the person whose name is left shall be the arbitrator, provided however, the Union and the Employer may mutually agree that the list of proposed arbitrators is unacceptable and will thereafter jointly petition the Iowa Public Employment Relations Board for a new list of five (5) arbitrators. The party making the first strike shall be determined by a flip of a coin.

The arbitrator shall conduct a hearing on the grievance within a reasonable time and shall be empowered to rule on all disputes. However, he shall have no power to change or amend the terms, conditions or applications of this agreement or any other agreement made supplementary hereto. The decision reached by the arbitrator shall be final and binding upon the parties. Unless otherwise agreed to by the Employer and the Union, the decision of the arbitrator and the findings upon which it is based shall be in writing and the copies thereof presented to each party within thirty (30) days from the date the hearing terminates.

Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one arbitrator. On the grievances where agreement is not reached, a separate arbitrator shall be appointed for each grievance. The cost of the arbitrator and expenses of the hearing will be shared equally by the parties; however, the costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost. Each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred. The arbitrators shall only have authority to determine the compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.

The decision of the arbitrator shall be final and binding on both parties of this Agreement provided such decision does not exceed the arbitrator's jurisdiction or authority as set forth above.

Section 5 Time Limits

Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding Employer answer. Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure will be considered as having been denied and the grievance will be automatically appealed to the next step. In order to be considered timely, a hearing regarding a grievance which is appealed to arbitration via the Board of Supervisors must be scheduled no later than sixty (60) days from the date the grievance was appealed to arbitration. If an arbitration hearing is not scheduled within the above mentioned sixty (60) days, the grievance will be considered denied. Authority to schedule a hearing rests with the arbitrator should the parties disagree. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.

Section 6 Exclusive Procedure

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 Agreement.

Section 7 Exclusion of Grievant

An aggrieved employee is entitled to be present at all steps of the grievance procedure. Should the employee be excused by either party the grievance shall be processed in the absence of the aggrieved employee and the Union will be allowed one (1) representative in pay status.

Section 8 Processing Grievances

If the employee's Supervisor and the Union Representative's Supervisor agree, grievances may be, but are not required to be, processed during regular working hours without loss of pay.

Processing grievances shall be defined as investigating grievances, filing grievances, and attending any step 1 or 2 meetings regarding grievances. However, only one (1) local Union grievance representative will be in pay status for any one grievance. Whenever possible the Union representatives will provide twenty-four (24) hours notice to their supervisor. Further, in a group grievance, only one (1) of the grievants shall be in pay status as spokesperson for the group. (Group grievances are defined as, and limited to, those grievances which cover more than one employee, and which involve like circumstances and facts for the grievants involved.) The Employer is not responsible for any compensation of employees or Union representatives for time spent processing grievances outside their regularly scheduled hours of employment.

Notwithstanding the foregoing provisions of this Section, the Employer agrees to conduct all grievance meetings involving second or third shift employees either during the shift or at a time which is contiguous to the employee's shift. The Employer is not responsible for any

compensation of second or third shift employees for such grievance meetings unless the Employer specifically requests or if the parties mutually agree that the grievant attend the hearing in which case the grievant shall be compensated for the actual time spent in such hearing at their regular hourly rate and shall not be counted as hours worked for purposes of computing overtime.

Section 9 Retroactivity

Settlement of grievance may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than twenty-four (24) days prior to the date of initiation of the written grievance in Step One.

Section 10 Number of Stewards

For information purposes only, the Union shall provide the Human Resources Director of Woodbury County with a written list setting forth the names of the Stewards.

The Employer shall supply the local Union with a list of supervisors to contact on grievance matters.

Section 11 Discipline and Discharge

The Union recognizes the right of the employer to suspend, discharge or take other appropriate disciplinary action for just cause. The employer agrees to use progressive discipline where appropriate.

The intention to take disciplinary action shall be reported to the Director of Human Resources prior to taking any action. The Director of the Human Resources shall inform the Union prior to any disciplinary action being taken. However, the employer may immediately suspend an employee with pay while an investigation is pending.

Any disciplinary action may be processed as a grievance through the grievance procedure. A grievance based on a suspension without pay or discharge shall begin with the second step of the grievance procedure. Grievances of all other disciplinary actions shall begin with the first step of the grievance procedure.

ARTICLE IV
Seniority

Section 1 Definition of Seniority

Seniority is defined as an employee's length of continuous service with the County, since his/her date of hire. Any length of service in a temporary position shall be included in the computation of seniority if the employment was contiguous to the appointment to a permanent position.

In the event two (2) employees have the same original date of employment, seniority of one as

against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

Section 2 Seniority Records

The seniority records for employees shall be maintained by the Employer, shall be provided to the Union, and shall be updated annually. A similar list will be placed in the Facility notebook where bargaining unit personnel are employed. Objections to the list may be filed as a grievance, and corrections will be made appropriately.

Section 3 Termination of Seniority

An employee shall lose seniority and the employment relationship shall be terminated in the following cases: (a) employee quits; (b) employee is discharged; (c) employee fails to report to work at the end of leave of absence; or (d) employee retires. Provided further that layoff of two (2) years or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay and absence while receiving temporary total disability benefits under the Iowa Worker's Compensation Act, not to exceed one year, shall not constitute a break or interruption in service within the meaning of this Article.

Section 4 Probationary Period

For purposes of this contract the probationary period for new employees shall be one hundred and eighty (180) calendar days. This probationary period shall begin to run from the first day of the employee's service as a permanent employee and may be extended by the Facility Director, at his/her discretion, for an additional period of one hundred and eighty (180) consecutive calendar days. If an employee's probationary period is extended, the Facility Director shall provide the employee with a written explanation of the reason(s) for the extension.

ARTICLE V
Hours of Work and Overtime

Section 1 Daily Hours

This Article is intended to define the normal hours of work per day. Fluctuating or flexible work schedules may be allowed where there is mutual agreement between the employee and the Facility Director.

The regular work day for full-time employees shall consist of eight (8) hours inclusive of the meal period. The regular work day for part-time employees shall be determined by the Facility Director. The regular work week for full-time employees shall consist of forty (40) hours in a seven (7) day period.

As far as practicable, the Employer shall offer part-time employees the first opportunity to work available hours by order of seniority on a schedule of rotation. In the event no part-time

employees work the available hours, as far as practicable, the Employer shall offer full-time employees the first opportunity to work available hours by order of seniority on a schedule of rotation. With adequate notice, the Employer shall post an offer of available hours with a deadline for employees to respond. Without adequate notice, the Employer shall call employees according to the schedule of rotation until an employee accepts the available hours. Employees who are physically present and working in the Center when the opportunity for overtime on another shift arises shall be offered in person when possible and otherwise by direct contact an overtime opportunity on another shift. Any employee who is not available/able to accept an offer of overtime hours available because he/she is already scheduled to work during the available hours or being on approved leave during the available hours shall not be noted as having declined an offer of overtime and shall maintain in his/her position in the schedule of rotation. Available hours offered and declined shall result in a rotation opportunity forfeited for the schedule of rotation. The Employer will post a current schedule of rotation weekly.

Section 2 Change in Hours

Daily and weekly work schedules may be changed by the Facility Director from time to time to meet the Center's requirements. Employees shall be required to work the hours scheduled by the Facility Director, including all hours scheduled during any emergency or emergency situation. The existence of emergencies and emergency situations shall be determined by the Facility Director.

The Employer shall provide fourteen (14) calendar days written notice to affected employees prior to making permanent changes in work schedules. At the time that an employee's schedule is changed, the Employer will make a reasonable effort to notify the affected employee of the schedule change. Temporary work schedule changes shall not be made for the purpose of avoiding overtime.

The hours of full-time or part-time employees will not be reduced for the sole purpose of eliminating full-time or part-time benefits. This provision shall not affect the order or procedures for reduction of staff.

Section 3 Work Breaks

Provided the requirements of the job permit, each employee scheduled to work for eight (8) hours in one (1) day shall receive thirty (30) minutes of break time subject to the approval of the head of the shift. Provided the requirements of the job permit, all other employees shall receive fifteen (15) minutes of break time subject to the approval of the head of the shift.

Section 4 Meal Periods

Employees shall be granted a one half (1/2) hour paid meal period at a time designated by the head of the shift.

Section 5 Shift Differential

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In addition to the employee's regular hourly rate, the Employer agrees to pay a shift differential of \$.80 per hour for any shift of which four (4) or more hours occur between 3:00 p.m. and 11:00 p.m. and a shift differential of \$1.00 per hour for any shift of which four (4) or more hours occur between 11:00 p.m. and 7:00 a.m. and a shift differential of \$1.00 per hour for any hours during a weekend shift (i.e. 11:00 pm Friday to 11:00 pm Sunday). Employees who work rotating shifts on a basis shall be eligible for shift differential.

Section 6 Overtime

A. Definition

Work performed by all employees in excess of forty (40) hours in any week shall be overtime hours. The work week shall begin at 11:00 p.m. on Sunday and shall end the following Sunday at 10:59 p.m.

B. Computation of Overtime

Overtime will be calculated in accordance with the Fair Labor Standards Act.

C. Approval of Overtime

No employee shall be compensated for overtime work unless such work has been approved by the Facility Director.

D. Overtime Pay and Compensatory Time

Unless the employee and the Facility Director agree that overtime hours will be compensated with time off, overtime hours shall be compensated in cash.

If overtime hours are compensated in cash, payment shall be made in accordance with Section 7 of the Fair Labor Standards Act.

If overtime hours are compensated with time off, compensatory time shall be provided at a rate of one and one half (1 1/2) hours for each hour of overtime employment. Compensatory time may be accumulated to a maximum of two hundred and forty (240) hours. If compensation is paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives the compensation. One half of all accrued Compensatory time in excess of forty (40) hours of compensatory time must be used by January 10th or the value of one half of all accrued time any hours in excess of forty (40) hours of compensatory time will be paid in cash, prior to February 1st. One half of all accrued Compensatory time in excess of forty (40) hours must be used by June 10th or the value of one half of all accrued time any hours in excess of forty (40) hours of compensatory time will be paid in cash prior to July 1st.

Notwithstanding the use/payment requirements set forth above, employees may request a waiver for exceptional circumstances such as significant medical procedures. Such a request shall be

submitted to Human Resources for consideration by the Board of Supervisors and will be granted only if approved by a majority of the Board. The decision of the Board is final and is not subject to the Grievance Procedures in Article IV.

Employees will be paid in cash for accrued compensatory time prior to transfer to a higher paying position.

Upon termination of employment, employees who have accrued compensatory time, shall be paid for unused compensatory time at a rate of compensation not less than:

(1) the average regular rate received by the employee during the last three (3) years of the individual's employment, or

(2) the final regular rate received by the employee, whichever is higher.

Employees who have accrued compensatory time off, may request the use of compensatory time and shall be permitted to use such time within a reasonable period after making the request if the use of compensatory time does not unduly disrupt the operations of the Center.

E. Distribution of Overtime

Where overtime is approved, it shall be distributed equitably among full-time employees in the same job classification by seniority on rotation with the understanding that nothing contained in this section shall prohibit the Employer from assigning overtime on a given job to an employee already assigned to that specific task. The Employer shall, as far as practicable, offer overtime based on seniority on a descending rotation. Employees will be allowed thirty (30) minutes to respond to offered overtime if time allows. Offered overtime declined shall be considered a rotation opportunity forfeited for the purpose of overtime distribution. The Employer will post the current schedule of rotation each week. (See also Article VIII, Section 1)

F. Overtime Breaks and Meal Periods

Employees who are scheduled to work less than four (4) hours overtime shall receive a fifteen (15) minute rest period before they commence work beyond their regular shift. If an employee is scheduled for overtime work which will extend four (4) hours beyond his/her regularly scheduled shift, a thirty (30) minute meal period will be provided at a time which is subject to the approval of the head of the shift.

Section 7 Call-Back Pay

Employees called back to work outside their normal workday shall be paid a minimum of two (2) hours at time and one half (1 1/2) and may be required to work up to two (2) hours.

Section 8 Staff Meetings

Employees shall be paid a minimum of one (1) hour pay at the employee's regular hourly rate of pay for attendance at Detention Center Staff Meetings. The time spent in these Detention Center Staff Meetings shall count as time worked for the purposes of computing overtime payments.

ARTICLE VI
Wages, Job Classifications and Fringe Benefits

Section 1 Wage Schedule

Employees shall be paid on the basis of the salary schedule attached as Appendix A.

Section 2 Wage Schedule Advancement

Employees on Pay Grade 1 shall advance on the salary schedule as follows:

Step 1	0 - 12 months
Step 2	13 - 24 months
Step 3	25 - 36 months
Step 4	37 - 96 months
Step 5	97 - 180 months
Step 6	181 months and above

Employees on Pay Grade 3 shall have 4 steps and shall advance as set out above for Steps 1 through 4.

Section 3 Wage Schedule Placement

Employees shall be placed upon the wage schedule based on the number of months they have been consecutively employed by the County from their date of hire and based upon Section 2 of this Article.

Upon initial employment, credit may be given for previous experience in a comparable position, whether within or outside of the County, on the following basis:

- a. 0 months to 24 months experience - Step 1
- b. 25 months to 42 months experience - Step 2
- c. 43 months to 55 months experience - Step 3
- d. 56 months to 67 months experience - Step 4

The Union shall have the right to grieve any advance step placement, and any grievance relating to step placement shall be filed within twenty (20) working days of the employee's date of hire and shall be commenced at the second step of the grievance procedure. The Union has the right to request information necessary to investigate grievances. The Union maintains the right to request and receive any applicable information to investigate and process any such grievance.

Section 4 Paydays

Employees shall be paid on a bi-weekly basis, the payday shall be Friday. If the scheduled payday falls on a holiday, the payday will be the preceding County workday.

Section 5 Job Classifications

Employees shall be classified as follows:

- Youth Worker
- Senior Youth Worker -- After ninety-six (96) months
- Master Youth Worker -- After one hundred eighty (180) months
- Juvenile Intake Officer/Program Coordinator
- Case Worker

Section 6 Pay Grades

The job classifications set out in Section 6 shall be assigned the following pay grades:

<u>Job Classification</u>	<u>Pay Grade</u>
Youth Workers	1
Senior Youth Worker	1
Master Youth Worker	1
Juvenile Intake Officer/Program Coordinator	2
Case Worker	3

Section 7 Holidays Recognized

Regular full-time and part-time employees shall be granted the following holidays:

New Years Day	January 1
Dr. Martin Luther King Jr.'s Birthday	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Friday	Following Fourth Thursday in November
Christmas Eve (Youth Workers Only)	December 24
Christmas Day	December 25
Floating Christmas Holiday	December 24, 2024 December 24, 2025 December 24, 2026
One Personal Holiday	See Section 13

Section 8 Observance of Holidays

The holiday shall be deemed to fall on the day on which the holiday occurs.

Section 9 Eligibility for Holiday Pay

In order to be eligible for receiving holiday pay, an employee must be in pay status on the last scheduled work day before the holiday and on the first scheduled work day after the holiday. No employee who has been laid off, or discharged, or who is under suspension, will be eligible for holiday pay.

Section 10 Pay for Holidays

For holidays which fall on a regularly scheduled non-working day, regular full-time employees eligible for holiday pay shall receive as holiday pay their normal rate of pay at straight time up to a maximum of eight (8) hours for any one holiday or an equivalent amount of compensatory time. Regular part-time employees eligible for holiday pay shall receive as holiday pay their normal rate of pay at straight time prorated based upon their average daily hours of work or an equivalent amount of compensatory time. Employees who work a sixteen (16) hour shift on a holiday, will receive one and one-half (1 1/2) time for all hours worked on the holiday.

Section 11 Holiday Premium Pay

When an employee is required by the Employer to work the holiday listed above, the Employer agrees to provide holiday premium pay at the rate of double time and one-half (2 1/2) the employee's regular rate. However, employees may elect to receive pay at one and one-half (1 1/2) times the hourly rate and to receive one (1) working day off at a time which the employee shall request. Holiday hours consist of all hours worked between the hours of 12:00 a.m. and 11:59 p.m. and for all hours worked on a regularly scheduled shift for which at least half of the scheduled hours fall on a holiday. At the discretion of the employee, such premium compensation shall be either in cash or compensatory time.

In the event compensatory time off is granted, it shall be scheduled at the request of the employee with the approval of the Employer.

If the employee schedules a holiday off, the employee will receive eight (8) hour compensation. The employer shall not reschedule to avoid holiday pay.

Notwithstanding the above, the Employer and individual employees may mutually agree to allow the employee to request cash payment after an election has previously been made to utilize compensatory time.

Section 12 Holidays During Vacations

If an observed holiday falls during an employee's vacation period, such observed holiday shall not be charged against the employee's vacation leave.

Section 13 Personal Holiday Use

Personal holidays will be scheduled by mutual agreement between the employee and the Facility

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Director. Requests for scheduling of a personal holiday on a day designated for religious observation (Yom Kippur, etc.) shall not be unreasonably denied. Personal holidays shall not be carried over from contract year to contract year, nor shall they be granted, if unused, to any employee upon retirement, termination or discharge. An employee shall not be granted a personal holiday during the first six (6) months of his/her employment. No employee will be permitted to work his/her personal holiday.

Section 14 Vacation - Rate of Accrual

<u>Years of Continuous Service</u>	<u>Hourly Credit</u>	<u>Hours Per Year</u>
After 1 year	40/No. of hr.	40 hours
2 or more years, but less than 8 years	80/No. of hr.	80 hours
8 or more years, but less than 15 years	120/No. of hr.	120 hours
15 or more years, but less than 20 years	160/No. of hr.	160 hours
20 or more years	200/No. of hr.	200 hours

Employees changing status from full-time to part-time shall be paid for vacation credits in excess of the prorata maximum carryover allowed at the end of the anniversary year in which the change occurs.

Regular Part-time

Regular part-time employees in an active pay status shall accrue annual vacation leave credit on a pay period basis as follows:

<u>Years of Continuous Service</u>	<u>Hourly Credit</u>
After 1 year	.01923
2 or more years, but less than 8 years	.03847
8 or more years, but less than 15 years	.05770
15 or more years,	.07693

but less than 20 years	
20 or more years	.09615

Section 15 Use and Limitations

Vacation leave is provided to employees for the purpose of rest and recreation from daily routine. When an officially designated holiday occurs during an approved vacation leave, the holiday will be paid and no vacation leave will be charged. Employees with the greatest length of service will have preference for vacation dates unless to do so would jeopardize the Center's ability to perform its responsibilities.

All use of vacation time must be approved by the Facility Director. Requests for five (5) or more consecutive days shall be submitted to the Facility Director fifteen (15) days in advance to allow adequate time for planning work schedules and replacements and it shall be the final responsibility of the Facility Director to schedule employees to cover the requested time off. The Facility Director shall answer all vacation requests no later than five (5) calendar days after receipt of the request for vacation leave. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer; provided that the final right to allot vacation periods is reserved exclusively to the Employer. After vacation periods have been allotted, they may be changed by the Employer only due to an emergency. The term "emergency" means a critical situation requiring immediate action. Absence on account of illness, injury, inclement weather, or disability in excess of that authorized for such purposes may, at the request of the employee, be charged against the vacation leave allowance.

Section 16 Vacation Pay

Vacation leave shall be paid at the employee's straight time rate of pay in effect at the time leave is taken.

In the event of a layoff, death or retirement of an employee, the final wages shall include compensation for all unused, accrued vacation credit.

Section 17 Payment Upon Termination

Employees terminated after four (4) months of employment, but prior to their first anniversary, shall be paid for vacation credits in their last paycheck. Employees who resign or are terminated prior to the completion of four (4) months of employment are ineligible for vacation pay.

Section 18 Carryover

Vacation credits are earned from anniversary date to anniversary date and employees are encouraged to expend vacation during the anniversary year as it is accrued. If, however, the employee elects to carry over hours from the current anniversary year, the maximum carry-over shall be equal to the amount of vacation accrual earned in the anniversary year just ended.

Section 23 Flex Benefit Plan

The Board will provide the employees with access to a Flex Benefit Plan. Employees will be able to use pre-tax dollars for any use sanctioned by federal law. Current uses include but are not necessarily limited to deductibles, coinsurance and premium payments for group insurance, vision care, glasses and dependent care. This plan is subject to revision if federal laws governing flex benefits are revised.

Section 24 Personal Day

Each employee will receive one (1) personal day per contract year. The Personal day will be scheduled by mutual agreement between the employee and the Department Head or his/her designee. The personal day shall not be carried over from contract year to contract year, nor shall the personal day be granted, if unused, to any employee upon retirement, termination or discharge. No employee will be permitted to work his/her personal day.

Section 25 Vision Insurance

Effective July 1, 2013, the Employer will provide vision insurance options by mutual agreement between the Employer and the Union. The Employer agrees to deduct from wages any portion of the vision plan premium cost attributed to the employee according to the coverage selected. Coverage selected and authorization for payroll deduction shall be executed upon submission of an application completed by the employee. Revocation of plan participation will be according to terms stipulated by the plan document. For the contract term from July 1, 2013 through June 30, 2016, the enrolled employee shall pay 100% of the premium cost for selected coverage.

ARTICLE VII
Leaves of Absence

Section 1 Sick Leave

A. Rate of Accrual

Regular employees shall accrue sick leave at the rate of .04615 hour per hour worked up to a maximum of ninety-six (96) hours per year. Employees may accumulate a maximum of six hundred and forty (640) hours of sick leave. Sick leave shall be taken at a minimum of one-half (1/2) hour increments.

B. Use

1. Requests for sick leave are to be directed to the Department head or his/her designee. Requests should be made as soon as the employee knows they need sick leave. If an employee is using sick leave for an appointment, the appointment should be scheduled so the employee misses the minimum amount of work time. The Department head or his/her designee should be told about the appointment as soon as the appointment is scheduled. If an employee is calling in because they believe they

are too sick to report to work, they should attempt to reach the Department head or his/her designee as much in advance of their scheduled reporting time as possible.

If there is a reasonable suspicion that sick leave is being abused, the Department head or his/her designee will report the matter to the Director of Human Resources. The Director of Human Resources or his/her designee will conduct an investigation. As part of the investigation, the employee may be required to provide appropriate documentation from treating doctors. Sick leave abuse is a serious matter which will result in appropriate disciplinary action.

When a holiday occurs while an employee is on sick leave, the employee's sick leave account shall not be charged for the holiday period.

2. An employee may be granted up to one hundred and twenty (120) hours of family leave per contract year chargeable to accumulated sick leave when it is necessary for them to provide care for a spouse, child or parent with a serious health condition. The employee requesting family leave will be required to provide a written statement of the reason family leave is needed and may be required to provide a physician's statement concerning the illness or injury of the spouse, child or parent. This leave shall be non-accumulative. If the leave is granted it may be treated as leave time under the Family Medical Leave Act. However, the Board of Supervisors shall not be bound by any terms, conditions or interpretations of the Family Medical Leave Act in deciding whether or not to grant the leave. The decision to grant or deny this leave is in the sole discretion of the Board of Supervisors or its designee. Any leave request which is going to be denied by the designee of the Board shall be presented to the Board of Supervisors and the employee will be invited to present his/her situation to the Board. The decision of the Board of Supervisors is final and is not subject to a grievance under the terms of this contract.
3. Employees may also use paid sick leave credits for medical, dental and vision appointments if they must be scheduled during normal working hours. Proof that such scheduling is necessary may be required.

C. Work Prohibition

Employees working in any other employment, including self-employment, while receiving sick leave pay from the County are subject to disciplinary action up to, and including immediate dismissal.

D. Notice Requirement

To be eligible for sick leave payment, an employee shall notify the Facility Director as soon as possible. Notice must be given prior to the starting time of the employee's workday. This notice may be waived if the Facility Director determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

E. Holiday Limitation

Sick leave will not be paid on the working day immediately preceding or following a holiday except in case of serious, confining illness.

F. Sick Leave Conversion and Payment

An employee who has accumulated and maintains six hundred and forty (640) hours of sick leave will be allowed to convert sick leave earned during the year to vacation at the rate of four (4) hours of sick leave for one (1) hour of vacation. An employee will cease to be eligible for this conversion any time their accumulated sick leave falls below six hundred and forty (640) hours.

An employee who is retiring and has a minimum of twenty-five (25) years of employment with Woodbury County will be paid for fifteen percent (15%) of his/her accumulated sick leave up to a maximum of Three Thousand Dollars (\$3000.00).

Section 2 Work-Related Injuries

To the extent it is available, sick leave may be used for an on-the-job injury or disability. When Workers Compensation is received, the employee shall have the option of being paid the difference between the amount of workers compensation and the employee's regular salary. Payments shall be made concurrently with regular pay periods. Only the amount paid by the County shall be deducted from sick leave credit. The amount of money paid by the County divided by the Employee's hourly rate of pay shall determine the number of sick leave hours used. No hours used in compliance with this section shall be charged as an incident under Section 1, paragraph F. of this Article.

Section 3 Pre-determined Temporary Disability

- A. Except as hereafter modified all policies, rules, and regulations, applicable to employees who are granted sick leave shall be applicable to employees applying for predetermined temporary disability leave. Sick leave, to the extent of an employee's accumulated earned sick leave, shall be paid only during the time of medical confinement which shall be the time medically indicated for termination and recommencement of duties.
- B. An employee shall notify the Facility Director as soon as the necessity for taking sick leave becomes known to the employee.
- C. Following a pre-determined temporary disability leave the employee shall furnish a statement from his/her physician setting forth the date that he/she became incapacitated due to personal illness and unable to perform his/her normal duties, and the date that such incapacity terminated. Sick leave benefits, to the extent of accumulated sick leave earned, shall be paid only for such period of incapacity.
- D. The determination of whether and/or when the employee is capable of returning to work

following the pre-determined temporary disability shall be made in consultation with the employee, the Facility Director and the employee's physician, and may also be in consultation with a physician of the Employer's own choosing.

- E. In the event that an employee reports the need for accommodation as part of his or her return to work, the employee may be asked to provide a note from his or her physician which identifies the accommodation requested and explains the reason why that accommodation is needed.

Section 4 Funeral Leave

A. Employees Eligible

Funeral leave benefits are granted only to regular full-time and part-time employees.

B. Benefits

An employee will be granted up to three (3) working days paid funeral leave to attend the funeral of the employee's spouse, children or step-children, parents or step-parents, mother-in-law, father-in-law, brother (and spouse), step-brothers, sister (and spouse), step-sisters, grandparents, grandchildren, aunts and uncles of the employee or permanent members of the immediate household. The Facility Director may allow one (1) day of funeral leave with pay, chargeable to sick leave, to attend the funeral of members of the family not included above, a fellow employee, or a close friend.

Upon request of the employee, the Facility Director may grant an extension of the three (3) day period or the one (1) day period in the event long distance travel is required or due to the close nature of the family relationship. Any such extension shall be charged against the employee's unused sick leave or vacation accruals.

Section 5 Jury Duty and Court Appearance

Employees shall be granted a paid leave of absence for assigned work time lost when called to serve on jury duty. Such employees shall be paid their straight time hourly rate for all lost time up to forty (40) hours per week. An employee who is scheduled to work the 11 p.m. to 7 a.m. shift, shall be given that shift off so the employee can sleep prior to jury duty the next day. An employee shall submit certification of jury service to the Employer, and shall assign to the Employer that part of all remuneration received for jury service which can reasonably be described as duplicate compensation. When released from jury duty during working hours, the employee shall report to work within one (1) hour, unless less than an hour remains in the working day.

Employees required by subpoena to testify in a court action in a matter in which they are not personally involved as participants (e.g. plaintiff, defendant, criminal act of the employee, etc.) shall be granted leaves of absence for the period necessary to fulfill the court obligation, and shall receive the difference between any compensation received for testifying and their regular straight time hourly rate for hours lost as a result thereof. Employees will, as soon as possible,

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return to work upon completion of their required testimony.

Section 6 Military Leave

Employees shall be granted military leave in accordance with Iowa Code Section 29A.28.

Section 7 Extended Leaves

A. Duration

In the discretion of the Facility Director an employee may be granted an extended leave of absence without pay not to exceed one hundred twenty (120) calendar days. The employer may grant a one hundred twenty (120) calendar day extension at the sole discretion of the Employer.

B. Application

Application for such a leave of absence must be made in writing to the Facility Director not less than thirty (30) calendar days, whenever possible, before the beginning date of the leave, setting forth in writing the length of leave desired and the reasons therefor. The Facility Director shall respond to the request within fourteen (14) calendar days after the request is received.

C. Benefits During Leave

No vacation time, sick leave, seniority, or other benefits contained in this Agreement shall accrue during the time an employee is on a leave of absence without pay exceeding thirty (30) calendar days. Employees will be responsible for the payment of all insurance premiums during a leave of absence without pay exceeding thirty (30) calendar days.

D. Return Rights

Employees returning from an extended leave of absence shall return to the job classification in which they worked prior to commencing the leave. Failure to return from an extended leave of absence shall be considered by the County to be a voluntary resignation.

Section 8 Leave for Negotiations

When contract bargaining sessions between the Union and the Employer are scheduled by mutual agreement to take place during normal working hours, three (3) employees, unless mutual agreement is reached to expand the number, who are members of the Union's bargaining team shall be given such time off without loss of pay to attend these sessions. No employee, however, shall receive more than forty (40) hours of pay per week at his/her straight time rate pursuant to this section. The time off granted for bargaining purposes shall not be considered as hours worked for overtime eligibility.

ARTICLE VIII
Miscellaneous Provisions

Section 1 Personnel Records

Employees or their designee shall be permitted to review their official personnel folder. Copies of material in the employee's personnel file shall be provided the employee on request. The employee shall have the right to respond in writing to any item in his/her personnel file, with said response becoming part of the file.

Section 2 Labor-Management Meetings

Regular meetings of the Labor-Management Committee shall be held at least once each three (3) months at a mutually agreed upon time and place. Requests by either party to hold emergency meetings shall not be unreasonably denied. If the meeting is held during an employee's scheduled work hours, the employee will be paid for those hours falling within their work time.

Each party shall submit a written agenda to the other not less than two (2) working days prior to each meeting. All Labor-Management Committee meetings shall be for the purpose of discussing and resolving matters pertaining to the administration of this Agreement, including safety, job classification recommendations and the improvement of the relationship among the Employer, the Union, and the bargaining unit employees.

ARTICLE IX
Health and Safety

Section 1 Health Matters

Upon initial employment all employees shall provide satisfactory medical evidence of physical fitness to perform assigned duties. Required medical examinations shall be at the expense of the Employer.

Section 2 Safety Matters

The employer agrees to comply with occupational safety and health standards and regulations as adopted by the Iowa Occupational Safety and Health Administration, U.S. Department of Labor, as well as by all state and local agencies.

The employer shall pay for all employee licenses and/or certificates required by the Employer to conduct the business of the Employer. In addition, the Employer shall pay the renewal fee for all employee licenses and/or certificates required by the Employer to conduct the business of the Employer.

Section 3 Tools, Equipment and Training

The Employer agrees to furnish and maintain in safe working conditions all tools and equipment and to provide all training required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use.

Section 4 Protective Clothing

The Employer shall furnish protective clothing and equipment in accordance with the applicable state and federal regulations.

Section 5 Video Display Terminals and Related Equipment

Prior to purchasing new video display terminals and related equipment the Employer will notify the Union to provide input regarding the proposed purchase. Nothing in this shall restrict in any way the Employer's right to purchase video display terminals and related equipment.

ARTICLE X
No Strike or Lockout

The Union recognizes its statutory obligations and responsibility to avoid and avert a strike. Therefore, for the duration of this Agreement, the Union agrees that neither it, its officers, agents, representatives nor members, individually or collectively, directly or indirectly, will induce, instigate, encourage, authorize, ratify, or participate in a strike against the Employer.

The Union recognizes that in the event of a work stoppage, the Union has an obligation and a duty to urge any and all employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage. The Union will make public statements in the mass media urging employees to immediately return to work.

The Employer has the right to take any other action pursuant to Chapter 20.12 of the Iowa Code (1985).

No lockout of employees shall be instituted by the Employer during the terms of this Agreement.

ARTICLE XI
General

Separability and Savings

Should any Article or Section of this Agreement be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation or by final judicial decision, the remaining Articles and Sections shall continue in full force and effect for the duration of the Agreement. The parties will promptly meet for the purpose of negotiating an appropriate replacement for the offending Article or Section.

In the event the parties fail to agree on provisions for substitute within fifteen (15) days

following the start of negotiations, the parties shall request a list of five (5) arbitrators from the Public Employment Relations Board. The first strike shall be decided by a coin toss and the parties shall alternately strike until there is one name remaining who shall become the arbitrator. Either party may request a second list of arbitrators from the Public Employment Relations Board if they so desire. The arbitrator shall decide between the management's and Union's final offer as to which is the most appropriate substitute.

The decision of the arbitrator shall be final and binding on both parties.

ARTICLE XII
Duration and Signature

Section 1 Duration

This Agreement shall be effective as of the first day of July, 2016, and shall remain in full force and effect until the 30th day of June, 2020. It shall automatically be renewed from year to year thereafter, unless terminated or modified as hereinafter provided.

Section 2 Signature Clause

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly-authorized representatives on this _____ day of _____, 2020.

WOODBURY COUNTY, IOWA

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, Iowa Council 61

By: _____
Matthew Ung, Board Chair
Board of Supervisors

By: _____
Juvenile Detention Center
Bargaining Committee Member

By: _____
Melissa Thomas, Director
Human Resources

By: _____
Juvenile Detention Center
Bargaining Committee Member

By: _____
Allyson C. Dirksen
Board Negotiator

By: _____
Ben Ingersoll
AFSCME/Iowa Council 61 Negotiator

APPENDIX A
Wage Schedule

2024 – 2025 = 3.0%

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step6
1	\$22.05	\$22.93	\$23.72	\$27.74	\$29.29	\$31.21
2	\$26.79	\$27.85	\$28.98	\$30.13	\$31.32	\$32.60
3	\$28.26	\$29.48	\$30.21	\$32.84		

2025 – 2026 = 3.0%

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step6
1	\$22.71	\$23.62	\$24.43	\$28.57	\$30.17	\$32.15
2	\$27.59	\$28.69	\$29.85	\$31.03	\$32.26	\$33.58
3	\$29.11	\$30.36	\$31.12	\$33.82		

2026 – 2027 = 3.0%

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step6
1	\$23.40	\$24.32	\$25.17	\$29.43	\$31.08	\$33.11
2	\$28.42	\$29.55	\$30.75	\$31.96	\$33.23	\$34.58
3	\$29.98	\$31.27	\$32.05	\$34.84		

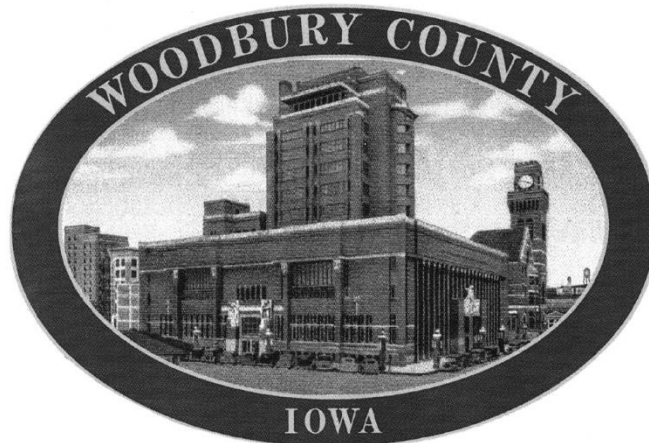
MASTER CONTRACT

BETWEEN

WOODBURY COUNTY, IOWA

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 61
LOCAL 3462, WOODBURY COUNTY
ASSISTANT COUNTY ATTORNEYS AND VICTIM
WITNESS COORDINATOR**



FOR July 1, 2024 to June 30, 2027

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ARTICLE I
Definitions

Section 1 Full-Time Employee

A full-time employee who is a victim witness coordinator is an employee who is assigned to work forty (40) hours per week. A full-time employee who is an assistant county attorney is an employee who is assigned a full-time case load as defined by the standards of the Woodbury County Attorney's Office.

Section 2 Part-Time Employee

A regular part-time employee who is a victim witness coordinator is an employee who is assigned to work less than forty (40) hours per week year round. A regular part-time employee who is an assistant county attorney is an employee who is assigned less than a full-time case load as defined by the standards of the Woodbury County Attorney's Office.

Section 3 Temporary Employee

A temporary employee is an employee hired to work for a limited period of time not to exceed one hundred twenty (120) calendar days per year.

Section 4 Act

The Iowa Public Employment Relations Act.

Section 5 Board

The members of the Woodbury County Board of Supervisors.

Section 6 County

Woodbury County, Iowa.

Section 7 Employees

Individuals employed by the County in the bargaining unit identified in PERB Case No. 5784, this includes the victim witness coordinator and the assistant county attorneys.

Section 8 Employer

Woodbury County, Iowa, acting through its Board of Supervisors, or such elected officials, department heads or other persons designated by the Board of Supervisors to act on its behalf.

Section 9 PERB

The Iowa Public Employment Relations Board.

Section 10 Union

The American Federation of State, County and Municipal Employees, Iowa Public Employee Council 61, AFL-CIO, and its appropriate affiliated local.

ARTICLE II
Union Stewards and Union Leave

Section 1 Union Stewards

Employees selected by the Union to act as Union representatives shall be known as "Stewards". One Steward shall be designated by the Union as the "Chief Steward". The names of the employees so selected (including the alternates designated to act in his/her absence) and those of other Union representatives authorized to represent employees will be certified in writing to the Employer by the Union. The Union will also certify the names of the members, not to exceed three (3) in number, who will constitute the Union Committee for the purpose of Labor-Management meetings.

Except for the time approved for the processing of grievances under Article IV, Section 6, Union Stewards will perform all of the duties related to his/her position as Union Steward during non-work times. If the performance of his/her Union Steward duties involves another bargaining unit employee, then the duties shall be performed during non-work times for both employees.

Section 2 Union Representatives

The Union shall advise the Employer in writing as to its International Union Representative and/or Council Representative assigned to represent the bargaining unit. Such Union Representative or other person authorized by the Union may visit bargaining unit job sites for the purpose of verifying Employer compliance with this agreement. Representatives shall conduct his/her activities in such a manner as to not unreasonably interfere with the Employer's operations.

Section 3 Bulletin Boards

The Union shall be allowed to use a designated bulletin board for the posting of information to the employees in the unit.

ARTICLE III

Grievance Procedures

Section 1 Definitions

A grievance is a claim that there has been a violation, misinterpretation, or a misapplication of a specific provision of this Agreement.

"Days" means calendar days. If the last calendar day on which action is required to be taken is a holiday, then the time limit shall be extended to the next calendar day, which is not a Saturday or Sunday, following the holiday.

A "grievant" is the employee or group of employees filing the grievance.

A grievance shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, if known, and the specific section or sections of the Agreement involved. The grievance shall be presented to the County Attorney or his/her first assistant (on forms furnished by the Union) and signed and dated by the Union. The grievance form will state the name of the employee(s) authorizing the filing of the grievance. An aggrieved Employee shall have the right to a Union Representative appointed by the Union at all steps of the grievance procedure.

Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the Employer.

The arbitration provisions of this Agreement may only be invoked with the approval of the employee organization and in the case of an employee's grievance only with the approval of the public employee.

The employee and/or steward are encouraged during the fourteen (14) days filing period to discuss and attempt to resolve the grievance prior to writing out the grievance. All grievances must be presented promptly and no later than fourteen (14) 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.

Section 2 Time Limits

If a grievance is not presented within any of the time limits specified in this article, it shall be waived and the Employer's last answer shall be final and binding. Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure will be considered as having been denied and the grievance will be automatically appealed to the next step. In order to be considered timely, a hearing regarding a grievance which is appealed to arbitration via the Board of Supervisors must be scheduled no later than sixty (60) days from the date the grievance was appealed to arbitration.

If an arbitration hearing is not held within the above mentioned sixty (60) days, the grievance will be considered denied.

Authority to schedule a hearing rests with the arbitrator should the parties disagree. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.

Section 3 Procedures

All grievances will be handled in accordance with the following procedures:

Step One. Within seven (7) days of receipt of the written grievance from the employee or his/her Union Representative, the County Attorney or his/her First Assistant and the Director of the Human Resources Department shall schedule a meeting with the appropriate Union Representative and Grievant and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the County Attorney or First Assistant and returned to the employee and his/her Union Representative within fourteen (14) days from the receipt of the written grievance submitted to the County Attorney or his/her First Assistant.

Step Two. If the grievance is not settled in Step One, it may be appealed by the grievant, or his/her Union Representative, to the Board within twenty-one (21) days after the written answer in Step One. The Board shall meet and attempt to resolve the grievance with the appropriate Union Representative and Grievant within twenty-one (21) days after the appeal is received by the Board. The Board shall render a decision to the grievant and his/her Union Representative within fourteen (14) days following the meeting with the grievant.

Section 4 Appeal to Arbitration

Any grievance not settled to the satisfaction of the Union in Step Two of the grievance procedure may be appealed to arbitration, providing the appeal to arbitration is in writing to the other party. An employee may not appeal to arbitration without the approval of the Union. This appeal must be made within thirty (30) days after the date upon which the Board issued a final answer in the Second Step of the grievance procedure.

Section 5 Arbitration

Within seven (7) days from the date of the receipt of the written request for arbitration, the Employer and the Union shall meet and either mutually agree upon an arbitrator or the parties or party, acting jointly or separately, shall request the PERB to submit a list of five (5) arbitrators from which one (1) arbitrator shall be selected to hear and decide the grievance. The Employer and the Union shall meet within seven (7) days from receipt of said list and alternately strike four (4) names from the submitted list, and the person whose name is left shall be the arbitrator, provided however, the Union and the Employer may mutually agree that the list of proposed arbitrators is unacceptable and will thereafter jointly petition the

PERB for a new list of five (5) arbitrators. The party making the first strike shall be determined by a flip of a coin.

The arbitrator shall conduct a hearing on the grievance within a reasonable time and shall be empowered to rule on all disputes. Unless otherwise agreed to by the Employer and the Union, the decision of the arbitrator and the findings upon which it is based shall be in writing and the copies thereof presented to each party within thirty (30) calendar days from the date the hearing terminates.

If two (2) or more grievances are appealed to arbitration, the parties will attempt to agree upon a single arbitrator to hear the grievances. If the parties fail to agree to combine the grievances, then each grievance will be submitted to a separate arbitrator.

The fees and expenses of the arbitrator will be shared equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same. Such cost shall include a copy of the transcript for the arbitrator. Each of the parties shall bear the cost of his/her own witnesses, including any lost wages that may be incurred. The arbitrators shall only have authority to determine the compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.

The decision of the arbitrator shall be final and binding on both parties of this Agreement provided such decision does not exceed the arbitrator's jurisdiction or authority as set forth above.

Section 6 Processing Grievances

If the County Attorney or First Assistant and the Union Representative's Supervisor agree, grievances may be, but are not required to be, processed during regular working hours without loss of pay.

Processing grievances shall be defined as investigating grievances, filing grievances, and attending any Step 1 or 2 meetings regarding grievances. However, only one (1) local Union grievance representative will be in pay status for any one (1) grievance. Whenever possible the Union representatives will provide twenty-four (24) hours notice to his/her supervisor. Further, in a group grievance, only one (1) of the grievants shall be in pay status as spokesperson for the group. (Group grievances are defined as, and limited to, those grievances which cover more than one employee, and which involve like circumstances and facts for the grievants involved.) The employer is not responsible for any compensation of employees or Union representatives for time spent processing grievances outside his/her regularly scheduled hours of employment.

Section 7 Exclusive Procedure

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 Agreement.

Section 8 Exclusion of Grievant

An aggrieved employee is entitled to be present at all steps of the grievance procedure.

Section 9 Retroactivity

Settlement of grievance may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than twenty-four (24) days prior to the date of initiation of the written grievance in Step One.

Section 10 Number of Stewards

For information purposes only, the Union shall provide the Human Resources Director of Woodbury County with a written list setting forth the names of the Stewards.

The Employer shall supply the local Union with a list of supervisors to contact on grievance matters.

Section 11 Discipline and Discharge

The Union recognizes the right of the employer to suspend, discharge or take other appropriate disciplinary action for just cause. The employer agrees to use progressive discipline where appropriate.

The intention to take disciplinary action shall be reported to the Director of Human Resources prior to taking any action. The Director of the Human Resources shall inform the Union prior to any disciplinary action being taken. However, the employer may immediately suspend an employee with pay while an investigation is pending.

Any disciplinary action may be processed as a grievance through the grievance procedure. A grievance based on a suspension without pay or discharge shall begin with the second step of the grievance procedure. Grievances of all other disciplinary actions shall begin with the first step of the grievance procedure.

ARTICLE IV
Seniority

Section 1 Definition of Seniority

Seniority is defined as an employee's length of continuous service with the County, since his/her date of hire. Any length of service in a temporary position shall be included in the computation of seniority if the employment was contiguous to the appointment to a regular position.

In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

Section 2 Seniority Records

The seniority records for employees shall be maintained by the Employer, shall be provided to the Union, and shall be updated annually. A similar list will be posted on all bulletin boards where bargaining unit personnel are employed. Objections to the list may be filed as a grievance, and corrections will be made appropriately.

Section 3 Termination of Seniority

An employee shall lose seniority and the employment relationship shall be terminated in the following cases: (a) employee quits; (b) employee is discharged; (c) employee fails to report to work at the end of leave of absence; or (d) employee retires. Provided further that layoff of two (2) years or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay and absence while receiving temporary total disability benefits under the Iowa Worker's Compensation Act, not to exceed one (1) year, shall not constitute a break or interruption in service within the meaning of this Article.

Section 4 Probationary Period

For purposes of this contract the probationary period for new employees shall be one hundred and eighty (180) calendar days. This probationary period shall begin to run from the first day of the employee's service as a permanent employee and may be extended by the County Attorney, at his/her discretion, for an additional period of one hundred and eighty (180) consecutive calendar days. If an employee's probationary period is extended, the County Attorney shall provide the employee with a written explanation of the reason(s) for the extension.

ARTICLE V

Hours of Work and Overtime

Section 1 Hours

The Assistant County Attorneys are professional employees and are not eligible for overtime

compensation. Under the general supervision of the County Attorney, Assistant County Attorneys are expected to work the necessary hours to handle their assigned cases in the context of the Iowa Code of Professional Responsibility for Lawyers, the Court's Case Processing Standards and the case processing expectations of the Woodbury County Attorney's Office.

The victim witness coordinator will be expected to work forty (40) hours a week. It is the expectation that the Victim Witness Coordinator will not work more than forty (40) hours per week. If a project is going to require the Victim Witness Coordinator to work more than forty (40) hours per week, the time in excess of forty (40) hours must be approved by the County Attorney or his/her First Assistant. Approved time which is in excess of forty (40) hours per week and which qualifies for overtime compensation under the Fair Labor Standards Act will be paid at a time and one-half (1 1/2) rate.

ARTICLE VI
Wages and Fringe Benefits

Section 1 Wage Schedule

Employees shall be paid on the basis of the salary schedule attached as Appendix A.

Section 2 Wage Schedule Placement and Advancement

The Appendix A salary schedule for Assistant County Attorneys has twelve (12) steps. Each step is designed to allow advancement after twelve (12) months. Advancement subject to the conditions in the next paragraph shall be on the anniversary date for the Assistant County Attorney.

Newly hired Assistant County Attorneys shall be placed on the Appendix A salary schedule in accordance with the terms of this contract.

An Assistant County Attorney shall not be advanced if his/her evaluation is rated unsatisfactory overall. If an Assistant County Attorney is not advanced on step because his/her performance is rated unsatisfactory overall, the Assistant County Attorney shall be given recommendations to improve his/her performance and shall be re-evaluated within six (6) months following the date he/she was scheduled to advance. If upon re-evaluation the Assistant County Attorney performance is rated higher than unsatisfactory overall, the Assistant County Attorney shall be granted his/her step increase and shall be paid retroactive to the date he/she was scheduled to receive a step increase.

Upon initial employment for an Assistant County Attorney position, credit may be given for previous experience in a prosecutor or criminal defense position up to Step 8, whether within or outside of the County, on the following basis:

- a. 0 months to 12 months experience - Step 1

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- b. 12 months to 24 months experience - Step 2
- c. 24 months to 36 months experience - Step 3
- d. 36 months to 48 months experience - Step 4
- e. 48 months to 60 months experience - Step 5
- f. 60 months to 72 months experience - Step 6
- g. 72 months to 84 months experience - Step 7
- h. 84 months to 96 months experience - Step 8

The Union shall have the right to grieve any advance step placement, and any grievance relating to step placement shall be filed within twenty (20) working days of the Assistant County Attorney's date of hire and shall be commenced at the second step of the grievance procedure. The Employer shall notify the Union of any advance step placement granted to a new Assistant County Attorney. The Union has the right to request and receive any applicable information to investigate and process any such grievance.

Section 3 Holidays Recognized

Regular full-time and part-time employees shall be granted the following paid holidays:

New Years Day	January 1
Dr. Martin Luther King Jr.'s Birthday	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Friday	Following Fourth Thursday in November
Christmas Day	December 25
Floating Christmas Holiday	December 24, 2024 December 24, 2025 December 24, 2026

Section 4 Observance of Holidays

The Board shall designate the day on which the holiday is to be observed except that if an aforementioned holiday falls on a Saturday, the preceding Friday will be observed as a holiday, and if an aforementioned holiday falls on a Sunday, the following Monday will be observed as the holiday.

Section 5 Vacation Rate of Accrual

Vacation benefits are granted only to regular full-time and part-time employees.

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Regular Full-Time: Regular full-time employees in active pay status shall accrue annual vacation leave credit on a pay period basis as follows:

<u>Years of Continuous Service</u>	<u>Hourly Credit</u>	<u>Hours Per Year</u>
After 1 year	40/No. of hr.	40 hours
2 or more years, but less than 8 years	80/No. of hr.	80 hours
8 or more years, but less than 15 years	120/No. of hr.	120 hours
15 or more years, but less than 20 years	160/No. of hr.	160 hours
20 or more years	200/No. of hr.	200 hours

Employees changing status from full-time to part-time shall be paid for vacation credits in excess of the prorata maximum carryover allowed at the end of the anniversary year in which the change occurs.

Regular Part-time

Regular part-time employees in an active pay status shall accrue annual vacation leave credit on a pay period basis as follows:

<u>Years of Continuous Service</u>	<u>Hourly Credit</u>
After 1 year	.01923
2 or more years, but less than 8 years	.03847
8 or more years, but less than 15 years	.05770
15 or more years, but less than 20 years	.07693
20 or more years	.09615

Section 6 Use and Limitations

Vacation leave is provided to employees for the purpose of rest and recreation from daily routine. New employees shall be given 40 hours of vacation accrual upon hire and eligible to use accrued vacation immediately. When an officially designated holiday occurs during an approved vacation leave, the holiday will be paid and no vacation leave will be charged. The practice currently being used by employees to schedule vacation time off shall continue to be used within the County Attorney's Office. The County Attorney may require rescheduling of vacations if in his/her judgment the scheduling of a vacation will adversely affect the efficient operation of the County Attorney's Office.

Section 7 Payment for Vacation Time

In the event of a layoff, death or retirement of an employee, the final wages shall include compensation for all unused, accrued vacation credit. Employees terminated after four (4) months of employment, but prior to their first anniversary, shall be paid for vacation credits in their last paycheck. Employees who resign or are terminated prior to the completion of four (4) months of employment are ineligible for vacation pay.

Section 8 Carryover

Vacation credits are earned from anniversary date to anniversary date and employees are encouraged to expend vacation during the anniversary year as it is accrued. If, however, the employee elects to carry over hours from the current anniversary year, the maximum carryover shall be equal to the amount of vacation accrual earned in the anniversary year just ended.

Any hours exceeding the above limits at the employee's anniversary date shall be reduced to the maximum number of hours permitted to be carried over as provided in paragraph 1 of this section.

Section 9 Flex Benefit Plan

The Board will provide the employees with access to a Flex Benefit Plan. Employees will be able to use pre-tax dollars for any use sanctioned by federal law. Current uses include but are not necessarily limited to deductibles, coinsurance and premium payments for group insurance, vision care, glasses and dependent care. This plan is subject to revision if federal laws governing flex benefits are revised.

Section 10 Personal Day

Each employee will receive two (2) personal days per contract year. The personal days will be scheduled by mutual agreement between the employee and the County Attorney or his/her First Assistant. The personal day shall not be carried over from contract year to contract year, nor shall they be granted, if unused, to any employee upon retirement, termination or

discharge. No employee will be permitted to work his/her personal day(s).

Section 11 Vision Insurance

Effective July 1, 2013, the Employer will provide vision insurance options by mutual agreement between the Employer and the Union. The Employer agrees to deduct from wages any portion of the vision plan premium cost attributed to the employee according to the coverage selected. Coverage selected and authorization for payroll deduction shall be executed upon submission of an application completed by the employee. Revocation of plan participation will be according to terms stipulated by the plan document. For the contract term from July 1, 2013 through June 30, 2016, the enrolled employee shall pay 100% of the premium cost for selected coverage.

Section 12 Bar Association Dues

Effective July 1, 2016, the Employer will pay the full cost of Iowa licensure and CLE report processing fees for each Assistant County Attorney.

Section 13 Parking

Effective July 1, 2016, the Employer will reimburse each Assistant County Attorney on a monthly basis for the cost of parking in the City Ramp on Douglas Street in Sioux City, Iowa. This reimbursement will not apply for any Assistant County Attorney assigned on a full time basis to the new Law Enforcement Center located on 28th Street, Sioux City, Iowa so long as parking is free at the new Law Enforcement Center.

Section 14 New Hire Retention Bonus

Step 1 new hires shall receive a one-time retention bonus of \$1,500.00 to be paid upon satisfactory completion of one year of service.

ARTICLE VII
Leaves of Absence

Section 1 Sick Leave

A. Rate of Accrual

Regular employees shall accrue sick leave at the rate of .04615 hour per hour worked up to a maximum of ninety-six (96) hours per year. Employees may accumulate a maximum of six hundred and forty (640) hours of sick leave.

B. Use

1. Requests for sick leave are to be directed to the Department head or his/her designee. Requests should be made as soon as the employee knows they need

sick leave. If an employee is using sick leave for an appointment, the appointment should be scheduled so the employee misses the minimum amount of work time. The Department head or his/her designee should be told about the appointment as soon as the appointment is scheduled. If an employee is calling in because they believe they are too sick to report to work, they should attempt to reach the Department head or his/her designee as much in advance of his/her scheduled reporting time as possible.

If there is a reasonable suspicion that sick leave is being abused, the Department head or his/her designee will report the matter to the Director of Human Resources. The Director of Human Resources or his/her designee will conduct an investigation. As part of the investigation, the employee may be required to provide appropriate documentation from treating doctors. Sick leave abuse is a serious matter which will result in appropriate disciplinary action.

When a holiday occurs while an employee is on sick leave, the employee's sick leave account shall not be charged for the holiday period.

2. An employee may be granted up to one hundred and twenty (120) hours of family leave per contract year chargeable to accumulated sick leave when it is necessary for them to provide care for a spouse, child or parent with a serious health condition. The employee requesting family leave will be required to provide a written statement of the reason family leave is needed and may be required to provide a physician's statement concerning the illness or injury of the spouse, child or parent. This leave shall be non-accumulative. If the leave is granted it may be treated as leave time under the Family Medical Leave Act. However, the Board of Supervisors shall not be bound by any terms, conditions or interpretations of the Family Medical Leave Act in deciding whether or not to grant the leave. The decision to grant or deny this leave is in the sole discretion of the Board of Supervisors or its designee. Any leave request which is going to be denied by the designee of the Board shall be presented to the Board of Supervisors and the employee will be invited to present his/her situation to the Board. The decision of the Board of Supervisors is final and is not subject to a grievance under the terms of this contract.
3. Employees may also use paid sick leave credits for medical, dental and vision appointments if they must be scheduled during normal working hours. Proof that such scheduling is necessary may be required.

C. Work Prohibition

Employees working in any other employment, including self-employment, while receiving sick leave pay from the County are subject to disciplinary action up to, and including immediate dismissal.

D. Notice Requirement

To be eligible for sick leave payment, an employee shall notify the County Attorney or his/her First Assistant as soon as possible. Notice must be given prior to the starting time of the employee's workday. This notice may be waived if the County Attorney or his/her First Assistant determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

E. Holiday Limitation

Sick leave will not be paid on the working day immediately preceding or following a holiday except in case of serious, confining illness.

F. Sick Leave Conversion and Payment

An employee who has accumulated and maintains six hundred and forty (640) hours of sick leave will be allowed to convert sick leave earned during the year to vacation at the rate of four (4) hours of sick leave for one (1) hour of vacation. An employee will cease to be eligible for this conversion any time his/her accumulated sick leave falls below six hundred and forty (640) hours.

An employee who is retiring and has a minimum of twenty-five (25) years of employment with Woodbury County will be paid for fifteen percent (15%) of his/her accumulated sick leave up to a maximum of Three Thousand Dollars (\$3000.00).

Section 2 Work-Related Injuries

To the extent it is available, sick leave may be used for an on-the-job injury or disability. When Workers Compensation is received, the employee shall have the option of being paid the difference between the amount of workers compensation and the employee's regular salary. Payments shall be made concurrently with regular pay periods. Only the amount paid by the County shall be deducted from sick leave credit. The amount of money paid by the County divided by the Employee's hourly rate of pay shall determine the number of sick leave hours used.

Section 3 Pre-determined Temporary Disability

A. Except as hereafter modified all policies, rules, and regulations, applicable to employees who are granted sick leave shall be applicable to employees applying for pre-determined temporary disability leave. Sick leave, to the extent of an employee's accumulated earned sick leave, shall be paid only during the time of medical confinement which shall be the time medically indicated for termination and recommencement of duties.

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- B. An employee shall notify the County Attorney or his/her First Assistant as soon as the necessity for taking sick leave becomes known to the employee.
- C. Following a pre-determined temporary disability leave the employee shall furnish a statement from his/her physician setting forth the date that he/she became incapacitated due to personal illness and unable to perform his/her normal duties, and the date that such incapacity terminated. Sick leave benefits, to the extent of accumulated sick leave earned, shall be paid only for such period of incapacity.
- D. The determination of whether and/or when the employee is capable of returning to work following the pre-determined temporary disability shall be made in consultation with the employee, the County Attorney or his/her First Assistant and the employee's physician, and may also be in consultation with a physician of the Employer's own choosing.

Section 4 Bereavement Leave

A. Employees Eligible

Bereavement leave benefits are granted only to regular full-time and part-time employees.

B. Benefits

An employee will be granted up to three (3) working days paid bereavement leave to attend the funeral or other related activities of the employee's spouse, children or step-children, parents or step-parents, mother-in-law, father-in-law, brother (and spouse), sister (and spouse), grandparents, grandchildren, aunts and uncles of the employee or permanent members of the immediate household. The County Attorney may allow one (1) day of bereavement leave with pay, chargeable to sick leave, to attend the funeral or other related activities of members of the family not included above, a fellow employee, or a close friend.

Upon request of the employee, the County Attorney may grant an extension of the three (3) day period or the one (1) day period in the event long distance travel is required or due to the close nature of the family relationship. Any such extension shall be charged against the employee's unused sick leave or vacation accruals.

Section 5 Jury Duty and Court Appearance

Employees shall be granted a paid leave of absence for assigned work time lost when called to serve on jury duty. An employee shall submit certification of jury service to the Employer, and shall assign to the Employer that part of all remuneration received for jury service which can reasonably be described as duplicate compensation. When released from jury duty during working hours, the employee shall report to work within one (1) hour, unless less than an hour remains in the working day.

Employees required by subpoena to testify in a court action in a matter in which they are not personally involved as participants (e.g. plaintiff, defendant, criminal act of the employee, etc.) shall be granted leaves of absence for the period necessary to fulfill the court obligation, and shall receive the difference between any compensation received for testifying and their regular straight time hourly rate for hours lost as a result thereof. Employees will, as soon as possible, return to work upon completion of their required testimony.

Section 6 Extended Leaves

A. Duration

In the discretion of the County Attorney an employee may be granted an extended leave of absence without pay not to exceed one hundred twenty (120) calendar days. The Employer may grant a one hundred twenty (120) calendar day extension at the sole discretion of the Employer.

B. Application

Application for such a leave of absence must be made in writing to the County Attorney not less than thirty (30) calendar days, whenever possible, before the beginning date of the leave, setting forth in writing the length of leave desired and the reasons therefore. The County Attorney shall respond to the request within fourteen (14) calendar days after the request is received.

C. Benefits During Leave

No vacation time, sick leave, seniority, or other benefits contained in this Agreement shall accrue during the time an employee is on a leave of absence without pay exceeding thirty (30) calendar days. Employees will be responsible for the payment of all insurance premiums during a leave of absence without pay exceeding thirty (30) calendar days.

D. Return Rights

Employees returning from an extended leave of absence shall return to the job classification in which they worked prior to commencing the leave. Failure to return from an extended leave of absence shall be considered by the County to be a voluntary resignation.

Section 7 Leave for Negotiations

When contract bargaining sessions between the Union and the Employer are scheduled by mutual agreement to take place during normal working hours, three (3) employees, unless mutual agreement is reached to expand the number, who are members of the Union's bargaining team shall be given such time off without loss of pay to attend these sessions. No

employee, however, shall receive more than forty (40) hours of pay per week pursuant to this section.

ARTICLE VIII
Miscellaneous Provisions

Section 1 Personnel Records

Employees or their designees shall be permitted to review their official personnel folder. Copies of material in the employee's personnel file shall be provided the employee on request. The employee shall have the right to respond in writing to any item in his/her personnel file, with said response becoming part of the file.

Section 2 Labor-Management Meetings

Regular meetings of the Labor-Management Committee shall be held at least once each three (3) months at a mutually agreed upon time and place. All Union communications relating to Labor-Management Meetings shall be directed to the Director of Human Resources. Requests by either party to hold emergency meetings shall not be unreasonably denied. If the meeting is held during an employee's scheduled work hours, the employee will be paid for those hours falling within his/her work time.

Each party shall submit a written agenda to the other not less than two (2) working days prior to each meeting. All Labor-Management Committee meetings shall be for the purpose of discussing and resolving matters pertaining to the administration of this Agreement, including safety, job classification recommendations and the improvement of the relationship among the Employer, the Union, and the bargaining unit employees.

Section 3 Continuing Legal Education Hours

The County Attorney may select continuing legal education courses which an Assistant County Attorney will be required to attend. If the County Attorney requires an Assistant County Attorney to attend continuing legal education courses, the Assistant County Attorney will be reimbursed, in a manner consistent with the policies of the Woodbury County Board of Supervisors for the costs related to attending the course.

ARTICLE IX
Health and Safety

The employer agrees to comply, as it deems appropriate, with occupational safety and health standards and regulations as adopted by the Iowa Occupational Safety and Health Administration, and the U.S. Department of Labor.

ARTICLE X
No Strike or Lockout

The Union recognizes its statutory obligations and responsibility to avoid and avert a strike. Therefore, for the duration of this Agreement, the Union agrees that neither it, its officers, agents, representatives nor members, individually or collectively, directly or indirectly, will induce, instigate, encourage, authorize, ratify, or participate in a strike against the Employer.

The Union recognizes that in the event of a work stoppage, the Union has an obligation and a duty to urge any and all employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage. The Union will make public statements in the mass media urging employees to immediately return to work.

The Employer has the right to take any other action pursuant to Iowa Code Section 20.12. No lockout of employees shall be instituted by the Employer during the terms of this Agreement.

ARTICLE XI
General

Separability and Savings

Should any Article or Section of this Agreement be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation or by final judicial decision, the remaining Articles and Sections shall continue in full force and effect for the duration of the Agreement. The parties will promptly meet for the purpose of negotiating an appropriate replacement for the offending Article or Section.

In the event the parties fail to agree on provisions for substitute within fifteen (15) days following the start of negotiations, the parties shall follow the impasse procedures as specified in Iowa Code, Chapter 20.

ARTICLE XII
Duration and Signature

Section 1 Duration

This Agreement shall be effective as of the first day of July, 2024, and shall remain in full force and effect until the 30th day of June, 2027.

Section 2 Signature Clause

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by his/her duly-authorized representatives on this _____ day of _____, 2023.

WOODBURY COUNTY, IOWA

AMERICAN FEDERATION OF STATE,

COUNTY AND MUNICIPAL
EMPLOYEES, Iowa Council 61

By _____
Matthew Ung, Board Chair
Board Negotiator

By _____
Trevor Brass
Bargaining Committee Member

By _____
Melissa Thomas, H.R. Director
Board Negotiator

By _____
Athena Ladeas
Bargaining Committee Member

By _____
Allyson C. Dirksen
Board Negotiator

By _____
Ben Ingersoll
AFSCME IA Council 61 Negotiator

APPENDIX A
Wage and Salary Schedule

2024-2025

Assistant County Attorneys effective July 1, 2024 – 9.0%

Step 1	\$73,434.39
Step 2	\$77,140.39
Step 3	\$81,029.51
Step 4	\$84,925.17
Step 5	\$88,812.11
Step 6	\$92,706.68
Step 7	\$100,109.96
Step 8	\$104,002.35
Step 9	\$107,893.65
Step 10	\$111,789.31
Step 11	\$115,680.61
Step 12	\$123,508.99

Assistant County Attorneys will be advanced one (1) step in accordance with the language in Article VI.

APPENDIX A
Wage and Salary Schedule

2025-2026

Assistant County Attorneys effective July 1, 2025 – 3.0%

Step 1	\$75,637.42
Step 2	\$79,454.60
Step 3	\$83,460.40
Step 4	\$87,472.93
Step 5	\$91,476.47
Step 6	\$95,487.88
Step 7	\$103,113.26
Step 8	\$107,122.42
Step 9	\$111,130.46
Step 10	\$115,142.99
Step 11	\$119,151.03
Step 12	\$127,214.26

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Assistant County Attorneys will be advanced one (1) step in accordance with the language in Article VI.

APPENDIX A
Wage and Salary Schedule

2026 - 2027

Assistant County Attorneys effective July 1, 2026 – 3.0%

Step 1	\$77,906.54
Step 2	\$81,838.24
Step 3	\$85,964.21
Step 4	\$90,097.11
Step 5	\$94,220.77
Step 6	\$98,352.52
Step 7	\$106,206.66
Step 8	\$110,336.09
Step 9	\$114,464.37
Step 10	\$118,597.28
Step 11	\$122,725.56
Step 12	\$131,030.69

Assistant County Attorneys will be advanced one (1) step in accordance with the language in Article VI.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 12/7/23 Weekly Agenda Date: 12/12/23

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Mayor of Merville, James Fisher

WORDING FOR AGENDA ITEM:

Discuss and/or take action on the reconstruction of Frontage Road in Merville, Iowa

ACTION REQUIRED:

- | | | |
|--|---|--|
| Approve Ordinance <input type="checkbox"/> | Approve Resolution <input type="checkbox"/> | Approve Motion <input checked="" type="checkbox"/> |
| Give Direction <input type="checkbox"/> | Other: Informational <input type="checkbox"/> | Attachments <input type="checkbox"/> |

EXECUTIVE SUMMARY:

BACKGROUND:

The City of Merville wants to work with Woodbury County to reconstruct Merville's Frontage Road. The City of Merville is willing to pay for half the street plus sidewalk, retaining wall and some infrastructure.

FINANCIAL IMPACT:

Woodbury County owns the outer half of Frontage Road in Merville. Because of all the commercial development the city wants to work with Woodbury County. The city feels since Woodbury County owns half the street they should pay for that half. Figures will be presented at the meeting.

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes No

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION:

Action to work with the City of Merville to reconstruct Frontage Road.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 12/07/2023 Weekly Agenda Date: 12/12/2023

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Mark J. Nahra, County Engineer

WORDING FOR AGENDA ITEM:

Approve proposal for bridge F-115 repair on Carrol Ave, north of 210th St

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The county engineer requested estimates for bridge repair of structure F-115 from three bridge contractors. Of the two available to do the work, Dixon Construction had the lowest quote.

BACKGROUND:

Bridge F-115 has reduced operating load rating due to deteriorating timber caps. Replacing the caps would bring the bridge back to legal load capacity without requiring full replacement.

FINANCIAL IMPACT:

The project is paid for with local Woodbury County secondary roads funds.

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes No

RECOMMENDATION:

I recommend that the Board approve quote for bridge repair.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the quotation from Dixon Construction for \$70,000.00



WOODBURY COUNTY, IOWA
CONTRACT

Kind of Work Bridge Cap Replacement
Project No. Bridge Cap Replacement F-115 County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following members: Matthew Ung, Jeremy Taylor, Daniel Bittinger II, Mark Nelson and Keith Radig, Contracting Authority, and Dixon Construction, Contractor.

WITNESSETH: That the Contractor, for and in consideration of Seventy Thousand and 00/100 (\$70,000.00)

payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the notice to bidders, the various items of work as follows:

Table with 5 columns: Item No., Item, Quantity, Unit Price, Amount. Row 1: Project: Bridge Cap Replacement F-115. Row 2: 1. Bridge Cap Replacement per Attachment A, 1 LS, \$70,00.00, 70,000.00. Total Bid: \$70,000.00

Said specifications and plans are hereby made part of and the basis of this agreement and a true copy of said plans and specifications are now on file in the office of the County Engineer.

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications.

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. Bridge Cap Replacement F-115 Woodbury County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties hereto.

Table with 4 columns: Approximate Starting Date, Specified Starting Date, Completion Date, Liquidated Damages. Completion Date: April 1, 2024

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto.

It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine, and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as the day of, 20

Approved: [Signature]
By: Contractor: Dixon Construction

By: Contracting Authority: Woodbury County Board Chairperson

Date

Date

Attachment A

Bridge F-115 located on Carroll Avenue north of 210th Street, Section 26, Woodbury Township.

Contractor agrees to use care in removal of bridge deck plank and beams. Replace four (4) existing caps with 4 - 12"x12"x 40' caps supplied by Woodbury County. The contractor will reinstall beams and deck. Woodbury County agrees to supply all materials to complete the work. Woodbury County will provide road closures and safety fence at each end of the project. Work to be completed no later than April 1, 2024.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: _____ Weekly Agenda Date: _____

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: _____

WORDING FOR AGENDA ITEM:

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes No

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION:



WOODBURY COUNTY, IOWA
CONTRACT

Kind of Work Gravel for Roadway Improvement Little Sioux Pit 2024
Project No. Gravel for Roadway Improvement Little Sioux Pit 2024 County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following Members Matthew Ung, Keith Radig, Daniel Bittinger II and Jeremy Taylor Contracting Authority, and Bedrock Gravel, Schleswig, IA, Contractor.

WITNESSETH: That the Contractor, for and in consideration of One Million Nine Hundred and Eighty Thousand and 00/100 (\$1,980,000.00)

Payable as set forth in the specifications constituting a part of this contract, hereby agrees to produce in accordance with Woodbury County Gravel gradations and scope of work for gravel production. Payment of work as follows:

Table with 5 columns: Item No., Item, Quantity, Unit Price, Amount. Row 1: 1. Gravel-Excavate, Crush, and Stockpile, 300,000 Ton, \$6.60, \$1,980,000.00. Summary row: TOTAL BID \$1,980,000.00

Said specifications and plans are hereby made part of and the basis of this agreement and a true copy of said plans and specifications are now on file in the office of the County Engineer under the date of November 7, 2023. This contract is in accordance with Attachment "A" and specifications contained in it for the gravel production at Little Gravel Pit.

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications.

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. Gravel for Roadway Improvement Little Sioux Pit 2024 in Woodbury County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties hereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Table with 4 columns: Approximate Starting Date, Specified Starting Date, Completion Date, Number of Working Days. Completion Date: December 1, 2026

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto.

It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine, and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as the day of, 20

Approved: Chad Mohr (Contractor: Bedrock Gravel) By: Contracting Authority: Woodbury County Board Chairperson Date: 11-22-23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER FNIC, CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #, INSURED Bedrock Concrete Products, LLC, Bedrock Readymix Inc., Bedrock Gravel Inc., 1108 Hwy 59 So, Schleswig, IA 51461

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: Woodbury County Secondary Roads Department, 759 E. Frontage Road, Merville, IA 51039. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Cole Goslar

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 12/07/2023 Weekly Agenda Date: 12/12/2023

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Mark J. Nahra, County Engineer

WORDING FOR AGENDA ITEM:

Approve contract for gravel excavation and processing at Little Sioux Gravel Pit.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The county engineer's office has negotiated a price for the excavation and processing of gravel at the Little Sioux Gravel Pit south of Correctionville.

BACKGROUND:

This project is for the production of maintenance gravel.

FINANCIAL IMPACT:

The project is paid for with local Woodbury County secondary roads funds.

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes No

RECOMMENDATION:

I recommend that the Board approve the contract with Bedrock Gravel.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the contract for gravel production at the Little Sioux Gravel Pit with Bedrock for \$600,000.00



WOODBURY COUNTY, IOWA CONTRACT

Kind of Work Maintenance Gravel for Stockpiles Little Sioux Pit 2024
Project No. Maintenance Gravel for Stockpiles Little Sioux Pit 2024 County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following Members Matthew Ung, Keith Radig, Daniel Bittinger II and Jeremy Taylor Contracting Authority, and Bedrock Gravel, Schleswig, IA, Contractor.

WITNESSETH: That the Contractor, for and in consideration of -----

Six Hundred and Sixty Thousand and 00/100 (\$660,000.00)

Payable as set forth in the specifications constituting a part of this contract, hereby agrees to produce in accordance with Woodbury County Gravel gradations and scope of work for gravel production. Payment of work as follows:

Item No.	Item	Quantity	Unit Price	Amount
	Maintenance Gravel for Stockpiles Little Sioux Pit 2024			
1.	Gravel-Excavate, Crush, and Stockpile	100,000 Ton	\$6.60	\$ 660,000.00
TOTAL BID				\$ 660,000.00

Said specifications and plans are hereby made part of and the basis of this agreement and a true copy of said plans and specifications are now on file in the office of the County Engineer under the date of November 7, 2023. This contract is in accordance with Attachment "A" and specifications contained in it for the gravel production at Little Gravel Pit.

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications.

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No Maintenance Gravel for Stockpiles Little Sioux Pit 2024_in Woodbury County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties hereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Approximate Starting Date	Specified Starting Date	Completion Date	Number of Working Days
		December 1, 2026	

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto.

It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine, and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as the

_____ day of _____, 20_____

Approved:

By Chad Mohr
Contractor: Bedrock Gravel

By _____
Contracting Authority: Woodbury County Board Chairperson

Date 11-22-23

Date _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FNIC	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Travelers		25666
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Bedrock Concrete Products, LLC
Bedrock Readymix Inc.
Bedrock Gravel Inc.
1108 Hwy 59 So
Schleswig, IA 51461

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		Y-630-3X28641A-PHX-23	11/1/2023	11/1/2024		EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		810-3X316313-23-14-G	11/1/2023	11/1/2024		COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		CUP-3X324442-23-14	11/1/2023	11/1/2024		EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB-3X312861-23-14-G	11/1/2023	11/1/2024		<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Woodbury County Secondary Roads Department 759 E. Frontage Road Menville, IA 51039	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 12/8/2023 Weekly Agenda Date: 12/12/2023

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Chairman Matthew Ung

WORDING FOR AGENDA ITEM:

Correcting the record on misapplication of parliamentary procedure and false accusations made by a citizen against the Chair during the "Approval of the Agenda" item at the December 5 meeting

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The Chair was falsely accused and maligned by a citizen during the December 5 meeting, and the Chair is correcting the public record with this item. A letter to fellow board members is attached.

BACKGROUND:

The board allowed a citizen to state supposed "points of order" during the "Approval of the Agenda" item of the December 5 meeting. Unfortunately, the citizen abused the opportunity by complaining about prior meetings, mis-characterizing recorded events, and making false accusations about the Chair's actions during the prior meeting. If attacked, the Chair prefers to be attacked with the truth.

FINANCIAL IMPACT:

n/a

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes No

RECOMMENDATION:

It is recommended to simply allow the Chair to correct the record by reading and accepting the letter into the record. If any supervisor or member of the public wishes to belabor the point by discussing or objecting to this correcting of the record, then the Chair will belabor the point further by reading the letter during the meeting.

ACTION REQUIRED / PROPOSED MOTION:

n/a

Fellow supervisors, you made a mistake when you overruled my determination and allowed citizen Doyle Turner to raise “points of order” during the *Approval of the Agenda* item on Dec. 5. You set a bad precedent that any citizens who simply walk to the podium and cry “objection!” can make their concerns known at the beginning of the meeting, rather than wait until the relevant agenda items, or wait until citizen concerns like everybody else.

Our bylaws say we also abide by (or we try to abide by) Robert’s Rules of Order. I need to improve on “controlling” some aspects of meetings as the citizen rightly pointed out, and I will endeavor to do so. But some things need to be made clear, including what a “Point of Order” is.

Points of order should be brought by members of the assembly, not audience members. The proper procedure would have been for the citizen to alert a board member, and for that board member to raise a point of order. Points of order are not debatable and should prompt immediate ruling by the Chair, not lead into several more grievances for several minutes. Points of order must cite the rule broken, not make irrelevant points, such as properly noticed items not being the same thing as emergency items. That is known as a “strawman argument,” not a point of order. Points of order that disagree with a recommended motion in a future item should be brought up during that item, not before. Finally, points of order must be raised at the time a rule is broken, not 7 days or 7 months later.

The fact that the supposed points of order were not vocally supported by any board member, parliamentarian, or legal counsel, and further that the vote to approve the agenda passed 5-0, is evidence that the citizen’s supposed points of order were really what he admitted they were at the beginning, simply objections. This is a rhetorical question for my fellow board members: Are you comfortable setting a precedent that allows citizen concerns at the beginning of each meeting if a citizen is too impatient to wait until citizen concerns? And are you comfortable with setting a precedent that allows citizens to approach the board under the guise of objecting to the CURRENT agenda instead calling for points of order based on “LAST WEEK”? What is the remedy you expect the Chair to rule on, the use of a time machine?

One of the citizen’s supposed “points of order” for the Dec. 5 agenda was to complain about the conduct of the Chair and Auditor during the citizen concerns item of the Nov. 28 meeting, in which Auditor Gill provided the board copies of a resolution he asked be considered at a subsequent meeting. Although Auditor Gill was allowed to speak during citizen concerns, the Chair did later send an email to all elected officials politely requesting they try to utilize posted agenda items more often than citizen concerns. Someone forwarded the contents of this email to ~~Supervisor~~ Citizen Doyle Turner (we can only speculate who). Auditor Gill responded to my email in agreement, as shown by the attached.

This is the email of which Doyle said “I have a real problem with the Chairman sending an email out to all the heads of the staff saying we shouldn’t do this anymore, when Mr. Chairman this lays right on you.” The point is well taken, and I am doing my best as the Chairman to apply the rules consistently. But I find it difficult when, just prior to that situation, there was a 20-minute citizen concern session where two supervisors, Doyle, and other citizens were discussing back-and-forth what time and place and manner some drainage district concerns should be handled. Doyle was even inviting another citizen up to the podium to answer a question he posed to the citizen on legal processes. I would ask Doyle and any other “backseat parliamentarians” to likewise be CONSISTENT in applying the same criticisms regarding timeliness, deliberation, and leading questions to any public citizen, Auditor, or Supervisor who bends the rules.

I did not bang my gavel during discussion on the drainage district process because I prefer to err on the side of relaxed rules which allow maximum citizen involvement. And I am happy to admit that I did not run the citizen concerns portion of the Nov. 28 meeting perfectly, but I need your help to do that.

But worse than false points of order, the citizen's comments contained false accusations against the Chair which, because they were spoken into the public record, will now be corrected in the public record.

Doyle emphatically stated "**IN FACT**, the Chair attempted to – they deliberated back and forth with the Auditor and the Chair and the Chair tried to deliberate and make a decision during citizen – take action during citizens concerns. None of this follows our rules, it is completely out of the bounds of what we've ever done before, or should do, I guess I should say."

I rewatched the Nov. 28 meeting several times, thinking that if I continued to replay it, then Doyle's claims about me would come true. I also called Doyle on the phone and spoke to him for an hour, wondering if he could convince me that I said something I didn't, and in the vain hopes he might just believe me and give me the benefit of the doubt. But no. Here's what I saw from the recording instead:

- 1) On the Auditor's proposed resolution, the board received it into the record as we have received hundreds of things into the record during citizen concerns, whether they be pictures of a tree-stump mailbox a rural resident alleges violates code, or stacks of pie graphs about pipelines and wind turbines. We receive things into the record in order to publish in the minutes (for public information) the materials we reference during board consideration or discussion. It was not "taking action" or "making a decision" to receive the resolution. At no time did I—as I'm being accused of—promise that the resolution would be on the next week's agenda. My response following the reading of the resolution was two words: "Thank you." It is amazing that from those two words such embellishment can happen in someone's head. Doyle has seen us receive hundreds of pages into the record over the last several months, and it is interesting that the one time he objects to it is when the materials are critical of Supervisor Taylor.
- 2) During board concerns, Supervisor Taylor was first to mention resigning the Vice Chairmanship, stating "I will step down from that role." He inquired if that was still desired because he had only heard those opinions from three board members through media reporting. I said "We can settle that right now," and members of the board indicated that they still held their previously stated opinions. Supervisor Taylor then initiated a question to Auditor Gill asking if the item should be on the following week's agenda, by saying "I still respect the Auditor as the Auditor in his role and that's why I'm deferring to you. Is that right, Pat?" Pat says "Sure." After all of this, I say "If there is a willing resignation, then that will be on the agenda." So it is a complete butchering of the record for Doyle to publicly accuse "the Auditor and the Chair" for making a decision during citizen/board concerns when Supervisor Taylor was the one initiating every point of this matter. Once again, it's strange Supervisor Taylor is left out of the criticism here.

I appreciate a lot of things Doyle Turner has to say, and I believe we all wish more citizens were as engaged as he is. But when he shows up to meetings with so many words that he starts shoving them in other people's mouths, that needs to be discouraged.

And if anyone disagrees with these corrections to the record, please, check the receipts.

-Chairman Ung

Matthew A. Ung

From: Pat Gill
Sent: Thursday, November 30, 2023 12:32 PM
To: Matthew A. Ung; James Loomis; Chad Sheehan; Tina Bertrand
Subject: RE: Citizen Concerns

Matthew,

This is a reasonable request; I will do my best as much as possible/practical to honor it.

Thanks,
Pat

From: Matthew A. Ung <matthewung@woodburycountyiowa.gov>
Sent: Thursday, November 30, 2023 8:47 AM
To: James Loomis <jloomis@woodburycountyiowa.gov>; Pat Gill <pgill@woodburycountyiowa.gov>; Chad Sheehan <csheehan@woodburycountyiowa.gov>; Tina Bertrand <tbertrand@woodburycountyiowa.gov>
Subject: Citizen Concerns

County Attorney, Auditor, Sheriff, and Treasurer:

As much as possible/practical, please try to utilize published agenda items over sharing your thoughts during citizen concerns. I completely understand there are circumstances where timing makes that difficult, or where you might feel whoever is approving the agenda wouldn't publish something you have to say, but I still think trying that route first is most helpful, especially if there is reason to believe your comments will result in board discussion. I obviously try to give deference to elected officials if/when they go beyond 3 minutes, but every time that happens it makes it harder for me to request citizens follow that rule. Within reason, there is more time allotted for informational agenda items, and back-and-forth discussions are much more appropriate for agenda items as opposed to citizen concerns.

Please don't take offense; I'm not going to publicly slam you if you feel the need to speak during citizen concerns for whatever reason, I just wanted to make this personal request that you try to plan them in the context of an orderly agenda, especially as our meetings come under more scrutiny. Thank you.

(bcc'ed: Board Members)

Matthew Ung, M.B.A., M.Th.
Chairman, Woodbury County Board
620 Douglas St.
Sioux City, IA 51101
Cell: (712) 490-7852

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 12/7/2023 Weekly Agenda Date: 12/12/2023

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisors Mark Nelson and Keith Radig

WORDING FOR AGENDA ITEM:

Law Enforcement Center Project Update

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Supervisors Mark Nelson and Keith Radig toured the Law Enforcement Center project and will give the board an update on the progress and their impressions.

BACKGROUND:

n/a

FINANCIAL IMPACT:

n/a

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes No

RECOMMENDATION:

n/a

ACTION REQUIRED / PROPOSED MOTION:

n/a