

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

Date: 10/31/2024 Weekly Agenda Date: 11/05/2024

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Chairman Matthew Ung

**WORDING FOR AGENDA ITEM:**

Approval of standardized MOU template and procedures to ensure the same improved benefit in the employee handbook regarding sick leave payment and health insurance upon retirement is available to all six Woodbury County unions

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

Passage of this item and subsequent signing of MOUs by the county's bargaining units will extend an improved non-union benefit to all unions in a consistent manner.

**BACKGROUND:**

On 10/29, the Board approved an improved benefit in Section 4.6 of the employee handbook (attached), and there was consensus to consistently apply the same improvement to all unions ASAP. Based on that consensus, I have consulted with the county's labor attorney and have provided this item, recommendation, and standardized MOU for five unions to sign in order to best accomplish that consistency.

**FINANCIAL IMPACT:**

As discussed by the board, funding will come first from departmental budgets rather than the health fund. (Due to mandatory bargaining topics, this MOU cannot be applied to the Deputy's union, but fortunately their contract already matches what the employee handbook now says.)

**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:**

The Board majority passed the last MOU with the consensus that a benefit (annual increases applied every 6 months) would NOT be consistently applied to other unions, and which was NOT legally reviewed by the county's labor attorney. At least with this one benefit, I'm glad to hear the board wants to be consistent, and I STRONGLY recommend we respect our labor attorney's legal review going forward.

**ACTION REQUIRED / PROPOSED MOTION:**

to approve the attached MOU template, to authorize the Human Resources Director to distribute it to the five county bargaining unions which can be improved by the employee handbook's 10/29 revision regarding sick leave payment upon retirement, and to place all MOUs on the same agenda for county approval after all five MOUs have been signed by all five bargaining units, for consistency.

#### 4.6 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 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.

Accumulated sick leave is not paid out upon separation or termination from employment except that an employee who is retiring and who has a minimum of twenty (20) years of employment with Woodbury County will be paid for twenty-eight percent (28%) of their accumulated sick leave up to a maximum of five thousand dollars (\$5,000).

Any retiring employee who has a minimum of twenty (20) years of employment with Woodbury County and accumulated sick leave of 500 or more hours may elect to have the County place funds equivalent to the cost of his/her personal insurance for a period of one year from the date of retirement into a Health Retirement Account ("HRA") in lieu of the cash payout of up to five thousand dollars (\$5,000). Should the employee elect family coverage, the employee will be responsible for the difference in cost between the personal, single coverage and the cost of family coverage.

(month) 2024 Memorandum of Understanding

This (month) 2024 Memorandum of Understanding (“MOU”) is entered into by and between Woodbury County, Iowa (“Employer”) and the \_\_\_\_\_ (“Union”), effective as of the date when all parties have executed this MOU below, 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. As of November 1, 2024, all provisions in the 2024-2027 Union Contract regarding sick leave payment upon separation or termination from employment shall be stricken. In the absence of such provision in the 2024-2027 Union Contract, the Woodbury County Personnel Handbook policy on sick leave payment upon separation or termination from employment shall be followed.

3. All other terms of the 2024-2027 Union Contract shall remain in effect through the end of such contract term. To the extent there is a conflict between this MOU and the terms of the 2024-2027 Union Contract, this MOU shall control.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives.

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: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_