

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

Date: 9/25/2024 Weekly Agenda Date: 10/1/2024

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Supervisor Nelson and Radig

**WORDING FOR AGENDA ITEM:**

Approval of the Memorandum of Understanding addressing retention and recruitment in the County Attorney's Office

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The Board of Supervisors approved a motion to draft an MOU regarding the staffing issues in the County Attorney's Office.

**BACKGROUND:**

on 8/6 Board Begins MOU process. 8/13 Board approves 1st MOU which was later voted down by the union, 9/17 Board appoints Nelson and Radig to further negotiate MOU, 9/18 Nelson and Radig receive an amended MOU. Supervisors Nelson and Radig have made revisions to the Attorney's amended MOU which is being presented here today.

**FINANCIAL IMPACT:**

Dependant on if or when the department could reach full staffing. The impact will not be anything that requires a budget amendment because of the shortfall in staffing.

**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:**

Approve the MOU

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the MOU with the Attorney's Union to incentivise new hires and retain existing employees.

## September 2024 Memorandum of Understanding

This September 2024 Memorandum of Understanding ("September 2024 MOU") entered into by and between Woodbury County, Iowa ("Employer") and the American Federation of State, County and Municipal Employees, Council 61 Local 3462, Woodbury County Assistant County Attorneys and Victim Witness Coordinator ("Union"), effective September 25, 2024 ("Effective Date") and continuing until such time as the parties shall agree otherwise:

1. The current Master Contract between Employer and Union is effective July 1, 2024 through June 30, 2027 ("2024-2027 Union Contract").

2. Due to the continued shortage of personnel and to assist with recruitment and retention, Employer agrees as follows:

a. As of the Effective Date, Appendix A of the 2024-2027 Union Contract shall be stricken in its entirety and the new Appendix A attached to this September 2024 MOU shall be inserted in its place.

b. As of the Effective Date, Article VI, Section 2 Wage Schedule Placement and Advancement shall be amended to state as follows (changes from 2024-2027 Union Contract in highlighted text):

The Appendix A salary schedule for Assistant County Attorneys has ten (10) steps. Each step is designed to allow advancement after six (6) months. Advancement subject to the conditions in the next paragraph shall be done every six (6) months (based on the hire 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 2024-2027 Union Contract.

As of the Effective Date, all current Assistant County Attorneys shall be placed on the appropriate step according to this September 2024 MOU and be eligible for the other wage increases and benefits provided under this September 2024 MOU.

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.

c. As of the Effective Date, Article VI of the 2024-2027 Union Contract shall be amended to add a new Section 15 that states as follows:

### Section 15 Attorney Days

As of the effective date of this MOU, each employee will receive five (5) attorney days. Thereafter, each employee will receive five (5) attorney days on July 1 of each contract year. The attorney days will be scheduled by mutual

agreement between the employee and the County Attorney or his/her First Assistant Deputy. The attorney days 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 attorney day(s). Newly hired Assistant County Attorneys shall work six (6) months prior to being eligible to use their five (5) attorney days. These vacation days shall be taken in no less than half (1/2) day increments.

- d. As of the Effective Date and until the Employer reaches full staffing level of seventeen (17) attorneys or the end of the term of the 2024-2027 Union Contract, whichever is earlier, every six (6) months (based on the hire anniversary date), Assistant County Attorneys may elect to have any accrued but unused vacation hours exceeding his/her carryover limit be paid out in lieu of taking vacation time off.
- e. As of the Effective Date and until the end of the term of the 2024-2027 Union Contract, Assistant County Attorneys may work remotely one day per work week in the same practice currently being used by employees to schedule vacation time off. The County Attorney may require rescheduling of the remote work if in his/her judgment the scheduling of the remote work will adversely affect the efficient operation of the County Attorney's Office. Newly hired Assistant County Attorneys shall work one (1) year prior to being eligible to use the remote work option. The County Attorney may deny an employee's request to work from home based on that employee's performance issues. The County Attorney shall be required to submit such denial in writing with proper cause which shall be subject to the grievance procedures as stated in the current 2024-2027 Union Contract.
- f. As of the Effective Date, the Employer shall pay a retention bonus to each Assistant County Attorney of \$1,500.00 within the next pay period of the Effective Date and thereafter every six (6) months, unless prior to the pay period the Employer reaches full staffing level of seventeen (17) attorneys or the end of the term of the 2024-2027 Union Contract, whichever is earlier. Newly hired attorneys shall receive a \$3,000 bonus after completion of their first year of employment as stated in the current 2024-2027 Union Contract. Therefore, newly hired attorneys shall only become eligible for a retention bonus after completion of one year of employment.
- g. As of the Effective Date, the Employer will advance the negotiated raise of 3.0% for FY 25/26 and 3.0% for FY 26/27 at the rate of 1.5% increases every six (6) months as set out in Appendix A Salary Schedule beginning January 1, 2025 and continuing to the end of the term of the 2024-2027 Union Contract.

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3. The Union is in agreement with these voluntary wage increases and fringe benefit offerings.

4. The Union is in agreement that the terms of this MOU shall be made retroactive to September 1, 2024 so as to be applicable to the two (2) new attorneys recently hired by the Woodbury County Attorney's Office.

5. All other terms of the 2024-2027 Union Contract shall remain in effect through June 30, 2027. To the extent there is a conflict between this September 2024 MOU and the terms of the 2024-2027 Union Contract, this September 2024 MOU shall control.

6. The Union recognizes that these wage increases and benefits provided by this August 2024 MOU are voluntary by Employer and not required by the 2024-2027 Union Contract. Employer may determine at any time in its sole discretion, upon proper Human Resources and Board of Supervisor action, to eliminate these wage increases and benefits in its entirety. Union agrees that any decision by Employer to eliminate these wage increases and benefits in its entirety, so long as such eliminations do not result in providing less than what is required by the 2024- 2027 Union Contract, would not form the basis for

a grievance or prohibited practice complaint.

IN WITNESS WHEREOF, the parties hereto have caused this September 2024 MOU to be executed by their duly authorized representatives effective as of the date above.

WOODBURY COUNTY, IOWA

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

By: \_\_\_\_\_

By: \_\_\_\_\_

September \_\_\_\_\_, 2024

September \_\_\_\_\_, 2024

**APPENDIX A**  
**Wage and Salary Schedule**

2024-2025

Assistant County Attorneys effective July 1, 2024 - 9.0%

Step 1	\$83,055
Step 2	\$87,048
Step 3	\$91,032
Step 4	\$95,024
Step 5	\$102,613
Step 6	\$106,602
Step 7	\$110,591
Step 8	\$114,584
Step 9	\$118,573
Step 10	\$126,597

Assistant County Attorneys will be advanced in steps in accordance with the language in Article VI.

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VI. APPENDIX A  
Wage and Salary Schedule

2026 - 2027

Assistant County Attorneys effective July 1, 2026- 1.5%

Step 1	\$88,152
Step 2	\$92,389
Step 3	\$96,618
Step 4	\$100,854
Step 5	\$108,910
Step 6	\$113,143
Step 7	\$117,378
Step 8	\$121,616
Step 9	\$125,849
Step 10	\$134,366

Assistant County Attorneys will be advanced in steps in accordance with the language in Article  
VI.

Re: Press Release: Attorneys Union REJECTS Compensation Increase from Woodbury County Board



Daniel Bittinger

To: Matthew A. Ung



Thu 8/29/2024 8:18 AM

Start your reply all with: [Thank you!](#) [Thank you. I appreciate that.](#) [Good. Thanks.](#) [Feedback](#)

Good press release. I am with you and holding firm on our original offer.

Thank you,

Daniel A. Bittinger II

Woodbury County Supervisor (District 2)

Cell: 712-389-4405

Email: [dbittinger@woodburycountyiowa.gov](mailto:dbittinger@woodburycountyiowa.gov)

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**From:** Matthew A. Ung <[matthewung@woodburycountyiowa.gov](mailto:matthewung@woodburycountyiowa.gov)>

**Sent:** Thursday, August 29, 2024 1:51:26 AM

**To:** Matthew A. Ung <[matthewung@woodburycountyiowa.gov](mailto:matthewung@woodburycountyiowa.gov)>

**Subject:** Press Release: Attorneys Union REJECTS Compensation Increase from Woodbury County Board