

# **Consent Agenda**

May 3, 2022

**MET IN REGULAR SESSION**

The Board of Supervisors met in regular session at 10:00 A.M. All members present. Chairman Wichman presiding.

**PLEDGE OF ALLEGIANCE**

**1. CONSENT AGENDA**

After discussion was held by the Board, a Motion was made by Grobe, and second by Shea, to approve:

- A. April 26, 2022, Minutes as read.

UNANIMOUS VOTE. Motion Carried.

**2. SCHEDULED SESSIONS**

Tom Kallman / Manager, Regional Water appeared before the Board to give an update on the ruralwater extension to Pioneer Trail. Discussion only. No action taken.

Lea Voss/Treasurer appeared before the Board to give an update on gaming revenue and local option sales tax. Discussion only. No action taken.

Motion by Schultz, second by Shea, to approve updated job description and exemption status for Natural Resource Specialist position.

UNANIMOUS VOTE. Motion Carried.

**3. RECEIVED/FILED**

- A. Salary Action(s):
- 1) GIS- Payroll Status Change for Jamie Petersen.
  - 2) Attorney – Payroll Status Change for Eric Strovers.
  - 3) SWI Juvenile Detention Center – Employment of Rylee Walter as Part-time Youth Corrections Worker.
  - 4) Conservation – Employment of Ethan Bose as Season Park Aid – Botna Bend.
  - 5) Conservation – Employment of Ray Mehaffy as Mechanical Operations & Maintenance Manager.
  - 6) Conservation – Employment of Chris Andrew as Site Manager.

**4. PUBLIC COMMENTS**

Shawna Anderson: the Oakland Town Hall had a good turnout. Inviting the Board of Supervisors to the City of Council Bluffs Town Hall on Wednesday, May 5, 2022.

**5. CLOSED SESION**

Motion by Shea, second by Belt, to go into Closed Session pursuant to Iowa Code §21.5(1)(i), for discussion and/or decision on evaluation of individual's hiring.

**Roll Call Vote: AYES: Wichman, Belt, Grobe, Shea, Schultz. Motion Carried.**

Motion by Shea, second by Schultz, to go out of Closed Session.

**Roll Call Vote: AYES: Wichman, Belt, Grobe, Shea, Schultz. Motion Carried.**

**6. ADJOURN**

Motion by Schultz, second by Shea, to adjourn meeting.

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 12:00 P.M.

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Tim Wichman, Chairman

ATTEST: \_\_\_\_\_  
Melvyn House, Auditor

APPROVED: May 10, 2022

PUBLISH: X

I, Melvyn Houser, Auditor of Pottawattamie County, verify the following to be a correct copy of all claims allowed by the Pottawattamie County Board of Supervisors for the month of April 2022.

Vendor Name	Payable Description	Total Payments
3312 WEST BROADWAY PROPERTIES LLC	RENT - PUBLIC HEALTH	3,060.00
3RD DEGREE SCREENING INC	PROF SVC - HR	170.50
4IMPRINT INC	SUPPLIES - PUBLIC HEALTH	11,414.42
ABC ELECTRIC INC	PROF SVC - B&G	9,690.63
ACTION SIGNS INC	PROF SVC - B&G	58.50
ADAM FIELDS	REIMB EXP - SHERIFF	155.13
ADAM KLEIN	REIMB EXP - IT	19.07
ADVANCE SOUTHWEST IOWA CORPORATION	PROF SVC - PLANNING	4,035.00
AGRIVISION GROUP LLC	ROADS/REPAIR	1,992.25
AIRGAS INC	ROADS/SUPPLIES	292.10
ALBERTSON BROTHERS GLASS LLC	ROADS/REPAIR - 116	333.00
ALBIREO ENERGY	PROF SVC - JAIL	7,426.22
ALEGENT CREIGHTON CLINIC	MED SVC - JAIL	943.00
ALEGENT HEALTH BERGAN MERCY HEALTH SYSTEM	MED SVC - JAIL	203.29
ALEGENT HEALTH BERGAN MERCY HEALTH SYSTEM	MED SVC - JAIL	9,735.40
ALEGENT HEALTH PSYCHIATRIC ASSOCIATES	MED SVC - SWIA MHDS REGION	224.00
ALFREDO GARCIA	ROADS/ROCK	3,307.67
ALL COPY PRODUCTS INC	PROF SVC - WIC	50.19
ALL MAKES OFFICE EQUIPMENT CO	EQUIP - JAIL	472.84
AMAZON CAPITAL SERVICES INC	SUPPLIES - IT	3,515.51
AMBER ROBERTS	REIMB EXP - JAIL	108.23
AMERICAN JAIL ASSOCIATION	MEMBERSHIP - JAIL	120.00
AMERICAN NATIONAL BANK	MO BILL - SHERIFF	37,089.80
AMERITECH SOLUTIONS	SUPPLIES - WIC	186.00
AMY JOHNSON-CAMPAGNA	REIMB EXP - CONSERVATION	239.97
ANDRY HAYDUK	RENT ASSIST - GA	550.00
ANGELA DOBYNS	REIMB EXP - COMMUNICATIONS	160.29
APPLIED CONCEPTS INC	SUPPLIES - SHERIFF	2,896.00
ARNOLD MOTOR SUPPLY	ROADS/PARTS	17.04
ASPEN EQUIPMENT CO	ROADS/REPAIR - 433	8,119.45
AT&T MOBILITY LLC	MO BILL - EMA	381.19
AUSTIN KAY	MEETING - PLANNING	34.36
AVOCA VETERINARY	PROF SVC - CONSERVATION	486.47
BARBARA CHENEY	REIMB EXP - SWIA MHDS REGION	119.35
BARKER LEMAR AND ASSOCIATES INC	PROF SVC - ENV HEALTH	850.00
BAUER BUILT INC	PROF SVC - SHERIFF	1,073.00
BAUM HYDRAULICS CORPORATION	ROADS/PARTS	268.88
BECKY LENIHAN	REIMB EXP - AUDITOR	193.05
BILLS WATER CONDITIONING INC	MO BILL - JAIL	694.65
BISHOP BUSINESS EQUIPMENT COMPANY	SUPPLIES - AUDITOR	848.09
BLACK HAWK COUNTY (IA)	SVC FEES - BOARD	36.35
BLACK HILLS UTILITY HOLDING	MO BILL - JAIL	22,749.70
BLUFFS ELECTRIC INC	PROF SVC - B&G	3,997.80
BLUFFS TAXI AND COURIER INC	TRANSPORT - JAIL	157.25
BODE DUE INC	ROADS/TIRE REPAIR - 373	59.00
BOMGAARS SUPPLY INC	SUPPLIES - B&G	810.75
BOO INC	PROF SVC - CONSERVATION	1,962.78
BP ENTERPRISES INC	PROF SVC - SHERIFF	961.94
BRADLEY POWELL	MEETING - VA	466.84
BRAND INDUSTRIAL SERVICES INC	ENCLOSURE - NON-DEPARTMENTAL	24,339.40
BREDA TELEPHONE CORPORATION	MO BILL - COMMUNICATIONS	734.00
BRIAN MILLER	REIMB EXP - SHERIFF	669.41
BRIAN MCMILLIN	PROF SVC - RECORDER	10,800.00
BRITTANY ROCKWELL	MEETING - VA	431.95
BUCKLEY POWDER CO	ROADS/DUST CONTROL	28,173.75
BUSINESS CLEANING SOLUTIONS INC	MO BILL - CONSERVATION	517.00
C & J INDUSTRIAL SUPPLY INC	PROF SVC - JAIL	244.00
C & P AUTO PARTS INC	SUPPLIES - B&G	3.99
CALHOUN COMMUNICATIONS INC	PROF SVC - COMMUNICATIONS	47,090.91
CAPITAL ONE NA	MO BILL - DHS	54.77
CARROLL DISTRIBUTING & CONSTRUCTION SUPPLY INC	ROADS/SUPPLIES	72.50
CASS COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	813.92
CDW LLC	EQUIP - IT/GIS	1,379.58
CENTRAL IOWA JUVENILE DETENTION CENTER	TRANSPORT - SWIA MHDS REGION	325.06
CENTURY LINK COMMUNICATIONS LLC	MO BILL - COMMUNICATIONS	2,813.04
CENTURYLINK INC	MO BILL - IT	4,071.83
CERTIFIED PROPERTY MANAGEMENT INC	RENT ASSIST - GA	320.17
CHAMPLIN TIRE RECYCLING INC	PROF SVC - ENV HEALTH	1,766.44
CHARLES BARTON	RELOCATION - VA	2,500.00
CHASITY KEPHART	REIMB EXP - SWIA MHDS REGION	57.68
CHI HEALTH FOUNDATION	GRANT - SWIA MHDS REGION	75,500.00
CHRISTIAN HOME ASSOCIATION	PROF SVC - DHS	1,819.35
CHRISTINE RETHMEIER	REIMB EXP - COMMUNICATIONS	187.20
CHRISTOPHER JON ELLIOTT	MED SVC - MED EXAMINER	6,666.67
CHS INC	FUEL - EMA	492.64
CINTAS CORPORATION NO 2	ROADS/SUPPLIES	541.59

CITY OF AVOCA	CONTRIBUTION - BOARD	14,512.00
CITY OF AVOCA	ROADS/UTILITIES	63.94
CITY OF CARSON	PROF SVC - BOARD	4,781.42
CITY OF CARTER LAKE PUBLIC LIBRARY	CONTRIBUTION - BOARD	1,236.50
CITY OF COUNCIL BLUFFS	CONTRIBUTION - BOARD	139,638.00
CITY OF HANCOCK	MO BILL - CONSERVATION	435.62
CITY OF MISSOURI VALLEY	RENT ASSIST - SWIA MHDS REGION	45.22
CITY OF OAKLAND	MO BILL - ENV HEALTH	25.00
CITY OF WALNUT	CONTRIBUTION - BOARD	2,651.00
CLARINDA REGIONAL HEALTH CENTER	GRANT - SWIA MHDS REGION	50,000.00
CLAYS PUMP AND EQUIPMENT CORP	ROADS/PARTS	50.50
COMMERCIAL FARM INDUSTRIAL TIRE SERVICE INC	ROADS/TIRES - 421	1,260.00
CONCERNED INC	SUPPORT SVC - SWIA MHDS REGION	28,138.50
CONNECTIONS AREA AGENCY ON AGING INC	PROF SVC - PUBLIC HEALTH	7,500.00
CONTRACT PHARMACY SERVICES INC	SUPPLIES - JAIL	8,554.36
CONTROL INSTALLATIONS OF IOWA INC	PROF SVC - B&G	225.00
CORNERSTONE COMMERCIAL CONTRACTORS INC	PROF SVC - BOARD	29,730.00
COTT SYSTEMS INC	PROF SVC - AUDITOR	150.00
COUNCIL BLUFFS CHAMBER OF COMMERCE	MEMBERSHIP - CONSERVATION	335.00
COUNCIL BLUFFS LEASED HOUSING ASSOCIATES I LLLP	RENT ASSIST - GA	400.00
COUNCIL BLUFFS WATER WORKS	MO BILL - JAIL	5,223.74
COUNCIL HITCH INC	SUPPLIES - SHERIFF	298.00
COUNTRY CARE CENTER CORPORATION	TRANSPORT - SWIA MHDS REGION	100.00
COX COMMUNICATIONS INC	MO BILL - IT	5,937.42
CRAIG ZIMMERMAN	ROADS/PROJECT	332.00
CREDIT BUREAU OF COUNCIL BLUFFS INC	PROF SVC - SHERIFF	11.62
CREXENDO BUSINESS SOLUTIONS INC	PROF SVC - SWIA MHDS REGION	70.76
CRYSTAL CLEAR WATER INC	MO BILL - RECORDER	42.75
CSI SSP INC	PROF SVC - VA	255.00
CUMMINS INC	PROF SVC - JAIL	3,375.30
CUTLER ONEILL INC	TRANSPORT - MED EXAMINER	2,395.00
DANELLE BRUCE	REIMB EXP - SWIA MHDS REGION	512.67
DARALI INC A NE CORP	TRANSPORT - MED EXAMINER	750.00
DAVID HAZLEWOOD	MEETING - VA	532.13
DAVID W COBERLY SR	PROF SVC - SHERIFF	216.84
DEBI REDMON	REIMB EXP - SWIA MHDS REGION	86.58
DEK CORP	PROF SVC - SHERIFF	562.04
DENNIS SUPPLY COMPANY	SUPPLIES - B&G	1,342.19
DLR GROUP INC	PROF SVC - SHERIFF	8,435.70
DONALD NIELSON	PUBLICATIONS - BOARD	2,167.00
DONALD NIELSON	PUBLICATIONS - BOARD	3,284.31
DOUGLAS COUNTY (NE)	SVC FEES - BOARD	245.50
DUSTIN CLAYTON	PRESENTER - CONSERVATION	550.00
EBS c/o AMERICAN NATIONAL BANK	EBS RETIREES - SHERIFF	604.86
ECHO GROUP INC	SUPPLIES - B&G	2,264.34
ECHOSAT INC	ROADS/UTILITIES	224.75
ECKLES MEMORIAL LIBRARY	CONTRIBUTION - BOARD	8,528.50
ECOLAB INC	SUPPLIES - JAIL	100.68
EDWARDS CHEVROLET CADILLAC INC	PROF SVC - SHERIFF	161.15
ELECTRONIC CONTRACTING COMPANY	PROF SVC - JAIL	1,600.00
ELIOR INC	SUPPLIES - JAIL	45,412.40
EMBRACE IOWA INC	GRANT - SWIA MHDS REGION	30,000.00
ENGINEERED CONTROLS INC	PROF SVC - B&G	718.00
EVIZZIT LLC	MH - SWIA MHDS REGION	2,397.46
FARM SERVICE COOPERATIVE	ROADS/FUEL	90,767.26
FARMERS MUTUAL COOPERATIVE TELEPHONE COMPANY	ROADS/UTILITIES	558.89
FASTENAL COMPANY	SUPPLIES - JAIL	1,689.32
FATHER FLANAGANS BOYS HOME	PROF SVC - SWIA MHDS REGION	32,683.00
FERGUSON US HOLDINGS INC	SUPPLIES - JAIL	826.06
FIELD DAY DEVELOPMENT LLC	PROF SVC - NON-DEPARTMENTAL	6,040.00
FIKES COMMERCIAL HYGIENE LLC	ROADS/UTILITIES - KEG CRK	358.06
FIREGUARD INC	PROF SVC - B&G	130.75
FIRESPRING PRINT INC	PROF SVC - PUBLIC HEALTH	308.34
FIRST WIRELESS INC	SUPPLIES - JAIL	330.00
FMTC SWT INC	ROADS/UTILITIES	117.45
FOCUS FAMILY OPTIONS & COMMUNITY SUPPORTS INC	SUPPORT SVC - SWIA MHDS REGION	1,241.00
FORESTRY SUPPLIERS INC	ROADS/MATERIALS	743.21
FOX CREEK FUNDRAISING LLC	PROF SVC - PUBLIC HEALTH	2,460.00
FRONTIER COMMUNICATIONS OF IOWA LLC	MO BILL - COMMUNICATIONS	375.73
GENERAL FIRE AND SAFETY EQUIPMENT CO OF OMAHA	ROADS/SUPPLIES	173.50
GENIE SERVICES	PROF SVC - PUBLIC HEALTH	55.00
GINA HUEBNER	REIMB EXP - SWIA MHDS REGION	92.43
GISEDGE INC	PROF SVC - GIS	7,000.00
GOVERNMENTJOBS.COM	PROF SVC - HR/RISK	10,794.23
GRACIE GLOBAL LLC	CERTIFICATION - JAIL	1,990.00
GREAT AMERICA FINANCIAL SERVICES CORPORATION	PROF SVC - SWIA MHDS REGION	103.78
GREAT PLAINS COMMUNICATIONS HOLDINGS LLC	PROF SVC - IT	139.96
GREAT PLAINS PEST SERVICES INC	PROF SVC - B&G	319.00
GREAT PLAINS UNIFORMS	PROF SVC - SHERIFF	612.97

GREEN HILLS AEA	GRANT - SWIA MHDS REGION	38,017.00
GREG MATHIS	PROF SVC - WEST POTT SWCD	272.28
GREGORY L DAVIS	MED SVC - JAIL	953.33
GRISWOLD COOPERATIVE TELEPHONE CO	ROADS/UTILITIES	35.26
GRP & ASSOCIATES INC	PROF SVC - PUBLIC HEALTH	429.00
GUARDIANS OF NORTHEAST IOWA INC	PROF SVC - SWIA MHDS REGION	450.00
GUYER MACHINE SHOP INC	ROADS/REPAIR	2,019.80
HADLEY MIKOVEC	REIMB EXP - SHERIFF	134.73
HARRISON COUNTY (IA)	TRANSPORT - SWIA MHDS REGION	295.95
HARRISON COUNTY HOMEMAKERS	SUPPORT SVC - SWIA MHDS REGION	944.68
HARRISON COUNTY RURAL ELECTRIC COOPERATIVE	MO BILL - COMMUNICATIONS	548.52
HAWKEYE TRUCK EQUIPMENT CO INC	ROADS/PARTS	1,263.45
HEARTLAND FAMILY SERVICE	GRANT - SWIA MHDS REGION	115,160.32
HEARTLAND TIRES AND TREADS INC	ROADS/TIRES	4,832.50
HEARTLAND TOXICOLOGY	MED SVC - PLANNING	148.00
HELGET INC	EQUIP - JAIL	40.00
HENRY SCHEIN INC	SUPPLIES - JAIL	1,246.26
HGM ASSOCIATES INC	ROADS/SERVICES	37,790.40
HOLLY COLLINS	MEETING - VA	482.45
HOME DEPOT USA INC	SUPPLIES - B&G	191.08
HOSE & HANDLING INC	ROADS/PARTS	109.46
HOTSY EQUIPMENT CO	ROADS/SERVICE - HONEY CRK	1,344.45
HS MEDICAL BILLING SERVICES INC	PROF SVC - PUBLIC HEALTH	40.31
ICS JAIL SUPPLIES INC	SUPPLIES - JAIL	113.05
INDOFF INCORPORATED	SUPPLIES - B&G	6,814.37
INFO USA MARKETING INC	PROF SVC - COMMUNICATIONS	1,012.00
INFOSAFE SHREDDING LLC	PROF SVC - DHS	683.00
INSIGHT PUBLIC SECTOR	LICENSE - MED EXAMINER	368.92
IOWA COUNTY ATTORNEYS ASSOCIATION	DUES - CO ATTORNEY	2,000.00
IOWA DEPARTMENT OF TRANSPORTATION	ROADS/REPAIR	50.00
IOWA PRISON INDUSTRIES	SUPPLIES - SHERIFF	72.40
IOWA PUBLIC HEALTH ASSOCIATION FOUNDATION	REGISTRATION - PUBLIC HEALTH	1,225.00
IOWA SFK LEASING INC	ROADS/PARTS	825.50
IOWA STATE ASSOCIATION OF COUNTIES	REGISTRATION - RECORDER	1,200.00
IOWA STATE ASSOCIATION OF COUNTY AUDITORS	REGISTRATION - AUDITOR	420.00
IOWA STATE COUNTY TREASURERS ASSOCIATION INC (ISCTA)	REGISTRATION - TREASURER	150.00
IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY	ROADS/REGISTRATIONS	810.00
IOWA WASTE SERVICES HOLDING INC	PROF SVC - JAIL	2,501.90
IOWA WASTE SERVICES HOLDINGS INC	PROF SVC - ENV HEALTH	1,519.68
IOWA WESTERN COMMUNITY COLLEGE	TRAINING - SWIA MHDS REGION	646.00
IOWA WORKFORCE DEVELOPMENT	UNEMPLOYMENT 1ST Q 2022	6,429.00
IVAN DELGADO	MED SVC - JAIL	4,968.97
J & R DOOR CO	PROF SVC - JAIL	666.50
JACK HYTREK	PROF SVC - B&G	1,663.00
JACKSON SERVICES INC	PROF SVC - B&G	472.95
JAMES E TERRY	ROADS/SERVICES	400.00
JAMES FOJE	PROF SVC - SHERIFF	132.40
JAMES MCCURLEY	RENT ASSIST - GA	536.66
JDW MIDWEST LLC	PROF SVC - PLANNING	860.00
JEANETTE NUSSER	MEETING - BOARD	20.00
JEFFREY W ANDERSEN	PROF SVC - SHERIFF	288.14
JEFFS WASH & GLO	PROF SVC - SHERIFF	280.00
JENNIE EDMUNDSON HOSPITAL	MED SVC - SWIA MHDS REGION	441.61
JENNIE EDMUNDSON MEMORIAL HOSPITAL FOUNDATION	GRANT - SWIA MHDS REGION	180,500.00
JEREDITH BRANDS LLC	MO BILL - B&G	13,449.49
JESSE WINDHAM	REIMB EXP - SHERIFF	519.03
JIM HAWK TRUCK TRAILERS INC	ROADS/PARTS	4,867.76
JODIE BECKMAN	REIMB EXP - AUDITOR	52.65
JOHN COOL	REIMB EXP - SHERIFF	50.00
JOHN DEERE FINANCIAL	ROADS/PARTS	12,412.04
JOHN W GASPARINI INC	SUPPLIES - JAIL	3,103.44
JOHNSON HARDWARE COMPANY LLC	SUPPLIES - B&G	718.96
JON THOMAS	MED SVC - JAIL	6,473.55
JONES AUTOMOTIVE INC	PROF SVC - SHERIFF	10,399.46
JOSEPH MESCHER	ROADS/PROJECT	3,250.00
JOSHUA HARKER	REIMB EXP - SHERIFF	830.07
JP BORING CO	PROF SVC - B&G	4,909.80
JP LUMBER INC	SUPPLIES - CONSERVATION	184.13
JULISA COLLINS	REIMB EXP - WIC	49.14
JUSTIN SCHULTZ	REIMB EXP - BOARD	161.97
KAMBY ENTERPRISES LLC	POSTAGE - MED EXAMINER	113.76
KAREN ANDERSON	MEETING - PLANNING	30.27
KBA INDUSTRIES	PROF SVC - CONSERVATION	8,528.00
KENNETH HARRYMAN	ROADS/REIMB	26.28
KEY MASTERS OF GREATER OMAHA	PROF SVC - JAIL	72.00
KEY REAL ESTATE COMPANY	RENT ASSIST - GA	525.00
KIESLERS POLICE SUPPLY INC	SUPPLIES - CONSERVATION	943.50
KONE INC	PROF SVC - JAIL	312.28
KRIS WOOD	REIMB EXP - WIC	67.86

KRISTINA M RICHEY	REIMB EXP - SWIA MHDS REGION	1,030.19
KURT FERGUSON	REIMB EXP - SHERIFF	210.68
LAB SOURCE INC	SUPPLIES - JAIL	4,441.05
LAND SURVEYING SERVICES INC	ROADS/SERVICES	1,889.00
LANG DIESEL INC	FUEL - CONSERVATION	41.45
LANGUAGE LINE SERVICE INC	MO BILL - COMMUNICATIONS	315.02
LARRY MILLER	MEETING - BOARD	40.00
LARSEN SUPPLY CO	SUPPLIES - JAIL	3,716.93
LAW OFFICES OF BRIAN TACKETT LLC	LEGAL REP - SWIA MHDS REGION	220.20
LAWSON PRODUCTS INC	ROADS/SUPPLIES	431.67
LCFC INC	TRANSPORT - MED EXAMINER	1,425.00
LEA A VOSS	REIMB EXP - TREASURER	341.64
LEE BHM CORP	PUBLICATIONS - BOARD	3,304.68
LIFE CONNECTIONS PEER RECOVERY SERVICES	PROF SVC - SWIA MHDS REGION	41,800.00
LINDA BURNS	REIMB EXP - WIC	29.64
LINDA HENSLEY	REIMB EXP - SHERIFF	53.58
LISA KELLY	TRANSPORT - SWIA MHDS REGION	177.50
LOFTUS HEATING AND AIR LLC	PROF SVC - JAIL	288.04
LYNN GROBE	REIMB EXP - BOARD	553.38
LYNN LEADERS	MEETING - PLANNING	47.23
MARILYN KENNEDY	REIMB EXP - AUDITOR	100.39
MARK NUSSER	MEETING - BOARD	40.00
MARNE & ELK HORN TELEPHONE COMPANY	MO BILL - COMMUNICATIONS	584.04
MARVEL THIEL	RENT ASSIST - GA	400.00
MATHESON TRI GAS INC	SUPPLIES - B&G	70.20
MATTHEW ALLEN CRANE	ROADS/REPAIR - UNDERWOOD	1,227.00
MAURA GOALEY	LEGAL REP - BOARD	3,255.00
MCKESSON MEDICAL SURGICAL INC	SUPPLIES - PUBLIC HEALTH	433.43
MCLAUGHLIN SEPTIC & PORTABLES	PROF SVC - CONSERVATION	387.50
MECO-HENNE CONTRACTING INC	PROF SVC - NON-DEPARTMENTAL	218,200.00
MEDLINE INDUSTRIES INC	SUPPLIES - PUBLIC HEALTH	710.05
MENARDS INC	SUPPLIES - CONSERVATION	2,108.76
MICHAEL GENEREUX	MEETING - PLANNING	44.31
MICHAEL GUTTAU	MEETING - VA	554.45
MICHAEL R LITKE	ROADS/PROJECT	8,870.00
MICHELLE BIODROWSKI	REIMB EXP - CONSERVATION	22.58
MICROFILM IMAGING SYSTEMS INC	PROF SVC - RECORDER	390.00
MIDAMERICAN ENERGY COMPANY	MO BILL - B&G	25,568.54
MIDLANDS HUMANE SOCIETY	CONTRACT - ANIMAL CONTROL	7,121.63
MIDWEST AUTOMATIC FIRE SPRINKER	PROF SVC - JAIL	150.00
MIDWEST MEDICAL AND SAFETY INC	SUPPLIES - JAIL	90.65
MIDWEST SPRAY TEAM & SALES INC	ROADS/MATERIALS	12,500.60
MIRION TECHNOLOGIES (GDS) INC	SUPPLIES - JAIL	241.39
MMB LLC	ROADS/PARTS	830.12
MONONA COUNTY (IA)	PRESCRIPTION - SWIA MHDS REGION	2,315.88
MONTGOMERY COUNTY (IA)	PRESCRIPTION - SWIA MHDS REGION	509.16
MONTGOMERY COUNTY MEMORIAL HOSPITAL	GRANT - SWIA MHDS REGION	38,081.51
MOSAIC	SUPPORT SVC - SWIA MHDS REGION	1,822.50
MOTOROLA SOLUTIONS INC	PROF SVC - BOARD	471,512.64
MUNICIPAL HOUSING AGENCY	RENT ASSIST - GA	740.00
MUSCATINE COUNTY (IA)	SVC FEES - BOARD	100.00
MYRA NIXON	REIMB EXP - RECORDER	74.35
NATIONAL MEDICAL SERVICES INC	MED SVC - MED EXAMINER	330.00
NCH CORPORATION	PROF SVC - JAIL	1,472.43
NEBRASKA MACHINERY COMPANY	ROADS/SERVICE - 512	4,246.51
NEW CENTURY PHYSICIANS OF IOWA PC	MED SVC - JAIL	3,796.80
NICHOLAS GROBE	PROF SVC - ENV HEALTH	752.40
NINA HOANG	REIMB EXP - JAIL	42.31
NISHNA PRODUCTIONS INC	RENT ASSIST - SWIA MHDS REGION	906.88
NISHNABOTNA VALLEY RURAL ELECTRIC COOPERATIVE	ROADS/UTILITIES	2,504.04
NOREGON SYSTEMS LLC	ROADS/SOFTWARE	300.00
NSG LOGISTICS LLC	ROADS/MATERIALS - UNDERWOOD	10,130.13
OFFICE DEPOT INC	SUPPLIES - DHS	792.54
OFFICE PRODUCTS CENTER INC	SUPPLIES - CONSERVATION	14,692.53
OLDERBAK ENT NORTH LLC	RENT ASSIST - GA	1,200.00
OLSON BROTHERS CONSTRUCTION CO	PROF SVC - NON-DEPARTMENTAL	33,327.50
OMAHA COMPOUND COMPANY	SUPPLIES - JAIL	9,535.14
OMAHA COUNCIL BLUFFS PLUMBING INC	PROF SVC - JAIL	282.35
OMAHA PUBLIC POWER DISTRICT	UTILITY ASSIST - GA	84.96
OMAHA TRUCK CENTER COMPANY INC	ROADS/NEW EQUIPMENT	208,301.56
OMG MIDWEST INC	ROADS/MATERIALS	5,019.19
OMNI CENTRE LLC	RENT - WIC	1,983.00
OTIS ELEVATOR COMPANY	PROF SVC - B&G	6,825.98
PARTNERSHIP FOR PROGRESS INC	SUPPORT SVC - SWIA MHDS REGION	29,955.73
PATRICK RIGG	RENT ASSIST - GA	450.00
PHILIP ASCHEMAN	MED SVC - SHERIFF	215.00
PHILIP BRAINARD	PROF SVC - CONSERVATION	293.20
PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	PROF SVC - DHS	574.17
POINT OF VIEW STRATEGIES LLC	PROF SVC - PUBLIC HEALTH	1,512.50

POLK COUNTY (IA)	SVC FEES - BOARD	88.08
POPCO INC	MO BILL - PLANNING	79.25
POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS	INDIRECT COST - WIC	4,529.74
POTTAWATTAMIE COUNTY	HOTEL/MOTEL TAX - CONSERVATION	1,252.18
POTTAWATTAMIE COUNTY CONSERVATION BOARD	PROCESSING FEES - CONSERVATION	456.17
POTTAWATTAMIE COUNTY IT DEPARTMENT	REIMB LICENSES - WIC	90.00
POTTAWATTAMIE COUNTY JAIL	PRESCRIPTION - SWIA MHDS REGION	17,530.45
POTTAWATTAMIE COUNTY SHERIFF	TRANSPORT - BOARD	7,084.56
POTTAWATTAMIE COUNTY TREASURER	ROADS/UTILITIES	55.50
POWERDMS INC	PROF SVC - COMMUNICATIONS	3,997.00
PREMIER TECH INC	PROF SVC - CONSERVATION	627.00
PROFESSIONAL DEVELOPMENT ACADEMY LLC	PROF SVC - PUBLIC HEALTH	3,290.00
QUADIENT INC	POSTAGE - VARIOUS	2,629.05
QUADIENT LEASING USA INC	PROF SVC - TREASURER	1,278.12
R & M HOUSING	RENT ASSIST - GA	575.00
R & S WASTE DISPOSAL LLC	ROADS/UTILITIES	895.15
RADIOLOGY CONSULTANTS PC	MED SVC - JAIL	227.50
RAY MARTIN COMPANY OF OMAHA	PROF SVC - B&G	3,851.73
RDO TRUCK CENTER CO	ROADS/PARTS	739.09
RED OAK WELDING SUPPLIES	ROADS/SUPPLIES	430.80
REDWOOD TOXICOLOGY LABORATORY INC	SUPPLIES - JAIL	10.22
REGIONAL WATER INC	MO BILL - CONSERVATION	1,236.30
REM DEVELOPMENTAL SERVICES INC	RENT ASSIST - SWIA MHDS REGION	1,633.41
REPORTING SERVICES LLC	TRANSCRIPTS - CO ATTORNEY	598.60
RICHARD C ROSAS	ROADS/REPAIR	1,329.00
RICHARD HIATT	REIMB EXP - SHERIFF	202.00
RIEKES EQUIPMENT COMPANY	ROADS/REPAIR	5,286.26
RIVERBEND APARTMENTS LLC	RENT ASSIST - GA	300.00
ROBERT HLADIK	REIMB EXP - CONSERVATION	38.61
ROBERT J ANDERSEN	REIMB EXP - COMMUNICATIONS	197.51
ROBIN AMBROSE	REIMB EXP - SHERIFF	442.17
RONALD JAMES CISAR	PRESENTER - CONSERVATION	750.00
ROTARY INTERNATIONAL COUNCIL BLUFFS	DUES - BOARD	350.00
S & L SANITATION ENTERPRISES INC	MO BILL - CONSERVATION	156.50
SAFETY & HEALTH COUNCIL OF GREATER OMAHA INC	REGISTRATION - HR/RISK	950.00
SAFETY KLEEN SYSTEMS INC	ROADS/SUPPLIES	668.73
SANDAU BROTHERS SIGN COMPANY INC	PROF SVC - PUBLIC HEALTH	3,382.00
SAPP BROS INC	FUEL - SHERIFF	13,031.46
SBT STENGER ENTERPRISES INC	PROF SVC - JAIL	350.00
SCHILDBERG CONSTRUCTION COMPANY INC	ROADS/ROCK	196,410.25
SCOTT BELT	REIMB EXP - BOARD	288.74
SCOTT MORONEY	REIMB EXP - COMMUNICATIONS	164.91
SCOTT VANDERVORT	REIMB EXP - COMMUNICATIONS	186.03
SCOTT WICKERSHAM	PROF SVC - SHERIFF	3,996.05
SDJD BROWN INC	PROF SVC - SHERIFF	4,068.32
SEAT	DUES - AUDITOR	150.00
SEIDL & SEIDL PLC	LEGAL SVC - SWIA MHDS REGION	760.50
SENTRY SECURITY FASTENERS INC	SUPPLIES - JAIL	464.00
SF APARTMENTS LLC	RENT ASSIST - GA	600.00
SHELBY COUNTY (IA)	REIMB EXP - SWIA MHDS REGION	378.20
SHELBY COUNTY CHRIS A MYRTUE MEMORIAL HOSPITAL	24 HOUR CRISIS - SWIA MHDS REGION	54,000.00
SHELLEY WELTER	REIMB EXP - SWIA MHDS REGION	472.68
SHELLY HOVEY	REIMB EXP - SWIA MHDS REGION	454.55
SHENANDOAH MEDICAL CENTER	MED SVC - SWIA MHDS REGION	50,204.30
SIOUX COUNTY (IA)	MH ADVOCATE - SWIA MHDS REGION	304.52
SNO ENGINEERING	PROF SVC - CONSERVATION	7,650.00
SOLID WASTE EQUIPMENT CO INC	SUPPLIES - ENV HEALTH	1,467.60
SONYA KENNEDY	TRANSCRIPTS - CO ATTORNEY	570.50
SOUTHWEST IOWA LEADERSHIP ACADEMY	CONTRIBUTION - BOARD	2,500.00
SOUTHWEST IOWA MENTAL HEALTH CENTER	CRISIS SVC - SWIA MHDS REGION	5,748.00
SOUTHWEST IOWA PLANNING COUNCIL	TRANSPORT - SWIA MHDS REGION	2,485.59
SPEE DEE DELIVERY SERVICE INC	PROF SVC - DHS	349.98
ST LUKES HEALTH RESOURCES	ROADS/DRUG SCREENING	462.00
STACY HUDSON	ELECTION WORK - AUDITOR	416.00
STAPLES CONTRACT & COMMERCIAL INC	SUPPLIES - DHS	90.89
STAPLES INC	SUPPLIES - B&G	1,819.32
STAPLES INC	SUPPLIES - DHS	2,722.50
STATE OF IOWA	SUPPLIES - RECORDER	71.23
STATE OF IOWA	PROF SVC - CO ATTORNEY	45.00
STATE OF IOWA SECRETARY OF STATE	PROF SVC - AUDITOR	1,489.83
STATE UNIVERSITY OF IOWA	PROF SVC - ENV HEALTH	400.00
STELLA HUERTER	MEETING - PLANNING	38.46
STEPHEN HOLMES	WELL CLOSURE - ENV HEALTH	500.00
STEVE PLUMB	MEETING - BOARD	40.00
STEVEN MAGUIRE	REIMB EXP - SHERIFF	338.91
SUNSHINE HOMES INC	RCF - SWIA MHDS REGION	6,328.42
SUZANNE WATSON	REIMB EXP - SWIA MHDS REGION	312.39
SYMPHONY DIAGNOSTIC SERVICES NO 1	MED SVC - JAIL	290.00
SYNCHRONY BANK	MO BILL - JAIL	748.92

SYNCHRONY BANK	SUPPLIES - CONSERVATION	851.51
T HALL ABC INC	SUPPLIES - B&G	52.40
TERRACON CONSULTANTS INC	PROF SVC - SHERIFF	1,412.50
THE DAVEY TREE EXPERT COMPANY	ROADS/PROJECT	2,200.00
THE FILTER SHOP INC	SUPPLIES - B&G	503.36
THE PRIDE GROUP INC	RCF - SWIA MHDS REGION	25,335.69
THE RETROFIT COMPANIES INC	PROF SVC - ENV HEALTH	259.00
THE SHERWIN WILLIAMS COMPANY	SUPPLIES - JAIL	1,329.25
THIEN FARM MANAGEMENT INC	PROF SVC - CONSERVATION	2,500.00
THINK SPACE IT	PROF SVC - IT	24,806.80
THOMAS ROYCE	PROF SVC - DHS	210.00
TIMEKEEPING SYSTEMS INC	PROF SVC - JAIL	5,700.00
TIMOTHY WICHMAN	REIMB EXP - BOARD	211.46
TODD BUTTERBAUGH	REIMB EXP - IT	43.88
TORYANN CROZIER	PROF SVC - CONSERVATION	395.00
TRACKER SOFTWARE CORPORATION INC	ROADS/SOFTWARE MAINT	1,524.00
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	PROF SVC - SHERIFF	75.00
TREASURER OF STATE OF IOWA	MED SVC - SWIA MHDS REGION	799.00
TRIVIUM LIFE SERVICES	RENT ASSIST - SWIA MHDS REGION	529.55
TW VENDING INC	SUPPLIES - JAIL	954.83
TYLER TECHNOLOGIES INC	PROF SVC - IT	49,962.50
ULINE INC	SUPPLIES - JAIL	118.06
UNITED CHURCH OF AVOCA	RENT - WIC	50.00
UNITED SEEDS INC	ROADS/MATERIALS	5,957.50
UNITED STATES CELLULAR CORPORATION	MO BILL - COMMUNICATIONS	568.71
US BANK NATIONAL ASSOCIATION	MO BILL - COMMUNICATIONS	7,309.73
US BANK NATIONAL ASSOCIATION	PROF SVC - SWIA MHDS REGION	136.66
US POSTAL SERVICE (QUADIENT)	POSTAGE - SHERIFF	37,000.00
VAN WALL EQUIPMENT	ROADS/PARTS	558.91
VERIZON COMMUNICATIONS INC	MO BILL - SHERIFF	10,671.90
VISUAL EDGE INC	PROF SVC - SWIA MHDS REGION	27.12
VISUAL EDGE INC	ROADS/SUPPLIES - CENTRAL	27.14
VOCATIONAL DEVELOPMENT CENTER INC	DAY/SUPPORT SVC - SWIA MHDS REGION	20,683.03
VOLANO SOFTWARE LLC	PROF SVC - CO ATTORNEY	2,067.00
W C INVESTMENTS CO INC	TRANSPORT - MED EXAMINER	1,500.00
W W GRAINGER INC	SUPPLIES - B&G	461.80
WALDSTEIN HVAC LLC	PROF SVC - CONSERVATION	1,840.00
WALKERS FIRST AVENUE	PROF SVC - SHERIFF	21.05
WAUBONSIE MENTAL HEALTH CENTER	SUPPORT SVC - SWIA MHDS REGION	5,733.60
WELLS FARGO FINANCIAL LEASING INC	PROF SVC - DHS	971.62
WEST PUBLISHING CORPORATION	PROF SVC - CO ATTORNEY	4,598.18
WESTERN ENGINEERING COMPANY INC	ROADS/PROJECT	463,249.27
WESTERN IOWA DEVELOPMENT ASSOCIATION	DUES - BOARD	500.00
WESTLAKE HARDWARE INC	SUPPLIES - B&G	10.94
WESTWOOD APARTMENTS LLC	RENT ASSIST - GA	400.00
WEX BANK	ROADS/FUEL	43,582.41
WINDSTREAM HOLDINGS INC	MO BILL - COMMUNICATIONS	421.53
YANT TESTING SUPPLY & EQUIPMENT INC	ROADS/REPAIR - CENTRAL	230.38
ZACHARIE NORMAN	REIMB EXP - SHERIFF	214.76
ZION RECOVERY SERVICES INC	CSRS - SWIA MHDS REGION	72,629.00
		<u>3,860,919.38</u>

**Fund Summary**

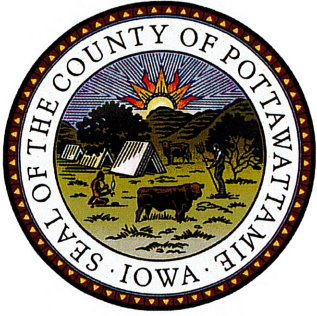
<b>Fund</b>	<b>Payment Amount</b>
0001 - GENERAL BASIC FUND	573,059.46
0002 - GENERAL SUPPLEMENTAL FUND	37,666.81
0003 - GAMBLING RESOURCES FUND	56,806.39
0005 - WIC/FEDERAL FUNDING FUND	8,202.58
0007 - LOST CONSERVATION FUND	10,104.05
0011 - RURAL SERVICES BASIC FUND	196,872.72
0019 - PROPERTY ACQUISITION & IMPROVEMENT FUND	9,848.20
0020 - SECONDARY ROADS FUND	1,170,436.28
0023 - REAP FUND	1,300.00
0024 - CO RECORDER'S RECORDS MGMT FUND	6,800.00
0027 - CO CONSERV LAND ACQ	5,222.24
0040 - C.I.T.I.E.S. FUND	29,730.00
0042 - AMERICAN RESCUE PLAN ACT (ARPA)	471,512.64
0046 - WEST SWCD/POTT CO STRUCTURES FUN	272.28
0049 - POTTAWATTAMIE COUNTY IMPACT FUND	4,695.38
1610 - BOND SERIES 2018 CAPITAL FUND	28,166.66
1620 - BOND SERIES 2020A CAPITAL FUND	624.00
1630 - BOND SERIES 2021A CAPITAL FUND	12,904.00
1640 - BOND SERIES 2021B CAPITAL FUND	273,669.87
4000 - EMER MANAGEMENT SERVICE FUND	3,700.65
4010 - E911 FUND	17,815.46
4155 - MHDS REGION FUND	941,509.71
	<u>3,860,919.38</u>



# **Scheduled Sessions**

# **John Rasmussen/Engineer**

**Discussion on the Roads Operation Center – Facility  
Study Session.**



**Pottawattamie County Secondary Roads**  
**223 South 6<sup>TH</sup> Street**  
**Council Bluffs, Iowa, 51501**

**Tel: 712.328.5608**  
**Fax: 712.328.4751**

Date: May 5, 2022  
To: Board of Supervisors  
From: John Rasmussen, County Engineer  
RE: Roads Operations Center

Our team met with the design team to settle on a strategy to reduce our building costs. From my perspective the facilities weren't oversized or without important and necessary functions. We are opposed to floor plan changes that would cause us to build something obsolete.

I'll have the design team present our changes in scope and an estimated reduction of cost in comparison to the previous bid. We'll work on generating a new estimate and that should help us identify areas of uncertainty or risk for the bidders and that may create another round of revisions.

The Bid Proposal will be written such that the Board may award both buildings for all the work, or alternatively for only the fleet maintenance facility. This option should guarantee the project moves forward within the funds already set aside for the work.

I recommend the Board consider and authorize the necessary expenditure to complete both projects. I've been trying to consolidate my staff for nearly 15 years to maximize communication, teamwork, efficiencies, and accountability to enhance the culture we need to continue to improve upon our successes. You've done too much work to the Courthouse campus to leave the annex cramping access and denying parking. It just doesn't seem like both these projects should come so close to perfection only to be tripped up by an additional 8% in cost. If we don't do the work now, when will we do it? The cost to the County is unavoidable and likely will never be lower.

Pottawattamie County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders or consultants that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids and proposals as appropriate in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.



**107420 Pott County Roads Operations Center**

Selected Value Engineering Items

10-May-22

<b>Item No.</b>	<b>VE Item</b>
1	Keep Geothermal system, remove geothermal vault, remove DOAS, upsize Heat Pumps, and remove office mezzanine and simplify office roofline
2	Replace Office Building water heater tanks for instantaneous system
3	Move MEC Pedestal to drive, reduce conduit size from 5" to 4", and eliminate spare primary conduit
4	Change Secondary service feeders to aluminum
5	Remove security system, provide rough-in and cabling only
6	Combine Maintenance building and Office building septic systems
7	Reduce downspouts on Office and Maintenance building by half
8	Remove underground drains for downspouts and outlet onto splash block for both buildings
9	Change Hotsy pressure washer from gas to electric
10	Replace in-floor radiant heating with overhead radiant heating
11	Revise lighting package for both buildings
12	Remove clerestory windows on Maintenance building
13	Replace covered entry at Office with Mapes system
14	Replace precast wainscot with split face masonry wainscot on both buildings
15	Change paint specified as Tnemec to Sherwin Williams
16	Remove Trash Enclosure
<b>Total Estimated Savings</b>	
	<b>\$1,090,500</b>

Note: Office Building in its entirety will be bid as an alternate



FLEET  
MAINTENANCE





**POTTAWATTAMIE COUNTY  
SECONDARY ROADS**

# **John Rasmussen/Engineer**

**Discussion on pipeline inspection requirements and consideration of consultant inspection for land restoration enforcement.**



# Agricultural Land Restoration after Pipeline Construction



## > Restoration requirements

Prior to trenching operations commencing, the landowner and county inspector are allowed to view the proposed center line for the pipeline to ensure proper location. The county inspector may temporarily halt construction if not in compliance with the law, terms of an independent agreement, or line location. Landowners should check with the county before construction to ensure the county inspector knows any special provisions negotiated with the company.

- The pipeline company must give landowners its name, a toll-free telephone number, and an address for inquiries or claims.
- Upon landowner request, the pipeline company must measure topsoil depth at selected locations before and after construction.
- Pipeline construction in wet soil conditions should not commence or continue when the passage of heavy equipment may cause rutting to the extent that the topsoil and subsoil may mix or underground drainage structures may be damaged.
- Pipeline construction will take place only within the strip of land specified in an easement. The limits of the construction right-of-way will ordinarily be defined by flags or other markers. The county inspector is required to be present when the trench is opened and closed. The county inspector must oversee all permanent drain tile repairs, backfilling, and restoration of terraces, waterways, and other erosion control structures.
- Topsoil must be removed from the trench area and a part of the right-of-way where subsoil excavated can be stored. Topsoil removed will be stored on topsoil and subsoil on top of subsoil to prevent mixing. Topsoil may not be used to make field entrances or roadways without written consent from the landowner. The pipeline company may use subsoil or bring in gravel or other fill. On projects where the trench would be 18 inches wide or less, topsoil removal may be waived if the landowner consents in writing. This allows landowners to decide if topsoil removal and replacement over a wider area would have a more negative impact on their land.

- Temporary repairs are required for all flowing tile lines that are cut and they must be maintained in good condition for as long as they are needed. Dry tile lines do not require temporary repairs unless the trench is open more than 10 days, but open ends must be protected. The trench must remain open at each tile location until permanent repair is completed and accepted by the county inspector. Prior to permanent tile repair, a probe must be run up the tile to check for obstructions or tile crushed by construction equipment. Any obstructions found must be repaired as part of the permanent repair. All tile used for repairs must be in good condition and unobstructed. The pipeline company must correct drainage problems that can reasonably be attributed to the pipeline construction (no time limit on this rule).
- Backfilling shall be completed in a manner that does not damage or misalign the repaired tile lines.
- After construction and topsoil replacement, the amount of rock on the top 24 inches of the work area cannot exceed that of adjacent, undisturbed soil. Excess rock over three inches in diameter must be removed. Access roads and areas adjacent to the right-of-way must also be examined for excess rock. Rock disposal is often a basis for a separate agreement between pipeline companies and landowners.
- At least three passes with deep tillage equipment (at least 18 inches deep on crop land, 12 inches on other land) must be made to alleviate soil compaction on the property.
- Following deep tillage and topsoil replacement, agricultural land that is not in row crop production at the time of construction, such as hay ground or set-aside land, must be reseeded. The seed mix used must be comparable to original ground cover. If it is too late in the growing season to plant a commercial crop, a cover crop must be planted.

### Iowa Utilities Board

Toll-free: 877.565.4450, Local: 515.725.7300

E-mail: [customer@iub.iowa.gov](mailto:customer@iub.iowa.gov)

Web site: [iub.iowa.gov](http://iub.iowa.gov)

1375 East Court Avenue, Room 69

Des Moines Iowa 50319-0069



### > ***Iowa statutes and rules***

Iowa Code chapters 479 and 479B provide for regulation of natural gas and hazardous liquid pipelines and underground storage facilities in Iowa. These chapters also contain protections for landowners and their tenants from environmental and economic damages resulting from pipeline construction, operation, or maintenance.

Pipeline companies must file a land restoration plan with the Iowa Utilities Board (IUB) for intrastate projects that require state approval. The IUB grants permits and reviews land restoration plans for such projects. The permit proceeding includes notice published in the affected area, an opportunity for filing of objections, and a public hearing. Land restoration plans must show how restoration requirements will be met. A pipeline company must provide copies of the approved land restoration plan to all landowners of property to be disturbed by construction. Interstate natural gas pipelines that are subject to Federal Energy Regulatory Commission (FERC) authority are exempt from IUB land restoration rules.

Specific land restoration rules are contained in Chapter 9 of the Iowa Administrative Code Section 199. During construction, county inspectors enforce land restoration rules. All inspections must be under the supervision of a registered professional engineer. The county board of supervisors may assign inspection duties to the county engineer or hire an outside engineer. The IUB issues enforcement or civil penalty orders, but counties must initiate such actions. The rules allow landowners to negotiate individual and independent written agreements with the pipeline company for land restoration on their property. Terms of these agreements supercede Iowa regulations and the land restoration plan if they are reasonably consistent with Iowa regulations.

### > ***Surveys***

Pipeline companies may enter private properties to make land surveys determining the direction or depth of a pipeline to be constructed. If the landowner does not grant permission to enter, the company can enter later by giving the landowner or any resident of the property 10 days written notice by certified mail of its intent to enter the land. The company must pay for any damages caused by the entry and survey.

### > ***Easement cancellation***

If a landowner decides to negotiate a voluntary easement or any other interest in his or her land, any agreement can be canceled within seven days of being signed by providing written notice to the company by certified mail with return receipt requested. The company cannot record an agreement until the cancellation period has expired.

### > ***Iowa One Call***

Excavators, including farmers and tilers, must provide notification to Iowa One Call at least 48 hours prior to excavating. Drain tile installation requires One Call notification. Give notice by calling 811 or 1-800-292-8989. Iowa One Call notifies the operators of all underground utilities, including pipelines, in the area of the excavation. Operators must locate and mark their facilities within 48 hours, excluding Saturdays, Sundays, and legal holidays. Excavators are required to preserve markings at all times during excavation.

(12/14)



### > ***Crop deficiency payments***

Damage payments may include an allowance for reduced crop yield for a period of time until the soil recovers. Each affected year after construction, the landlord or tenant should examine the crops and contact the pipeline company at least 14 days prior to harvest to renegotiate a crop deficiency payment if he or she feels the settlement is insufficient.

### > ***Damage payments***

In addition to payment for a voluntary easement or an easement obtained by eminent domain, the pipeline company must pay for property damages caused by constructing and maintaining a pipeline. This may include, but is not limited to, damage to land, crops or forage, fences, farm equipment, or livestock. Written claims for damages must be submitted to the pipeline company within one year of the completion of construction except for drain tile or crop deficiency damage claims. The company must provide the landowner with a written statement describing how damages resulting from pipeline construction will be paid. If the company has an unpaid damage claim for previous construction on the landowner's property, any new pipeline construction under the original easement is forbidden by law unless the claim is being settled through arbitration or litigation. Landowners and pipeline companies may negotiate damage settlements. If the parties cannot agree, the landowner (or tenant) may petition the county board of supervisors to request that a compensation commission determine damages. The commission's damage appraisal is final unless appealed to district court. The county board of supervisors can also file complaints with the IUB seeking corrective action by and/or penalties against pipeline companies.

### > ***Safety standards***

Pipeline construction is subject to IUB inspection for compliance with state and federal safety standards. Periodic inspections may be made after a pipeline is in service to ensure it is operated/maintained according to state and federal standards.

**Becky Lenihan/Tax and Finance Officer,  
Auditor's Office.**

**Discussion and/or decision to approve and authorize  
Board to sign Resolution No. 39-2022 authorizing  
Finance and Tax Officer, Becky Lenihan, to be  
appointed as the Pottawattamie County's Chief  
Financial Officer for DHS-FEMA programs.**

**RESOLUTION 39-2022**

**WHEREAS**, Pottawattamie County receives Federal and State financial assistance from DHS-FEMA; and

**WHEREAS**, Pottawattamie County is required to update the authorized representative upon the change of Authorized Representative or Chief Finance Officer; and

**WHEREAS**, Becky Lenihan is the Finance and Tax Officer in the Pottawattamie County Auditor's Office;

**IT IS THEREFORE RESOLVED** that Finance and Tax Officer, Becky Lenihan, shall be appointed as the Pottawattamie County's Chief Financial Officer for DHS-FEMA programs.

Resolution adopted this 10TH day of May, 2022

**ROLL CALL VOTE**

	AYE	NAY	ABSTAIN	ABSENT
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Tim Wichman, Chairman				
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Scott Belt				
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Lynn Grobe				
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Justin Schultz				
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Brian Shea				

ATTEST: \_\_\_\_\_

Melvyn Houser, County Auditor



**APPLICATION FOR FEDERAL / STATE ASSISTANCE  
CHANGE IN APPLICANT'S AUTHORIZED REPRESENTATIVE or CHIEF FINANCE OFFICER  
RESOLUTION # \_\_\_\_\_**

<b>GRANT / PROGRAM</b> Public Assistance - CFDA 97.036		<b>GRANT ID</b>		<b>AWARDING AGENCY</b> DHS-FEMA	
<b>APPLICANT LEGAL NAME</b>				<b>FEDERAL EMPLOYER IDENTIFICATION #</b>	
<b>PHYSICAL ADDRESS</b>				<b>FISCAL YEAR START DATE</b>	
<b>CITY</b>	<b>STATE</b>	<b>POSTAL CODE</b>	<b>COUNTY</b>		
<b>ORGANIZATION TYPE (check one)</b>					
<input type="checkbox"/> State Agency	<input type="checkbox"/> City	<input type="checkbox"/> Special District			
<input type="checkbox"/> County	<input type="checkbox"/> Township	<input type="checkbox"/> Private Non-Profit			
<input type="checkbox"/> Other >>	Organization Type: _____				

**APPLICANT'S DESIGNATION OF AUTHORIZED REPRESENTATIVE(S)**

The signatures of the individual(s) named below shall be recognized as certification that, to the best of their knowledge and belief, the information on this application is complete and accurate, and that their respective designation to sign and file documents on behalf of the applicant cited above is authorized by official resolution, code, or statute, recognized by the governing body of the applicant as legally binding. A change of Authorized Representative will require submittal of a revised application form.

**CHANGE IN AUTHORIZED REPRESENTATIVE**

<b>NAME</b>		<b>JOB TITLE</b>			
<b>ORGANIZATION NAME</b>		<b>E-MAIL ADDRESS</b>			
<b>MAILING ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>POSTAL CODE</b>		
<b>OFFICE TELEPHONE #</b>	<b>FACSIMILE #</b>	<b>CELLULAR TELEPHONE #</b>			
^ CERTIFIED BY CHIEF EXECUTIVE OFFICER OR CHIEF FINANCE OFFICER		^ EFFECTIVE DATE			

**CHANGE IN CHIEF FINANCE OFFICER**

<b>NAME</b> Becky Lenihan		<b>JOB TITLE</b> Finance & Tax Officer			
<b>ORGANIZATION NAME</b> Pottawattamie County		<b>E-MAIL ADDRESS</b> becky.lenihan@pott county-ia.gov			
<b>MAILING ADDRESS</b> 227 S 6th St	<b>CITY</b> Council Bluffs	<b>STATE</b> IA	<b>POSTAL CODE</b> 51501		
<b>OFFICE TELEPHONE #</b> 712-328-5700	<b>FACSIMILE #</b> 712-328-4781	<b>CELLULAR TELEPHONE #</b>			
^ CERTIFIED BY CHIEF EXECUTIVE OFFICER OR AUTHORIZED REPRESENTATIVE		^ EFFECTIVE DATE			

Please attach meeting minutes showing the approval of the resolution.

# **Jana Lemrick/Director, Human** **Resources**

**Discussion and/or decision to approve and authorize Board to sign American Federation of State, County and Municipal Employees (AFSCME) Local 2364 Roads Employees Agreement, effective July 1, 2022, through June 30, 2025.**

AGREEMENT

BETWEEN

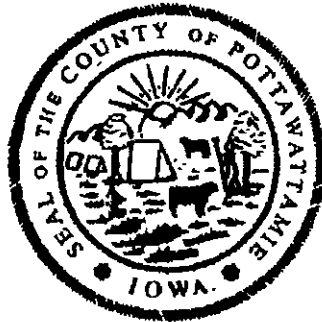
POTTAWATTAMIE COUNTY, IOWA

AND

LOCAL 2364, AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES

ROADS EMPLOYEES

AFSCME/IOWA COUNCIL 61



JULY 1, 2022

TO

JUNE 30, 2025

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**PREABLE**

THIS AGREEMENT is executed by Pottawattamie County, Iowa, hereinafter called “Employer”, and Local 2364, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called “union”.

**ARTICLE I**  
**Recognition**

**Section 1.** The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of Pottawattamie County, Iowa, in the following bargaining unit established pursuant to Order of Certification dated November 9, 1976 in PERB case No. 742 and as amended pursuant to Amendment of Bargaining Unit and Certification dated April 29, 2010 in PERB Case No. 8234 to-wit;

**INCLUDED:** Truck Driver/Laborer, Tractor/Trailer Driver, Equipment Operator, Crew Leader, Mechanic, Sign, Engineering, Inventory Tech I, II, II, Roadside Tech I, II, II and Bridge Tech I, II, III.

**EXCLUDED:** County Engineer, Assistant Engineer I, II, Assistant to the Engineer, Office Manager, Office Assistant, Foreman, Project Manager I, II and all other persons excluded by Section 4 of the Act, and including or excluding those employees added or deleted to the bargaining unit by the Employment Relations Board during the effective period of this Agreement.

**ARTICLE II**  
**Intent and Purpose**

**Section 1.** The Employer, the Union and the employees, recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of Pottawattamie County

**Section 2.** The Employer, the Union and the employees, further recognize and declare their mutual desire to promote harmonious relationships among the parties covered by this Agreement, and to assure the effective and efficient operations of Pottawattamie County.

**ARTICLE III**  
**Definitions**

**Section 1.** Part-time employees and temporary employees are not included within the bargaining unit, are not entitled to any of the benefits of this Agreement, and shall not become regular employees unless first hired as permanent employees and therefore successfully complete one hundred (120) consecutive days of service.

**Section 2.** A probationary employee is one who has not completed six (6) months of continuous service as a permanent employee with the Employer. During the probationary period, such employee may be discharged by the Employer without cause or explanation; any such discharge shall not be subject to grievance.

**Section 3.** A regular employee is an employee, other than a temporary employee or part-time employee, who has completed the probationary period.

**Section 4.** Except where the context clearly indicates otherwise, the word “employee” when used in this Agreement, shall be limited to mean “regular” employee.

**Section 5.** Act shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

**Section 6.** Union, as referred to in this Agreement shall mean Local 2364 of the American Federation of State, County and Municipal Employees, AFL-CIO.

**Section 7.** Employer, as referred to in this Agreement, shall mean Pottawattamie County, Iowa, acting through its Board of Supervisors, or other persons designated by the Board of Supervisors to act on its behalf.

**Section 8.** Bargaining unit shall refer to the regular employees within the eligible job classifications pursuant to the Order of Certification in Case no. 742 of the Iowa Public Employment Relations Board, as it may be amended from time to time.

**ARTICLE IV**  
**Management Rights**

**Section 1.** In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitation to the Employer, to-wit:

- a) the right to manage the Employer's operations and to direct the working force;
- b) the right to hire employees;
- c) the right to maintain order and efficiency;
- d) the right to extend, maintain, curtail or terminate operations of the Employer;
- e) the right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- f) the right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- g) the right to create, modify and terminate departments, job classifications and job duties;
- h) the right to transfer, promote and demote employees;
- i) the right to discipline; and the right to suspend or discharge employees for proper cause;
- j) the right to lay off;
- k) the right to determine the number and starting times of shifts, the number of hours and days in the work week, hours of work, and the number of persons to be employed by the Employer to any time;
- l) the right to enforce and require employees to observe rules and regulations set forth by the Employer;

Provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his membership or non-membership in the Union.

**Section 2.** The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement, all of the rights, powers and authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control.

**ARTICLE V**  
**Union Rights and Responsibilities**

**Section 1.** The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees to the following, to-wit:

- a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- c) that it will earnestly strive to improve and strengthen good will between and among the County and its employees, the Union, and the public.

**Section 2.** The Employer will not interfere with the rights of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The parties will not discriminate against an employee because of an employee's support or non-support, or participation or non-participation, in Union affairs and activities. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer.

**Section 3.** For purposes of conducting Union business, the Employer agrees that a duly authorized representative of the Union may have access to the Employer's premises at reasonable times during working hours with the prior consent of the supervisor. Such visits shall not interfere with the performance of the job duties of any employee.

**Section 4.** The Employer agrees to furnish bulletin boards or portions of bulletin boards, in convenient places at County shops, and at the County Engineer's Office, to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

**Section 5.** The Employer may permit a limited amount of legitimate Union activity including new employee union orientation, by local Union representatives, provided that such activity does not interfere with the performance of the job duties of any employee or cause any employee to be away from his assigned place of work, and provided further that work load requirements will not suffer as a result of such activity. New employee union orientation will take place within the first two (2) weeks of employment. The names of such authorized representatives shall be supplied to the Employer in writing and updated as changes occur.

**Section 6.** The Employer agrees that if negotiation meetings are mutually agreed upon to take place during working hours the Employer will allow two employees, or more if mutually agreed upon, time off to attend such meetings without loss of pay.

**Section 7.** Labor Management Committee:

The parties agree to establish a Labor Management Committee comprised of three (3) representatives of the employer and three (3) representatives of the bargaining unit. Labor Management committee meetings shall include, but not be limited to, the areas of discussion set forth below. Such meetings shall be held once every month unless mutually agreed otherwise. Items to be included in the agenda for the aforementioned Labor Management meetings are to be exchanged at least five (5) days in advance of the scheduled dates of the meeting if at all possible and practicable.

The purpose of the Labor Management Committee shall be:

1. To discuss the administration of this Agreement;
2. To provide an opportunity to express views or to make suggestions on subjects of interest to the employees;
3. To amicably resolve disputes or problems before recourse to the grievance process.
4. To train employees on the contract. Training shall occur the last quarter of the expiring contract, or prior to the new contract effective date.

**ARTICLE VI**  
**Work Stoppage**

**Section 1.** The Employer agrees that during the term of this agreement, it will not engage in any lockout of its employees.

**Section 2.** The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

**Section 3.** No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

**Section 4.** In the event of a violation of Section 3 of this Article or of Section 12 of the Act by an employee, the Union agrees that it will take immediate, affirmative steps with the employee involved, including but not limited to sending out public announcements, letters, bulletins, telegrams and employee meetings, to bring about an immediate resumption of normal work.

**Section 5.** In the event of a violation of any section above, all legal censures of the Act shall apply.

## ARTICLE VII

### Seniority

**Section 1.** Seniority is defined as an employee's length of continuous service with the Employer from the employee's most recent date of hire.

**Section 2.** New employees shall be added to the seniority list from their date of hire after completing the probationary period.

**Section 3.** The seniority list for employees shall be maintained by the Employer and renewed and posted on employee bulletin boards on an annual basis. A copy of the seniority list shall be made available upon request by the Union. Any protest as to the correctness of the list must be made in writing to the Employer within ten (10) working days.

**Section 4.** Seniority and the employment relationship shall be broken and terminated if an employee quits for any reason; is discharged for just cause, is absent from work for three (3) consecutive working days without notification to and authorization from the Employer; is laid off for a period exceeding twelve (12) months or the employee's seniority, whichever is lesser; is on layoff and fails to report to work within the time period set out in the Article on Procedures for Staff Reduction; or fails to report to work on the next scheduled work day at the completion of a leave of absence.

**Section 5.** An employee promoted from the bargaining unit shall retain but shall not continue to accrue seniority.

**Section 6.** If a vacancy occurs or a new job is created in the bargaining unit other than a temporary vacancy or job, or if a vacancy or new job is anticipated by the Employer, then the Employer shall post such job for a period of five (5) working days, during which time employees may apply for the job. The application shall be in writing and submitted to the County Engineer's Office.

In making the selection, the Employer shall consider the applicant's qualifications and ability to perform. Seniority will be taken into consideration in the event applicants have the same qualification and ability to perform. If qualifications and ability to perform are equal, the seniority shall govern. However, in the event that no employee applicant is qualified for the job, the Employer reserves the right to select a person from outside the unit.

**Section 7.** It is the right of the Employer to determine when a job is vacant and when it will be filled.

**Section 8.** When the Employer eliminates or abolishes a position, the displaced employee shall be permitted to bump any employee with less seniority in his/her job classification, or any job classification formerly held by the displaced employee, or any lower classification, provided he/she has more seniority, is qualified and able to perform the work available.

## **ARTICLE VIII** **Health and Safety**

### **Section 1. Safety & Health Committee**

Recognizing the need to provide a safe and healthful workplace, the parties agree to establish a joint Safety/Health Committee which shall meet monthly, unless mutually agreed to otherwise, and for the purposes of identifying, avoiding or correcting unsafe or unhealthy working conditions or practices. The Committee shall be comprised of three (3) representatives chosen by the employer and three (3) representatives chosen by the bargaining unit.

The Committee shall:

- A. Make personal inspections, participate in government inspections, and investigate complaints concerning allegations of unsafe or unhealthy conditions or practices.
- B. Promote educational training, safety and certification programs which will motivate adoption of safe working habits.
- C. Review injury, accident, and inspection reports for unsafe and unhealthy patterns of a certain nature or work location.

Where, following, such meetings, agreement is reached as to the existence of an unsafe or unhealthy working condition, the Employer shall attempt to correct it within a reasonable time period.

**Section 2.** The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling State and Federal requirements relating thereto.

### **Section 3. Tools & Equipment**

The Employer agrees to furnish and maintain in safe working condition all tools and equipment 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.

### **Section 4. Personal Protective Equipment**

The Employer shall provide Personal Protective Equipment (PPE) as required by law to include but not be limited to; welding helmets, welding gloves, non-prescription safety glasses, face shields, Hi-Vis Class II vests, chemical aprons, chemical resistant gloves, ear plugs, hard hats, hard hat liners, fall protection and chainsaw chaps.

### **Section 5. Physical**

If the Employer requires an employee to obtain a physical examination, the cost of the examination shall be provided by the Employer. Employees hired after July 1, 2011, who are required to maintain a commercial driver's license (CDL) shall be required to successfully pass a pre-employment DOT physical with medical card and maintain it throughout the course of their employment with the County. The employer shall pay the cost of the DOT medical card physicals.

### **Section 6. Right to Refuse Work**

No employee shall be required to perform work which they reasonably believe to be a hazard to their health or safety or that of any other employee, or for which they may be inadequately trained. In cases where the



employer disputes the existence of a hazard, the employee shall have the right to continue to refuse the work in question until the dispute has been settled through the County grievance procedure.

**ARTICLE IX**  
**Grievance Procedure**

It is the policy of Pottawattamie County that employees should have an opportunity to present their employment-related complaints and to appeal adverse employment related decisions through a grievance procedure. The County will attempt to resolve promptly all disputes that are appropriate for handling under this policy.

Comments:

(1) An appropriate grievance is defined as an employee's expressed dissatisfaction concerning any interpretation or application of an employment-related policy by their Department Head, immediate supervisor, or other employees. Examples of matters that may be considered appropriate grievances under this policy include:

- (a) A belief that County policies, practices, rules, regulations, or procedures have been applied inconsistently to an employee;
- (b) Treatment considered unfair by an employee;
- (c) Alleged discrimination, for example, because of race, color, sex, sexual orientation, gender identity, age, religion, national origin, marital status, or disability; and
- (d) Improper or unfair administration of employee benefits or conditions of employment such as scheduling, vacations, fringe benefits, promotions, retirement, holidays, performance review, salary, or seniority.

(2) Grievances shall be presented in writing on a form provided by the employer. The grievance will be processed until the employee is satisfied, does not file a timely appeal, or exhausts the right of appeal under the policy. A decision becomes binding on all parties whenever an employee does not file a timely appeal or when a decision is made in the final step and the right of appeal no longer exists. Time frames may be extended if agreed to by both parties.

(3) Employees who believe they have an appropriate grievance should proceed as follows:

- (a) Step One — Promptly bring the complaint to the attention of the immediate supervisor within seven (7) calendar days from the date the action took place to cause the grievance. If the grievance involves the supervisor, then the employee may proceed directly to Step Two. The supervisor, if authorized should investigate the complaint or attempt to resolve it, and give a decision to the employee within seven (7) calendar days. The supervisor should prepare a written and dated summary of the grievance and proposed resolution for the employee's personnel file. If the employee is not satisfied with the response of the supervisor, the employee may proceed to Step Two.

- (b) Step Two — Appeal the decision to the Department Head, if dissatisfied with the supervisor's decision, or initiate the procedure with the Department Head if Step One has been bypassed. This appeal must be made within seven (7) calendar days using the grievance form provided for this purpose. The Department Head will, in a timely fashion, confer with the employee, the supervisor, and any other employees considered appropriate; investigate the issues; and communicate a decision in writing to all the parties involved within seven (7) calendar days. If the employee is not satisfied with the response of the Department Head, the employee may proceed to Step Three.
  
- (c) Step Three — Appeal the decision to the Board of Supervisors. This appeal must be made within seven (7) working days from the date a decision was rendered in Step One or Two. The Board of Supervisors will schedule an appeal hearing and will take the necessary steps to review and investigate the grievance. The Board of Supervisors will issue a written, final, and binding decision within seven (7) calendar days from the date of the hearing.

(4) Final decisions on grievances will not be precedent-setting or binding on future grievances unless they are officially stated as County policy. When appropriate, the decisions will be retroactive to the date the action took place to cause the grievance.

(5) Information concerning an employee grievance should be confidential. Supervisors, Department Heads, and others who investigate a complaint may discuss it only with those individuals who have a need to know about it or who are needed to supply necessary background information or advice.

(6) Time spent by employees in grievance discussions with their Supervisor or Department Head during their normal working hours will be considered hours worked for pay purposes.

(7) Employees will not be penalized for the proper use of the grievance procedure. However, it is not considered proper use if an employee raises complaints in bad faith or solely for the purposes of delay or harassment or repeatedly raises merit less disputes. Implementation of the grievance procedure by an employee does not limit the right of the County to proceed with any disciplinary action that is not in retaliation for the use of the grievance procedure. In addition, employees, supervisors and Department Heads are prohibited from retaliating against an employee who properly uses the grievance procedure.

(8) The County may, at its discretion, refuse to proceed with any dispute it determines is improper under this policy. Further, this policy does not alter the employment-at-will relationship in any way.

**ARTICLE X**  
**Wages**

**Section 1.** Employees shall be compensated in accordance with the wage schedules attached hereto marked Appendix "A", herein incorporated by this reference.

Effective July 1, 2022, all employees represented by the Union who are not on the step and grade, will receive a 4% wage increase.

**Section 2.** The same compensation shall continue from year to year during the effective period of this agreement unless the party seeking modification shall cause a written notice to be served on the other party not later than October 1, of the year prior to the time when modification is desired. Accordingly, if a change in compensation is requested for the fiscal year beginning July 1st, notice must be given prior to October 1st.

**Section 3.** Employees shall be issued their paychecks bi-weekly on the Friday of the appropriate week. In the event that such Friday is a holiday, employees shall be issued their paychecks on the day immediately preceding such Friday which is not a holiday.

**Section 4.** Employees hired after July 1, 2005 are required to have direct deposit of the employees bi-weekly paycheck and an electronic paystub will be sent to them via email or U.S. mail.

For those hired prior to July 1, 2005, the employee may have the option of direct deposit. Employees who choose direct deposit may have their pay stub emailed to them or sent to them via U.S. mail. Employees who do not direct deposit their paycheck may pick their paycheck up from the Auditor's office on paydays or they may choose to have their paycheck delivered to them via U.S. mail.

**Section 5.** Employees whose position is moving into a new step and grade, will be moved into the new pay grade at the current step they are in, effective July 1, 2022. All other employees who are eligible for step increases shall receive the step increase effective July 1, 2022.

**Section 6.** The parties agree to reopen the contract and negotiate for wages only for 2023-2024 and 2024-2025.

**ARTICLE XI**  
**General Provisions**

**Section 1.** This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

**Section 2.** In the event any article, section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specifically specified in the court's decision; and upon issuance of such a decision, the Employer and the Union may agree to negotiate a substitute for the invalidated Article, section or portion thereof.

**Section 3.** This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore the County and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE XII**  
**Effective Period**

**Section 1.** This agreement shall be effective July 1, 2022 and shall remain in full force and effect through June 30, 2025.

**Section 2.** This agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing not later than October 1, of each year that it wished to modify this agreement.

**Section 3.** The first bargaining session shall be held not later than October 15<sup>th</sup> of each year, at which time the employee organization shall present its bargaining position. The initial bargaining position shall include the substance of the modifications and the specific language with which such desired modification are to be expressed.

**Section 4.** This agreement shall remain in full force and effect while negotiations are in progress.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representative this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

AMERICAN FEDERATION OF STATE  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO, LOCAL #2364

POTTAWATTAMIE COUNTY  
BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
PRESIDENT

BY: \_\_\_\_\_  
CHAIRMAN

BY: \_\_\_\_\_  
MEMBER

BY: \_\_\_\_\_  
MEMBER

BY: \_\_\_\_\_  
MEMBER

BY: \_\_\_\_\_  
MEMBER

BY: \_\_\_\_\_  
AFSCME/IA Council 61

BY: \_\_\_\_\_  
MEMBER

BY: \_\_\_\_\_  
COUNTY NEGOTIATOR

BY: \_\_\_\_\_  
MEMBER

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AMERICAN FEDERATION OF STATE  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO, LOCAL #2364

POTTAWATTAMIE COUNTY  
BOARD OF SUPERVISORS

BY:   
PRESIDENT

BY: \_\_\_\_\_  
CHAIRMAN

BY: \_\_\_\_\_  
MEMBER

BY: \_\_\_\_\_  
MEMBER

BY:   
MEMBER

BY:   
MEMBER

BY:   
AFSCME/IA Council 61

BY: \_\_\_\_\_  
MEMBER

BY:   
COUNTY NEGOTIATOR

BY: \_\_\_\_\_  
MEMBER

POTTAWATTAMIE COUNTY SECONDARY ROADS

SALARY SCHEDULE

UNION

EFFECTIVE: July 1, 2022

All step increases effective July 1, 2022

GRADE 2	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
	Truck Driver/Laborer									
YEARLY	\$ 45,205.63	\$ 46,335.77	\$ 47,494.16	\$ 48,681.51	\$ 49,898.55	\$ 51,146.02	\$ 52,424.67	\$ 53,735.28	\$ 55,078.67	\$ 56,455.63
BI-WEEKLY	\$ 1,732.02	\$ 1,775.32	\$ 1,819.70	\$ 1,865.19	\$ 1,911.82	\$ 1,959.62	\$ 2,008.61	\$ 2,058.82	\$ 2,110.29	\$ 2,163.05
HOURLY	\$ 21.6502038	\$ 22.1914588	\$ 22.7462453	\$ 23.3149014	\$ 23.8977740	\$ 24.4952183	\$ 25.1075988	\$ 25.7352888	\$ 26.3786710	\$ 27.0381378
	Tractor/Trailer Operator, Technician I/Bridge Technician I									
YEARLY	\$ 45,683.53	\$ 46,825.62	\$ 47,996.26	\$ 49,196.17	\$ 50,426.07	\$ 51,686.72	\$ 52,978.89	\$ 54,303.36	\$ 55,660.95	\$ 57,052.47
BI-WEEKLY	\$ 1,750.33	\$ 1,794.09	\$ 1,838.94	\$ 1,884.91	\$ 1,932.03	\$ 1,980.33	\$ 2,029.84	\$ 2,080.59	\$ 2,132.60	\$ 2,185.92
HOURLY	\$ 21.8790863	\$ 22.4260634	\$ 22.9867150	\$ 23.5613829	\$ 24.1504174	\$ 24.7541779	\$ 25.3730323	\$ 26.0073581	\$ 26.6575421	\$ 27.3239806
	Equipment Operator, Technician II/Bridge Crew II									
YEARLY	\$ 47,421.37	\$ 48,606.91	\$ 49,822.08	\$ 51,067.63	\$ 52,344.32	\$ 53,652.93	\$ 54,994.26	\$ 56,369.11	\$ 57,778.34	\$ 59,222.80
BI-WEEKLY	\$ 1,816.91	\$ 1,862.33	\$ 1,908.89	\$ 1,956.61	\$ 2,005.53	\$ 2,055.67	\$ 2,107.06	\$ 2,159.74	\$ 2,213.73	\$ 2,269.07
HOURLY	\$ 22.7113863	\$ 23.2791709	\$ 23.8611502	\$ 24.4576789	\$ 25.0691209	\$ 25.6958489	\$ 26.3382452	\$ 26.9967013	\$ 27.6716188	\$ 28.3634093
	Crew Leader, Technician III									
YEARLY	\$ 50,267.09	\$ 51,523.77	\$ 52,811.86	\$ 54,132.16	\$ 55,485.46	\$ 56,872.60	\$ 58,294.42	\$ 59,751.78	\$ 61,245.57	\$ 62,776.71
BI-WEEKLY	\$ 1,925.94	\$ 1,974.09	\$ 2,023.44	\$ 2,074.03	\$ 2,125.88	\$ 2,179.03	\$ 2,233.50	\$ 2,289.34	\$ 2,346.57	\$ 2,405.24
HOURLY	\$ 24.0742775	\$ 24.6761344	\$ 25.2930378	\$ 25.9253637	\$ 26.5734978	\$ 27.2378353	\$ 27.9187812	\$ 28.6167507	\$ 29.3321695	\$ 30.0654737
	Bridge Crew III									
YEARLY	\$ 52,200.00	\$ 53,505.00	\$ 54,842.63	\$ 56,213.69	\$ 57,619.03	\$ 59,059.51	\$ 60,536.00	\$ 62,049.40	\$ 63,600.63	\$ 65,190.65
BI-WEEKLY	\$ 2,000.00	\$ 2,050.00	\$ 2,101.25	\$ 2,153.78	\$ 2,207.63	\$ 2,262.82	\$ 2,319.39	\$ 2,377.37	\$ 2,436.81	\$ 2,497.73
HOURLY	\$ 25.0000000	\$ 25.6250000	\$ 26.2656250	\$ 26.9222656	\$ 27.5953223	\$ 28.2852053	\$ 28.9923355	\$ 29.7171438	\$ 30.4600724	\$ 31.2215742
	Mechanic									
YEARLY	\$ 60,552.00	\$ 62,065.80	\$ 63,617.45	\$ 65,207.88	\$ 66,838.08	\$ 68,509.03	\$ 70,221.76	\$ 71,977.30	\$ 73,776.73	\$ 75,621.15
BI-WEEKLY	\$ 2,320.00	\$ 2,378.00	\$ 2,437.45	\$ 2,498.39	\$ 2,560.85	\$ 2,624.87	\$ 2,690.49	\$ 2,757.75	\$ 2,826.69	\$ 2,897.36
HOURLY	\$ 29.0000000	\$ 29.7250000	\$ 30.4681250	\$ 31.2298281	\$ 32.0105738	\$ 32.8108382	\$ 33.6311091	\$ 34.4718869	\$ 35.3336840	\$ 36.2170261

\*Note - Figures have been rounded for the purpose of this document.

Official hourly wage rates are calculated by the Auditor's office/Payroll Division



# **Jana Lemrick/Director, Human** **Resources**

**Discussion and/or decision to approve and authorize Board to sign Memorandum of Understanding Between Pottawattamie County and the American Federation of State, County and Municipal Employees (AFSCME) Local 2364 Roads Employees Agreement, effective July 1, 2022, through June 30, 2025.**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
POTTAWATTAMIE COUNTY  
AND THE  
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES (AFSCME),  
LOCAL 2364**

Pottawattamie County and the American Federation of State, County and Municipal Employees (AFSCME) (hereinafter the “Bargaining Unit”) are parties to a Collective-Bargaining Agreement and have agreed to certain terms and conditions for supplemental pay for those employees that are included in the Roads bargaining unit.

It is agreed between the parties that this memorandum of understanding is effective July 1, 2022 – June 30, 2025

Employees may choose to cash out forty (40) hours of their accumulated compensatory time one time per fiscal year by providing the employer written notification three weeks in advance of the requested payment.

Employees that have reached their annual vacation accrual may choose to cash out forty (40) hours of their vacation, one time per fiscal year by providing the employer written notification three weeks in advance of requested payment.

SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_ 2022

\_\_\_\_\_  
Pottawattamie County Board  
Of Supervisors Chairman

*/s/ Julie Dake Abel*  
AFSCME/IA Council 61

# **Jana Lemrick/Director, Human** **Resources**

**Discussion and/or decision to approve and authorize Board to sign Pottawattamie County Communications and 911 Employee Association/AFSCME 2364-911 Union Labor Agreement, effective July 1, 2022, through June 30, 2025.**

**POTTAWATTAMIE COUNTY COMMUNICATIONS**

**AND**

**911 EMPLOYEE ASSOCIATION/AFSCME 2364-911  
UNION**

**LABOR AGREEMENT**

**JULY 1, 2022-JUNE 30, 2025**

*911*



*LAW FIRE EMS*

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**Article 1**  
**PREAMBLE**

**THIS AGREEMENT IS EXECUTED BY POTTAWATTAMIE COUNTY, hereinafter called “Employer” and the American Federation of State, County and Municipal Employees AFL-CIO, (AFSCME) Iowa Council 61, Local 2364-911 CENTER, hereinafter called “Union”.**

**Article 2**  
**RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative for all Employees of the Pottawattamie County Communication Center, excluding Captain/Director, Assistant Director, Communications Technologist, Training Coordinator/Quality Assurance, Supervisors, Temporary employees, Office Manager and all Employees excluded by Section 4 of the Public Employment Relations Act as certified in Case No. 7375.

**Article 3**  
**INTENT & PURPOSE**

**Section 1.** The Employer, the Union and the employees recognize and declare the necessity of providing the most efficient and highest quality services to the citizens and taxpayers.

**Section 2.** The Employer, the Union and the Employees further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this Agreement, and to assure the effective and efficient operation of the Pottawattamie County Division of Communications.



**Article 4**  
**MANAGEMENT RIGHTS**

The Employer, except to the extent expressly modified herein, shall have the exclusive power, duty and the right to: direct the work of its public Employee; hire, promote, demote, transfer, assign and retain public Employees in positions within the public agency; suspend or discharge public Employees for proper cause; maintain the efficiency of governmental operations; relieve public Employees from duties because of lack of work for other legitimate reasons; determine and implement methods, means, assignments and personnel by which the Public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Public Employer; initiation, prepare, certify and administer its budget, exercise all powers and duties granted to the Public Employer by law.

**Article 5**  
**UNION RIGHTS & RESPONSIBILITIES**

**Section 1.** The Union recognizes its responsibilities as the exclusive bargaining agent of the Employees within the bargaining unit, and realized that in order to provide maximum opportunities for continuing employment and fair compensation the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees to the following:

- a. That it will cooperate with the employer and supports its efforts to assure a full and fair day's work on the part of its Employees;
- b. That it will actively combat absenteeism and any other practice which restricts efficient operation of the Employer, and
- c. That it will earnestly strive to improve and strengthen goodwill between and among the Employer and its Employees, and the Union and the public.

**Section 2.** The Employer will not interfere with the right of its Employees to become members of the Union. The Union will not interfere with the right of the Employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity, which will interrupt or interfere with the operations of the Employer.

- a. The Union/Chapter may, with the Supervisor's permission, make presentations to new employees within the first ninety (90) days of employment. Such presentations shall be during their work time and limited to one-half hours. One Union representative shall be in pay status.

**Section 3.** For the purpose of investigating pending grievances, a duly authorized representative of the Union shall have access to the cafeteria area adjacent to the Communications Center during non-working time with prior notification of the Supervisor. The Employer will cooperate to facilitate such visitations and the Union will not interfere with the operation of the Employer or the work of the Employees.

**Section 4.** The Employer agrees to furnish and maintain one bulletin board or portions of bulletin boards, in a convenient place in the Communications Center to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

**Section 5.** Upon request Union representatives will be allowed to meet with bargaining unit employees during the employee's work time on the Employer's premises, provided that such activity does not interfere with the performance of the job duties of any employee provided suitable meeting facilities are available and practical, and so long as such activity is limited to contacts regarding issues of negotiation and pending grievances.

**Section 6.** Time spent conducting union business by Union Representatives shall be in paid status at time and one half (1 ½), is not considered hours worked and is subject to call back pay only when given less than a 4 hour notice. This is limited specifically to AFSCME 911 labor management committee members, labor negotiations, adjustment of grievances and when representing a member in a disciplinary action. Time must be approved in advance and is at Director's discretion. Such time shall not be reasonably withheld.

**Article 6**  
**ACCESS TO PERSONNEL FILE**

An Employee or their designated Union representative, with written permission of the employee, shall be granted access to any material entered into the employee's personnel or training folder within a reasonable amount of time. In order to review the employee's personnel file or training file, the employee or their designated representative must schedule an appointment with the Director during regular business hours. The employee may respond to any item in the personnel file or training file in writing. Such responses by the employee shall become part of the permanent record.

For purposes of progressive discipline, disciplinary actions in personnel files shall be active for twelve (12) months from the date of discipline. However, disciplinary actions shall remain active for eighteen (18) months for violations of the same rule.

**Article 7**  
**WORK STOPPAGE**

**Section 1.** The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its Employees.

**Section 2.** The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any such work stoppage, strike, slowdown, or illegal picketing, or any other action which interrupts or interferes with the operations of the Employer.

**Article 8**  
**OVERTIME COMPENSATION**

**Section 1.** Employees shall be compensated by cash payment at the rate of one and one-half (1 ½) times the regular hourly rate of work performed outside of the employee's regular scheduled hours. Employees are expected to work a reasonable amount of overtime if conditions necessitate. Except in an emergency no employee shall be required to work more than sixteen (16) hours in a twenty-four (24) hour period.

If requested by the employee, compensatory time at the rate of time and one-half (1 ½) will be given in lieu of cash payments for overtime worked to a maximum accumulation of sixty (60) hours.

Compensatory time shall be taken in fifteen (15) minute increments. Employees may request earned compensatory leave on "Leave Request" forms. Requests for earned leave shall be made in accordance to with Article 9, Section 3. Employees are not allowed to take fifteen (15) minutes of compensatory time at the beginning and at the end of their shift in order to avoid being forced for overtime.

**Section 2.** All overtime work not specifically provided for herein shall be determined and must be authorized by the Employer or his/her designee.

**Section 3.** The Employer will, as far as practical, distribute forced overtime on an equal basis by seniority among employees. Overtime opportunities shall be accumulated and forced overtime not worked shall be considered time worked for purposes of overtime distribution.

**Section 4.** Overtime worked on a holiday shall be paid at the rate of two (2) times the Employee's regular rate of pay for each hour worked.

**Section 5.** There shall be no pyramiding or compounding of overtime or premium pay or any type. In the event more than one rate could be applied that the highest rate shall prevail.

**Section 6.** Any overtime worked shall be paid at a rate of one and one half (1 ½) the employee's normal rate of pay. In the event an employee utilizes any paid time off, including sick pay, the employee shall still receive the premium overtime rate for any overtime hours worked. Any hours worked outside the employees scheduled twelve (12) hour shift is considered overtime.

**Article 9  
HOLIDAYS**

**Section 1.** The following holidays shall be recognized by the Pottawattamie County, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, New Years Day, Martin Luther King Jr. Day, President's Day, and Memorial Day.

**Section 2.** Employees shall receive ten (10) paid holidays for each of the above-mentioned holidays. Employees shall receive holiday leave on July 1st of each fiscal year. New employees hired after July 1st shall receive holiday leave on a pro-rated basis for their first year of employment. Holiday leave must be taken in eight (12) hour increments.

Holiday leave shall not be carried over to the next fiscal year. Holiday leave not taken shall be forfeited unless holiday leave was scheduled by the employee, canceled by the Employer, and the employee was not able to take the holiday leave prior to the expiration of the fiscal year. New hires may carry over holiday leave into the next fiscal year at the discretion of the Director.

When the actual holiday falls on an Employee's regular scheduled work day, the Employee shall be paid time and one-half (1 1/2) the employees' regular rate for all hours worked.

To be eligible for holiday pay the majority of hours during an employee's work shift must fall on the actual holiday. All hours worked during such shift will be paid at the holiday rate. Overtime worked on a Holiday shall be paid at the rate of two (2) times the Employee's regular rate of pay for each hour worked

**Section 3.** Upon resignation, retirement, death or discharge from employment, holiday benefits shall be pro-rated and remaining holiday leave hours shall be paid to or deducted from the employee or the employee's estate.

**Section 4.** Compensation for the benefit provided under Section 2, hours worked may be taken as compensatory time off. Requests for earned holiday leave shall be made in accordance with the Vacation Article of the agreement.

**Article 10  
VACATIONS**

**Section 1.** Subject to and in accordance with the provisions of this Article, vacations shall be accrued on a bi-weekly basis pursuant to the following schedule:

<b>Years of Service</b>	<b>Bi-Weekly Accrual</b>	<b>Annual Accrual</b>	<b>Maximum Allowed</b>
From Date of Employment	3.0770 hrs.	80 hours	160 hours
5 <sup>th</sup> Anniversary	4.6154 hrs.	120 hours	200 hours
9 <sup>th</sup> Anniversary	5.5385 hrs.	144 hours	224 hours
12 <sup>th</sup> Anniversary	6.1539 hrs.	160 hours	240 hours
19 <sup>th</sup> Anniversary	7.6923 hrs.	200 hours	280 hours

New employees will not be eligible to use vacation leave or other earned leave until successful completion of the training program unless pre-approved by the Sheriff of designee.

**Section 2.** The purpose of a vacation is to enable the Employee to enjoy periodic rest from his/her regular job so that he/she may return to his/her work refreshed. The vacation year will be the individual anniversary date to anniversary date.

Accordingly:

- A. An Employee may carryover up to eighty (80) hours of earned, unused vacation as reflected in the above chart (see maximum accrual).

If the employee's accrued vacation exceeds annual accrual plus 10 days, vacation accrual will temporarily stop unless a vacation was scheduled by the employee, canceled by the Employer, and not able to be taken prior to reaching the maximum. When vacation is taken again and the total accrued amount falls below the maximum, vacation accrual will begin again.

- B. No Employee shall be entitled to vacation pay in lieu of vacation and no employee shall be granted vacation usage before it is earned.
- C. Upon resignation, retirement death or discharge from employment, remaining vacation benefits shall be paid to the employee or the employee's estate.
- D. Vacation must be taken in one (1) hour increments.

**Section 3.** In requesting vacation or other earned leaves all requests shall be in writing on a Leave Request form and date stamped. Leave requests shall be answered in writing within five (5) working days. The employee must have earned the vacation or other earned leaves prior to submitting the request. All requests must be answered in writing prior to the leave being taken. Vacation requests will be granted as

staffing and workload permits.

Once vacation leave and other earned leave periods have been scheduled, the Employer shall make no changes in employees leave schedules. The employee may request a change in their leave schedule prior to the approved leave request or under emergency conditions. If the approved leave caused overtime, the request to change the leave schedule must be submitted no later than forty-eight (48) hours prior to the scheduled leave.

**Section 4.** Choice of time and amounts shall be governed by seniority provided the employee submits their vacation leave and other earned leave requests at least one hundred and twenty (120) calendar days prior to the requested time off.

**Section 5.** Requests for vacations, or other earned leaves received less than one hundred and twenty (120) days in advance shall be granted on a first come, first served basis.

**Section 6.** For the purpose of this article, the definition of “other earned leaves” shall include holidays, compensatory time, perfect attendance and casual hours.



**Article 11**  
**PERSONAL HOURS**

On July 1 of each fiscal year each Employee will be granted three (3) personal days with pay that must be used within the same fiscal year to be mutually determined by the Employee and the Employer.

Personal days may be taken in one (1) hour increments.

Requests for earned leave shall be made in accordance with the Vacation Article of the agreement.

Upon resignation, retirement, death or discharge from employment, remaining personal day benefit shall be paid to the employee or the employee's estate.

**Article 12**  
**SICK LEAVE**

**Section 1.** Sick Leave shall be used for personal illness and injury, or disability, subject to the provisions set out herein. Employees may use accrued sick leave for personal, medical and dental appointments, which cannot be scheduled at times other than working hours. Sick Leave use for any purpose will disqualify an employee for Perfect Attendance Pay for the quarter in which the sick leave is used.

**Section 2.** Employees shall be granted one and one-half (1 ½) workdays of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of nine hundred sixty (960) hours. Sick leave may be taken at a minimum of fifteen (15) minute increments. An Introductory Employee will be allowed to use paid or unpaid sick leave with the understanding that the Employee's Introductory and/or Training Period will be extended proportionately.

**Section 3.** The Employer may require a physician's certificate for any absence for which sick leave is claimed under the following conditions:

- a. When the employee has utilized sick leave for three (3) consecutive workdays.
- b. After the Employee has used sick leave on six (6) separate occasions during the contract year without a physician's certificate, this includes leave for family illness.
- c. The Employer reserves the right to require a physician's certificate for any absence, of any length, if the Employer reasonably believes the Employee is or has been abusing sick leave.

**Section 4.** To be eligible for sick leave payment, an Employee shall notify the Employer or designee as soon as possible but in any event two (2) hours prior to the starting time of the Employee's work day. The notice may be waived if the Employer determines that the Employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the Employee.

When an employee calls to report an absence due to illness, the supervisor will acknowledge the telephone call. If an employee has exhausted their sick leave, the employee will not be compensated unless approval to utilize other available paid leave is received in writing from the 911 Director.

**Section 5.** With the exception of the below entitlement, no Employee is entitled to compensation for unused sick leave at the time of separation. However, upon retirement under IPERS, employees shall be eligible for cash reimbursement of unused accumulated sick leave in the following increments:

0-599 hours accrued	0% conversion of accrued sick leave balance
600-750 hours accrued	25% conversion of accrued sick leave balance
751-900 hours accrued	35% conversion of accrued sick leave balance
901-960 hours accrued	50% conversion of accrued sick leave balance

**Section 6.** Employees may use accrued sick leave for care and necessary attention of ill or injured members of the immediate family. Immediate family is defined as, and limited to the Employee's spouse, children, stepchildren, foster children, parents and stepparents and minor children of the immediate household, if the employee is considered "in loco parentis" (in place of a parent). Use of Sick Leave for purposes of this Section is limited to fifty-six (56) hours per contract year, and shall be in accordance with Section 3.

**Immediate Family Serious Illness/Injury:**

The employee may utilize up to two hundred forty (240) hours of their sick leave, per FMLA year, if a serious health condition affects a member of the employee's immediate family. When granting sick leave,

the County shall adhere to the definition of a “serious health condition” as outlined in the Family & Medical Leave Act of 1993. In order to qualify for this sick leave, the employee must have a FMLA request on file accompanied by a physician’s certification.

**Section 7.** All bargaining unit employees who have accumulated sick leave in excess of nine hundred sixty (960) hours may convert those additional hours to vacation at the rate of 25% until they reach their vacation maximum limit.

**Article 13**  
**WAGES**

**Section 1.** Employees shall be compensated in accordance with the wage schedule attached hereto marked Appendix A, herein incorporated by this reference.

Effective July 1, 2022, all employees who are not on the step and grade represented by the union shall be paid according to the new pay scale in Appendix A. Effective July 1, 2022, all employees represented by the Union who are not on the step and grade, will receive a 4% wage increase.

**Section 2.** The Employer shall have the right to employ persons at starting rate commensurate with their previous training, employment, and experience, and to adjust any Employee's credited services (or wage schedule service) not to exceed Step 2 at any time during the first six (6) months of employment.

Regarding the hiring of previous Employees of the Pottawattamie Count Division of Communications: The Employer shall have the right to hire previous Employees at starting rates commensurate with their previous training, employment, and experience with Pottawattamie County Communications not to exceed Step 2 of the wage scale. The Employer further agrees that the seniority date of said Employee will be the date of his/her most recent hire as a full-time Employee.

**Section 3.** Employees shall be issued their paychecks bi-weekly on the Friday of the appropriate week. In the event that such Friday is a holiday, employees shall be issued their paychecks on the day immediately preceding such Friday which is not a holiday.

Employees hired after July 1, 2005 are required to have direct deposit of the employee's bi-weekly paycheck and an electronic paystub will be sent to them via email. Employees may also choose to have their paystub delivered via U.S. mail or hand delivered. For those hired prior to July 1, 2005, the employee may have the option of direct deposit.

**Section 4.** Employees who are eligible for step increases shall receive the increase effective July 1, 2021.

**Section 5.** The parties agree to reopen the contract and negotiate for wages only for 2023-2024 and 2024-2025.

**Article 14**  
**FUNERAL LEAVE**

**Section 1.** Leave for the purpose of attending a funeral and other related activities will be granted in the following manner:

- A. Funeral of spouse, child and parents be they related by blood or marriage up to five (5) days. Child includes foster children.
- B. Funeral of grandparents or grandchildren, brother or sister be they related by blood or marriage up to three (3) days.
- C. Funeral of fellow Employee- Time off as staffing permits not to exceed ½ day. In the event of the death of an employee of the Sheriff's Office, the Sheriff or his designated representative shall determine the minimum staffing requirements that will need to be in place at the time of the employee's funeral.
- D. Funeral as a pallbearer, one (1) day, with verification from the service.
- E. Funeral of an Employee's blood relative not listed above, one (1) day, i.e. aunt, uncle, great grandparents, great grandchildren and other similar relatives.
- F. Funeral of a close friend or other relative related by marriage, one (1) day leave without pay. Employee will be allowed to utilize vacation or compensatory time to receive pay for the day.

**Article 15**  
**HEALTH AND SAFETY**

The Employer agrees to continue making reasonable provisions to provide a safe, healthful work place for its Employees during the hours of employment. The Union and the Employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling State and Federal requirements.

**Article 16**  
**GENERAL CONDITIONS**

**Section 1.** This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine; the reference to any party includes its agents, officials and Employees.

**Section 2.** In the event any provision of this Agreement is held invalid by any sort of competent jurisdiction, the said provision shall be considered separate and its invalidity shall not in any way affect the remaining provisions of this Agreement.

**Section 3.** Bargaining unit Employees whose normal working hours are twelve (12) hours per day shall receive the same compensation for vacation days, holidays, sick leave days, perfect attendance and funeral leave as they would receive for regularly worked twelve (12) hour day.

**Section 4.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the rights, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, provided, however, either party may reopen negotiations on the language items in this Agreement with the consent of the other party.

**Section 5.** The Union and the Employer acknowledge that during negotiations which resulted in this Agreement, each party had the opportunity to make demands and proposals with respect to all areas of collective bargaining, and that the whole understanding arrived at after the negotiations is set forth in this Agreement.

**Section 6.** The Employer agrees to pay up to two (2) Union member employees their regular hourly rate for the purposes of contract negotiations and adjustment of grievances.

**Article 17**  
**ADJUSTMENT OF GRIEVANCES**

**Section 1.** A grievance is defined as a dispute an Employee or the Union may have with the Employer concerning the interpretation, application or violation of the express terms of this Agreement by the Employer, should an Employee or the Union have a grievance, it shall be adjusted in the following manner: an Employee or the Union may, however, grieve the action of the Director, beginning at Step 2.

All bargaining unit employees shall have the right to meet and adjust his/her individual complaint with the Employer. An aggrieved employee shall have the right to a Union Representative appointed by the Union at all steps of the Grievance Procedure.

**Step 1.** An Employee who claims a grievance shall present such grievance in writing to his/her supervisor within fifteen (15) working days after the occurrence upon which the grievance is based. The Supervisor shall give his written answer to the grievance within ten (10) working days after the grievance was presented to him. The grievance shall be signed by the aggrieved Employee and the Steward, and shall specifically state the facts and the section of this Agreement alleged to have been violated.

**Step 2.** If the grievance is not settled in Step 1, it may be appealed by the Employee and his/her Steward or the Union within fifteen (15) working days after the answer of the Supervisor. The Director or his/her designated representative will meet with the appropriate Union Representative at a mutually agreed upon location, time and date (with or without the aggrieved employee) and attempt to resolve the grievance. The Director or his/her designated representative shall give his/her answer in writing to the Employee and Steward within fifteen (15) working days after the date of the grievance meeting.

**Step 3.** If the grievance is not settled in Step 2, it may be appealed to the Sheriff or designee by the Employee and his/her Steward or the Union within fifteen (15) working days after the answer of the Director. The Sheriff or designee will meet with the appropriate Union Representative at a mutually agreed upon location, time and date (with or without the aggrieved employee) and attempt to resolve the grievance. The Sheriff or designee shall give his/her answer in writing to the Employee and Steward within fifteen (15) working days after the date of the grievance meeting.

**Step 4.** If the grievance is not settled in Step 3, it may be appealed to arbitration by the Union by written notice of a request for arbitration, submitted to the Director within thirty (30) calendar days after the receipt of the Employer's Step 3 answer. Said written notice shall be signed by a representative of the Union, and shall state the specific section of this Agreement which is alleged to have been violated. When a timely request has been made for arbitration, within ten (10) working days of the Employer's receipt of the arbitration notice, the parties shall jointly request the Iowa Public Employment Relations Board to submit a list of five (5) arbitrators. If the panel submitted by the Public Employment Relations Board is unacceptable to either party, then either party may request, one (1) time per party, a different panel of arbitrators from the Public Employment Relations Board. Upon receipt of the list, the parties' designated representative shall determine by lot the order of elimination, and thereafter each shall, in order, alternatively strike a name from the list, and the fifth and remaining person shall act as the arbitrator.

The arbitration provisions of this Agreement may only be invoked with the approval of the Employee organization.



The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue or issues submitted in writing by the parties and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall submit the decision in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties; whichever is later unless the parties agree to an extension thereof. The decision of the arbitrator shall be final and binding on both parties.

Both parties will share the fees and expenses of the arbitrator equally. Each party will 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 the stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of each transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.

**Section 2.** The failure by the Employer to reply within the applicable times specified above shall be deemed a denial of grievance which may then be appealed to the next step.

**Section 3.** Grievances may be investigated, processed, and presented by a Steward during working hours within reasonable time limits without loss of pay, provided at least twenty-four (24) hour notice is given and the work load permits. The Employer's determination as to work load shall be subject to arbitration only to the extent that the Employer's action is shown to be an attempt to frustrate the grievance procedure, discrimination between or among employees, or to harass or coerce the Union.

**Section 4.** The parties may mutually agree to extend any of the above time frames commencing with Step 2.

**Section 5.** The Grievance Form is furnished by the Union and is the only valid allowable grievance form.

**Section 6.** 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 one (1) year prior to the date of initiation of the written grievance in Step 1.

**Section 7.** 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.** For informational purposes only, the Union shall provide the Employer with a written list setting forth the names of grievance representatives. The Employer shall supply the local Union with a list of supervisors to contact on grievance matters.

**Article 18**  
**SENIORITY**

**Section 1.** Seniority is defined as an Employee's length of continuous service from his/her most recent date of hire.

**Section 2.** The seniority records for Employees shall be maintained by the Employer and shall be posted on bulletin boards available to the Union. The lists shall be updated annually and contain each employee's name, job classification and seniority date. A copy of the seniority list shall be furnished to the local Union at the time of posting.

**Section 3.** An employee shall lose seniority with the Employer for all purposes if any of the following occur:

1. Termination of employment by resignation, retirement or discharge.
2. The employee has been laid off and then fails to respond within a period of fourteen (14) calendar days after being recalled by certified letter sent to the last known address as shown on the records of the Employer.
3. The employee fails to return within thirty (30) calendar days after being recalled by the Employer.
4. Seniority will not accrue for unpaid leave of absence in excess of thirty (30) days.

**Article 19**  
**SHIFT PREFERENCE**

**Section 1.** Employees shall bid shifts and days off on an annual basis. All bidding for shifts and days off shall occur between June 1<sup>st</sup> and June 7<sup>th</sup> of each year unless mutually agreed to otherwise by the Employer and the Union, for shift changes beginning July 1 of the fiscal year. Shift preference and days off shall be awarded by seniority within job classification. The Employer shall notify those persons affected by shift changes no less than seven (7) days before the change takes place.

**Section 2.** For vacancies occurring in the schedule during the contract year, the following method of shift preference shall be adhered to:

1. The Director or designee shall notify by seniority each employee of the opening. The employee will immediately advise the Director or designee of his/her intent to fill the opening. The Director or designee will continue with this process until vacancies are filled.

After selection of Employee to fill opening, seven (7) days' notice of permanent reassignment shall be given.

**Section 3.** The Union recognizes that temporary placement may occur as new Employees are released from the introductory program. Introductory Employees are defined as those who have completed the training period but have not completed a full year of employment. Once an Employee completes a year of service, they are no longer in their introductory period.

In the event that a new opening/position is created the Director or designee shall notify by seniority each Employee of the opening. The Employee will immediately advise the Director or designee of his/her intent to fill the opening. The Director or designee will continue with this process until the opening is filled.

It is understood and agreed that the determination of the work schedule may be changed by the Employer from time to time to meet work requirements. Management has the authority to make temporary assignments for open shifts and days off. If no one volunteers for the temporary shift assignment, the last senior person from the shift the Director deems appropriate shall be assigned for the purpose of meeting temporary staffing situations over which the Department has no control. Such emergency assignments will be reevaluated after a period of 120 days. When possible, the Employer will provide fourteen (14) calendar days written notice to the Union and the affected Employees prior to making any changes in work schedules.

Management has the right to intervene in the event that two or more Employees will be released from the training program at the same time. In this event, Management may temporarily place newly released Employees on separate shifts for a period of 120 days before conducting a shift bid to fill positions created by the Employees being released from the training program.

If no one volunteers for the temporary shift assignments, the last senior person from the shift the Director deems appropriate shall be Employee assigned.

**Article 20**  
**LABOR MANAGEMENT COMMITTEE**

A committee will be set up for meeting quarterly to discuss issues of concern to both the employees and the Employer. The committee will consist of four (4) members, two (2) members selected by the Union and two (2) members selected by the Employer.

The purpose of this committee shall be to afford both labor and management a forum in which to communicate on items that may be of interest to both parties. The committees are established as a communication vehicle only and shall not have authority to bind either the Union or management with respect to any of the items discussed. Union representatives will be in pay status for all time spent in Labor Relations Committee meetings, which are held during their regularly scheduled hours of employment.

**Article 21  
EFFECTIVE PERIOD**

THIS AGREEMENT, shall be effective on July 1, 2022 and shall continue through June 30, 2025.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representative this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

POTTAWATTAMIE COUNTY  
BOARD OF SUPERVISORS

AFSCME, LOCAL 2364  
POTTAWATTMIE COUNTY  
911 CENTER EMPLOYEES

By \_\_\_\_\_  
Chairman

By Julie Anne Weil  
Title union representative

By \_\_\_\_\_  
Member

By [Signature]  
Title union president

By \_\_\_\_\_  
Member

By [Signature]  
Title union

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Member

**Appendix A  
WAGES**

**TELECOMMUNICATIONS OPERATOR**

Effective July 1, 2022

Step increases effective July 1, 2022

Step	1	2	3	4	5	6	7	8	9	10	11
Hourly	\$23.27	\$23.85	\$24.45	\$25.06	\$25.69	\$26.33	\$26.99	\$27.66	\$28.35	\$29.06	\$29.79
Overtime	\$34.94	\$35.78	\$36.68	\$37.59	\$38.53	\$39.50	\$40.48	\$41.50	\$42.53	\$43.60	\$44.69

\*Note-Figures have been rounded for the purpose of this document

Official hourly wage rates are calculated by the Auditor's office/Payroll Division

# **Jana Lemrick/Director, Human** **Resources**

**Discussion and/or decision to approve and authorize Board to sign Memorandum of Understanding Between Pottawattamie County and the American Federation of State, County and Municipal Employees (AFSCME) Local 2364-911 Agreement, effective July 1, 2022, through June 30, 2025.**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
POTTAWATTAMIE COUNTY  
AND THE  
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES (AFSCME),  
LOCAL 2364-911**

Pottawattamie County and the American Federation of State, County and Municipal Employees (AFSCME) (hereinafter the "Bargaining Unit") are parties to a Collective-Bargaining Agreement and have agreed to certain terms and conditions supplemental pay for employees of the Pottawattamie County Communications Center covered under the contract.

It is agreed between the parties that this memorandum of understanding will be effective July 1, 2022 – June 30, 2023.

**Uniforms**

Each full-time, non-introductory Employee shall be provided five (5) uniform shirts by the Employer after successful completion of the training program. The Employer shall thereafter replace up to five (5) uniform shirts each fiscal year.

**Longevity**

Employees with more than five (5) years continuous service shall be eligible for longevity pay pursuant to the following schedule:

5 <sup>th</sup> Anniversary	\$ .30/hr
10 <sup>th</sup> Anniversary	\$ .65/hr
15 <sup>th</sup> Anniversary	\$ .95/hr
20 <sup>th</sup> Anniversary	\$ 1.05/hr

Employees who are eligible for longevity shall receive longevity and longevity increases at the beginning of the pay period in which the employee's anniversary date occurs.

**Working Out of Classification**

The bargaining unit Employees qualified to act in a supervisory capacity shall receive additional compensation for each hour worked in such capacity as follows:

Two Dollars (\$2.00) per hour

The Director shall establish an eligibility list based upon the employees ability to perform the Supervisor, Assistant Supervisor and Communication Training Officer duties; and the following minimum standards:

No employee shall be required to perform the duties of the Supervisor, Assistant Supervisor or Communication Training Officer until training has been completed.



### **Callback Pay**

An employee who is called back to work by the Employer shall be paid a minimum of two (2) hours pay at one and one-half (1 ½) his regular pay or shall receive compensatory time unless such call back is one (1) hour or less prior to the employee's regular shift. Also, the minimum does not apply when an employee is ordered to work beyond the employee's regular shift. This shall include call back time for court appearance, which shall also include telephonic and video hearings, provided that the employee is testifying because of circumstances arising out of his or her assigned work duties, and further provided that the employee has been ordered to testify by a Supervisor or is subpoenaed. Call back time shall also include being called in to work for training, having to be present for internal affairs investigations or as directed by the Director of Operations, Assistant Director of Operations or a Shift Supervisor.

### **Perfect Attendance Leave**

After completion of the Introductory Period, an Employee shall be eligible to earn twelve (12) hours off with pay at the regular rate for each calendar quarter in which perfect attendance is achieved. This leave must be used within twelve (12) months of being earned. Perfect attendance leave must be taken in twelve (12) hour increments.

Employees are not eligible for perfect attendance leave if the following occurs:

1. Employee utilizes personal or family sick leave.
2. If the employee utilizes any other paid leave for the purpose of sick leave or FMLA leave.
3. If attendance points are assessed for tardies.
4. If the employee is in an unpaid status to include unpaid suspensions.

Holidays, vacation, compensatory time off, casual day, perfect-attendance day, on the job injury, funeral in the immediate family or jury duty shall not count against perfect attendance.

Requests for earned leave shall be made in accordance with the Vacation Article of the agreement.

Temporary/Part-time Employees shall not be eligible for perfect attendance compensation.

### **Shift Differential**

A shift differential of ninety cents (\$.80) per hour will be paid to bargaining unit employees whose regularly schedule shift occurs between 1800-0600. To be eligible the employee must work at least three (3) hours of the applicable shift for at least (50%) of the available hours during the month. Shift differential shall not be paid for work performed as overtime.

### **Hours of Work**

It is understood and agreed to by both parties that the hours of work will be reviewed after one year to determine feasibility by both parties.

This article is intended to set forth the normal work week and work schedule, but shall not be construed as a guarantee of hours of work per day or week or days of work per week.

**Section 1.** The minimal work schedule for Employees working a continuous shift shall commence on July 1st, 2022 and thereafter shall continue using the following schedule, to wit:

- Two (2) consecutive twelve (12) hour workdays, followed by two (2) consecutive days off, followed by one (1) twelve (12) hour day and one (1) six (6) hour day, followed by three (3) consecutive days off, followed by two (2) twelve (12) hour days on and one (1) day off and ending with one (1) six (6) hour day on and three (3) twelve (12) hour days on.
- A repetition of the schedule above.
- The first shift shall be from 0600-1800, while the second shift will be from 1800-0600.
- Scheduled six (6) hour days shall be divided into the front and back half of the respective shift. The front half will be scheduled on days leading up to the three (3) consecutive days off. The back half will be scheduled leading up to the three (3) twelve (12) hour days on.
- No Employee shall be required or ordered to work beyond sixteen (16) hours in any shift.
- The above schedule creates a forty-two (42) hour work week. As a result, every seven (7) day week commencing on Saturday and ending on Friday, each Employee shall be required to take two (2) hours of earned time off (ETO).
  - a. The time off shall be in increments of at least thirty (30) minutes, up to and including two (2) hours. The ETO shall be utilized before any paid leave is granted with the exception of holiday leave.
  - b. If for any reason the Employee is unable to take the full two (2) hours off during a seven (7) day work week, the Employee shall be compensated in accordance with Article 8, Overtime Compensation.
- Employees shall report to their duty assignments and shall remain there until the end of their shifts or until relieved by his/her shift supervisor or acting supervisor.
  - a. Employees unable to report for duty shall notify the employer as soon as possible.
  - b. Employees shall receive, when possible, a thirty (30) minute lunch period and two (2), fifteen (15) minute breaks. The thirty (30) minute lunch period shall be a paid lunch period for continuous shift Employees. When staffing permits, Employees may combine the paid lunch break and the two (2) fifteen (15) minute breaks.
  - c. In the event the Center only has minimum staffing, the Employees may take their break in the break room as time permits. Minimum staffing requirements are determined by the Director. It is understood that the nature of a telecommunicator's work may at times require that no lunch or shortened break periods be taken. 13.

**Section 2.** Day-Light Savings Time:

a. Employees that are affected by Daylight Savings Time shall be paid for actual hours worked. Those Employees so affected by the one (1) hour addition to their regular shift shall work an additional one (1) hour and will be paid at time and one-half (1 ½) for that additional hour.

b. When daylight savings time begins in the spring and the clocks are set one (1) hour ahead, those Employees working a shift so affected by the one (1) hour reduction in their regular work shift shall have a choice of:

- End their shift and use one (1) hour of their vacation or compensatory time; or work stay over onto day shift and work one hour.
- If an Employee takes the shift off, the Employee will be required to utilize twelve (12) hours of vacation or compensatory time in order to meet the forty (40) hour work week.

**Section 3.** All Employees working on the communication floor, regardless of classification, will be placed in an on-call status, in rotation as outlined below

a. On-call status will be assigned on an Employee's three (3) consecutive days off in rotation.

b. On-call status will incur based on a waterfall rotation in order of seniority.

c. Frequency of on-call status will be dependent on the number of people assigned to the Employee's shift.

d. Employees can trade their on-call weeks or give them away if another Employee is willing to accept being on-call in their place. The on-call trade or acceptance agreement form is the responsibility of the Employees to fill out.

e. Prior to the Employee being called in, overtime will be offered to all Employees based on seniority, utilizing a call out list. If no one voluntarily takes the overtime, the on-call person will be notified of the overtime.

f. On-call response time is one (1) hour from the time of notification.

g. Employees placed in an on-call status will be compensated a flat rate of \$5.00 per hour regardless of if the Employee is called in to work or not. If an Employee in on-call status is required to respond to the communication center for work, they are paid either the flat rate fee or overtime pay, whichever of the two is

**Section 4.** In the event there are extenuating circumstances and increased staffing is required, an Employee can be forced from each shift preceding or following the hours the overtime is required, for a maximum four (4) hours. Employees will be notified of these circumstances in a timely manner.

SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_ 2022

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Pottawattamie County Board  
Of Supervisors Chairman

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AFSCME/IA Council 61

**Other Business**

# **David Bayer/Chief Information** **Officer**

**Discussion and/or approval of the following policies:**  
**Website Privacy, Legal & Linking Policy**

## Website Privacy, Legal & Linking Policy

Effective Date: May 10, 2022

Revision Date:

Authorized by: Pottawattamie County Board of Supervisors

If you have questions about the following policy, please email the County's Web Committee at [webcommittee@pottcounty-ia.gov](mailto:webcommittee@pottcounty-ia.gov).

### Purpose

It is the purpose of Pottawattamie County to provide accurate content on its website that will inform County citizens about County services, operations, projects, and special events, and provide information from County officials and personnel. In addition, the website should be used to facilitate the delivery of services provided by Pottawattamie County to its citizens and other customers.

### Public Disclosure

As a government agency, the County is subject to Iowa Public Record laws. Chapter 22 of the Iowa Code governs the Examination of Public Records (Open Records). Any information provided to the County through the County's website may be subject to the same laws as information provided to the County on paper. Therefore, all information collected on the County's website may become public record and subject to inspection by the public, unless exempted by law.

### Privacy

A computer communicates with the Pottawattamie County website using a particular Internet Protocol address (IP). Like most sites, Pottawattamie County can track the user's IP address when visiting the site. The IP address allows Pottawattamie County to track for each user, information such as the IP address, the browser type, and the identity of the user's Internet service provider: however, the IP address does not provide any personally identifiable information and allows the user to remain anonymous. This information helps the County to improve site navigation and to make improvements to the County's website and content.

To the extent that the County website contains or may in the future contain online registration forms for special activities or other services, an applicant may be asked during the application process for name, address, e-mail address, phone number, birth date, or other general or special purpose information needed to complete registration for the specific activity or service.

To the extent that the County website contains or may in the future contain online payment services, the County of Pottawattamie County will collect personal information, such as name, postal address, e-mail address and credit card number should you decide to use an online payment service.

## [Website Disclaimer](#)

The Pottawattamie County website is maintained to provide information to the public. Information found on the County's website has been compiled from a variety of sources and is subject to change at any time and without notice from the County. While every effort is made to keep such information accurate and up to date, Pottawattamie County assumes no liability for damages incurred directly or indirectly because of errors, omissions or discrepancies. The County's Web Committee is responsible for the management and oversight of the County website. Questions or comments concerning information contained in the County of Pottawattamie County website should be directed to [webcommittee@pottcounty-ia.gov](mailto:webcommittee@pottcounty-ia.gov). Comments about the County's website are welcome from any source and are always appreciated.

By using the County website, the user assumes all risks associated with its use, including but not limited to the risk of damage to computer, software, or data by any virus, program, or file, which might be transmitted through the Internet. Under no circumstances shall the County be liable for any damages resulting from the use of the website or any external link. Any potential lawsuit or dispute shall be filed in Pottawattamie County, Iowa.

The opinions expressed in any linked websites are not those of Pottawattamie County, and any questions on other websites should be addressed to the entity sponsoring such site.

## [Permitted External Links](#)

The Pottawattamie County website contains links to other websites as a convenience to the public and does not constitute an endorsement. Pottawattamie County is not responsible for information contained on sites linked from any County page and has not reviewed such for accuracy or legal sufficiency. The County is not responsible for the actions and policies of these linked websites and recommends the privacy policies of each website be reviewed before supplying personally identifiable information.

Pottawattamie County permits the establishment of links to external websites on the County's official website solely in conformance with this policy. In the establishment and maintenance of its official website, the County does not intend in any manner to create a forum or other means by which public disclosure, exchange of opinions, debate, or discussion on issues of any nature may occur. Rather, the sole and limited purpose of this County's website and permitted external links is to provide non-political and/or non-religious information of a factual nature about the County including various services and resources available within and around the County, or as may be available from other government agencies.

## [Links to Pottawattamie County Website](#)

Advance permission to link to the Pottawattamie County website is not necessary. However, be aware that Pottawattamie County subpages (i.e., County departments' pages) may change at



any time without notice. Entities and individuals linking to Pottawattamie County must continuously verify links to our subpages.

Entities and individuals linking to the Pottawattamie County website shall not capture Pottawattamie County website pages within frames, present Pottawattamie County website content as its own, or otherwise misrepresent Pottawattamie County website content or misinform users about the origin or ownership of Pottawattamie County website content. Any link to the County website should be a full forward link that passes the client browser to the Pottawattamie County unencumbered. The Back button should return the visitor to its site if the visitor wishes to back out.

### [Removal of External Link](#)

The Pottawattamie County Board of Supervisors or their designee is authorized to remove any external link at their sole discretion or if the nature of the organization or business to which the link relates no longer complies with this policy; and discontinue an external link at any time if an entity's website provides or promotes false, slanderous, illegal, immoral, offensive, or incorrect information at any time.

### [Notice to County](#)

Communications made through the County's website shall in no way be deemed to constitute legal or official notice to the County, its agencies, officers, employees, representatives, or agents with respect to any existing, pending, or future claim or cause of action against the County or any of its agencies, officers, Employees, representatives, or agents where notice is required by federal, state, or local law. No communication to the County made through the website shall be deemed to constitute legal or official notice for any purpose.

### [Public Notices](#)

When the County places notices of items on its website, such as schedules for upcoming public meetings or hearings, it does so only to facilitate public access to such information, as a supplement to the legally required methods of posting notices.

# David Bayer/Chief Information Officer

**Discussion and/or approval of the following policies:**

**Acceptable Use Policy**

**Title:** Acceptable Use Policy  
**Effective Date:** May 10, 2022  
**Revision Date:**  
**Authorized by:** Pottawattamie County Board of Supervisors

## **1.0 Purpose**

This policy defines the acceptable use of computer systems and networks under the control of Pottawattamie County and its affiliated departments. This policy is designed to protect the Employee and Pottawattamie County computer systems and networks by ensuring appropriate use of resources and equipment. Inappropriate use increases exposure to risks including virus or malware attacks, compromises of computer and network systems, legal issues, and degraded performance.

## **2.0 Scope**

This policy applies to all Employees, contractors, consultants, temporary Employees, and any other workers or guests at Pottawattamie County. This policy applies to all equipment that is owned or leased by Pottawattamie County and its affiliated departments.

## **3.0 Policy**

### **3.1 General Use and Ownership**

1. While Pottawattamie County's network administration desires to provide a reasonable level of privacy, Employees should be aware that any data they create on the corporate system remains the property of Pottawattamie County and therefore remain subject to data disclosure requests and compliance audits. Because the need to protect Pottawattamie County's network, confidentiality of information stored on any network device belonging to Pottawattamie County cannot be guaranteed.
2. The Pottawattamie County Information Security team recommends that any information that an Employee considers sensitive or vulnerable be encrypted.
3. Employees are responsible for exercising good judgement regarding the reasonableness of personal use. Individual departments are responsible for creating additional guidelines concerning personal use of Internet/Extranet/Intranet systems. In absence of such policies, Employees should consult their Supervisor or Department Head.
4. For security and network maintenance purposes, authorized individuals with Pottawattamie County may monitor equipment, systems and/or employee's network traffic, and data usage at any time.
5. Pottawattamie County reserves the right to audit the network and any systems on a periodic basis to ensure compliance with this policy.

### **3.2 Security and Proprietary Information**

1. Keep passwords and user accounts secure, they should not be shared. Authorized users are responsible for the security of their passwords and accounts and any activities that are associated with them.

2. Agree to handle and protect all information stored on a computer or downloaded to portable media or hard copies with appropriate care as to prevent unauthorized disclosure or dissemination of the information.
3. Employees must use extreme caution when opening email attachments or external media devices received from unknown senders or other third parties as they may contain viruses, malware, or other vectors of attack that can compromise security, systems, and protected information.

### **3.3 Unacceptable Use**

The following activities, in general, are prohibited. Some employees and systems may be exempted from these restrictions due to the nature of their legitimate job duties. Under no circumstances is an Employee of Pottawattamie County authorized to engage in any activity that is considered illegal under local, state, federal, or international law while using resources owned or operated by Pottawattamie County.

The following list provides a framework for activities that fall under the unacceptable use category. This list is neither exhaustive nor all-encompassing, any questions regarding on the acceptability of use should be directed to the **INFORMATION TECHNOLOGY DEPARTMENT** for clarification.

### **3.4 Systems and Network Activities**

The following activities are strictly prohibited, with no exceptions:

1. Usage of information resources must not constitute a conflict of interest. Personal business or use for personal gain constitutes a conflict of interest.
2. Using information resources in a manner that jeopardizes the confidentiality, integrity, or availability of Pottawattamie County information resources.
3. Any form of harassment, nuisance or spam, or other malicious activities while using Pottawattamie County's systems, resources, or intellectual properties.
4. Using non-Pottawattamie County owned, leased, or authorized equipment to store, process, or transmit non-public information.
5. Providing lists of Pottawattamie County systems, networks, or users and employees to parties outside of Pottawattamie County for purposes other than legitimate business necessity.
6. Revealing your passwords to others or allowing use of your accounts by others. This includes family and other household members when working remotely.
7. Circumventing user authorization or security of any host or system, network, or account; cloning, spoofing, or bypassing any smart cards, proximity cards, or any other means of alternative forms of authentication.
8. Accessing, or attempted access, of any system or information that is not intended for your use or accessibility.
9. Port scanning, security scanning, network monitoring which will intercept data not intended for the Employee's workstation, vulnerability and penetration testing is expressly prohibited unless prior notification has been given to, and approval requested from, the Pottawattamie County Information Security team.
10. Violations of any trademark, copyright, trade secret, patent, or any other intellectual property rights. This includes uploading, downloading, distributing, and/or installing any product or

software that are not appropriately licensed or have formalized agreements with Pottawattamie County.

11. Establishing shadow networks, infrastructure, or rogue wireless access points to bypass or extend the Pottawattamie County network beyond the management of the appropriate agencies control.
12. Introduction of malicious programs into the network or servers, such as viruses, malware, trojan horses, etc.
13. Installation of any software that has not been pre-approved and scanned for viruses or malicious payloads is strictly prohibited.
14. This list is not exhaustive. If you have any questions about an activity, please contact your Supervisor or Department Head.

#### **4.0 Non-compliance and Enforcement**

Violations of this county policy puts the County at risk for regulatory fines or loss of system access. Additionally, violating this policy may put the County information systems at risk for data loss or compromise.

Pottawattamie County reserves the right to restrict systems and users access to network resources upon discovery of security incidents or breaches, behavior that is affecting the network availability and stability, or any other events that put resources in jeopardy and will work with the appropriate departments regarding a permanent response.

Any user who knowingly violates these policies will be subject to disciplinary action following the *Pottawattamie County Employee Handbook* guidelines.

**Tim Wichman/ Chairman, Board of**  
**Supervisors**

**Discussion and/or decision on Public  
Relations position.**

**Received/Filed**

# Public Comments



## **BUDGET SESSION**

**Discussion only**