DAS

Routing/Review Approval of Personnel Settlement Agreement

Please sign/date where indicated below noting the approval or denial of the attached proposed Personnel Settlement Agreement. ***After signing, please return to the attention of DAS-Communications in the Hoover Building for routing/final distribution.*** *If "denied," please return to DAS-Communications.*

In the matter of: SHELLI TOBIS AFSCME No. # 129054 / DAS No. #16-0001

LRT Staff: Nathan Reckman

Agency/Department: Iowa Workforce Development

Director's Printed Name: Beth Townsend

Director's Signature: Beth Townsend

Date: 10-31-16 Approve: ☑ Deny: ☐

Department of Administrative Services

Director's Printed Name: Janet E. Phipps

Director's Signature: Janet E. Phipps

Date: 11/09/2016 Approve: ☑ Deny: ☐

Department of Management

Director's Printed Name: David Roederer

Director's Signature: David Roederer

Date: 11/15/16 Approve: ☑ Deny: ☐

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

Reviewer's Signature:

Date: 11/21/16 Reviewed: ☒ Redacted: ☐

STATE OF IOWA
AND
AFSCME Iowa Council 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Iowa Workforce Development, hereinafter the State, and the AFSCME Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by **Shelli Tobis**, hereinafter the Grievant, **AFSCME No. 129054/DAS No. 16-0001**, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2015-2017 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was issued a ten (10) day suspension and final warning on or about June 24, 2015. The parties have agreed to the following:

1. The ten (10) day suspension and final warning shall be removed from Grievant's personnel file and replaced with this Agreement, which shall constitute a reduction of the ten (10) day suspension and final warning to a five (5) day suspension for purposes of Grievant's disciplinary record.
2. As a result of the reduction described in paragraph one (1) of this Agreement, the Grievant shall be reimbursed sixteen (16) hours of pay and accruals at the rate earned on June 24, 2015, subject to all requisite payroll deductions.
3. As this Settlement Agreement contemplates payment of back wages across fiscal years, the parties acknowledge that the payment requires approval by the State Appeal Board pursuant to IAC 11-53.4(7)(a).
4. In consideration of the foregoing, the Union withdraws the above referenced grievance.
5. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
6. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.
7. This Settlement Agreement is subject to Open Records and is available for public inspection and copying.
8. This Settlement Agreement is not binding until completely approved in accordance with Executive Order 85.

APPROVED AS TO FORM

FOR THE STATE:

10/21/16
Nathan Reckman — Date
Labor Relations Attorney
Iowa Department of Administrative Services

10/24/16
Cathy Ross — Date
Iowa Workforce Development

FOR THE UNION:

10/21/2016
Matt Butler — Date
AFSCME Council 61 Staff Representative

10/21/2016
Shelli Tobis — Date
Grievant

Iowa Department of Administrative Services

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Governor Terry E. Branstad
Lt. Governor Kim Reynolds
Janet Phipps, Director

Routing/Review Approval of Personnel Settlement Agreement

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In the matter of: Berton Armstead IDAS #13-0298/AFSCME # 95162

LRT Staff: Jeffrey Edgar

Agency/Department: Department of Human Services

Director's Printed Name: Charles Palmer

Director's Signature: [signature]

Date: 8-26-16 Approve: ☒ Deny: ☐

Department of Administrative Services

Director's Printed Name: Janet E. Phipps

Director's Signature: [signature]

Date: 08/29/2016 Approve: ☒ Deny: ☐

Department of Management

Director's Printed Name: David Roederer

Director's Signature: [signature]

Date: 8/30/16 Approve: ☒ Deny: ☐

Office of the Attorney General

Reviewed by (Print Name): Jack Thompson

Reviewer's Signature: [signature]

Date: 8/30/16 Reviewed: ☒ Redacted: ☐

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Human Services, Independence Mental Health Institute, hereinafter the State, and the AFSCME Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance(s) filed by **Berton Armstead**, hereinafter the Grievant, **AFSCME No. 95162/DAS No. 13-0298**, that alleged a violation of Articles VIII and IX of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was allegedly not paid overtime correctly. The parties have agreed to the following:

1. Grievant will be paid one-half (.5) hour straight time pay at the rate he was earning during the pay period beginning November 23, 2012.
2. In consideration of the foregoing, the Union withdraws the above referenced grievance.
3. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
4. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.
5. This Settlement Agreement is subject to Open Records and is available for public inspection and copying.
6. This Settlement Agreement is not binding until completely approved in accordance with Executive Order 85.

FOR THE STATE:

APPROVED AS TO FORM

8/23/16
Jeff Edgar — Date
Labor Relations Specialist
Iowa Department of Administrative Services

8/23/2016
Rick Shults — Date
Department of Human Services

FOR THE UNION:

8/12/16
Robin White — Date
Staff Representative

Iowa Department of Administrative Services

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Lt. Governor Kim Reynolds
Janet Phipps, Director

Routing/Review Approval of Personnel Settlement Agreement

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In the matter of: Sue Vogel Group IDAS #15-0026/AFSCME # 95362

LRT Staff: Jeffrey Edgar

Agency/Department: Department of Human Services

Director's Printed Name: Charles Palmer

Director's Signature: C M Palmer

Date: 8-26-16 Approve: ☒ Deny: ☐

Department of Administrative Services

Director's Printed Name: Janet E. Phipps

Director's Signature: Janet E Phipps

Date: 08/29/2016 Approve: ☒ Deny: ☐

Department of Management

Director's Printed Name: David Roederer

Director's Signature: David Roederer

Date: 8/30/16 Approve: ☒ Deny: ☐

Office of the Attorney General

Reviewed by (Print Name): Jedd Thompson

Reviewer's Signature:

Date: 8/30/16 Reviewed: ☒ Redacted: ☐

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Human Services, Independence Mental Health Institute, hereinafter the State, and the AFSCME Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance(s) filed by **Sue Vogel Group**, hereinafter the Grievants, **AFSCME No. 95362/DAS No. 15-0026**, that alleged a violation of Articles VII, Sections 2(A) and 6(H) of the 2013-2015 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which management allegedly did not post an opening within the Employing Unit. The parties have agreed to the following:

1. Management will post all openings within the Employing Unit for a period of five work days to allow employees to file a written request to be considered for the vacancy.
2. In consideration of the foregoing, the Union withdraws the above referenced grievance.
3. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
4. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.
5. This Settlement Agreement is subject to Open Records and is available for public inspection and copying.
6. This Settlement Agreement is not binding until completely approved in accordance with Executive Order 85.

FOR THE STATE:

APPROVED AS TO FORM

8/23/16
Jeff Edgar — Date
Labor Relations Specialist
Iowa Department of Administrative Services

8/23/2016
Rick Shults — Date
Department of Human Services

FOR THE UNION:

8/12/16
Robin White — Date
Staff Representative

Iowa Department of Administrative Services

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Governor Terry E. Branstad
Lt. Governor Kim Reynolds
Janet Phipps, Director

Routing/Review Approval of Personnel Settlement Agreement

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In the matter of: **Cody Kinney IDAS #14-0503/AFSCME # 121166**

LRT Staff: Tamara Knight

Agency/Department: Department of Human Services

Director's Printed Name: Charles Palmer

Director's Signature: C. M. Palmer

Date: 8-16-16 Approve: ☑ Deny: ☐

Department of Administrative Services

Director's Printed Name: Janet E. Phipps

Director's Signature: Janet E. Phipps

Date: 08/16/2016 Approve: ☑ Deny: ☐

Department of Management

Director's Printed Name: David Roederer

Director's Signature: David Roederer

Date: 8/19/16 Approve: ☒ Deny: ☐

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

Reviewer's Signature: [illegible]

Date: 8/19/16 Reviewed: ☒ Redacted: ☐

STATE OF IOWA
AND
AFSCME Iowa Council 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and **the Department of Human Services (Glenwood Resource Center)**, hereinafter the State, and **AFSCME Iowa Council 61**, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by **Cody Kinney**, hereinafter the Grievant, **IDAS# 14-0503; AFSCME # 121166; PERB # 15-GA-101** that alleged a violation of Article IV, Section 11 (Discipline and Discharge) of the 2013 – 2015 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was terminated from employment on or about April 10, 2014. The parties have agreed to the following:

1. The grievant shall return to employment at the Glenwood Resource Center(GRC) subject to the following:
    a. Grievant shall be employed as a Trades Helper with no probationary period.
    b. Grievant shall be employed at the rate of $19.25 per hour.
    c. Grievant is eligible to seek other positions subject to the following restrictions:
        i. any positions sought by the Grievant at GRC shall not have any direct client contact;
        ii. any positions with the Department of Human Services is subject to agency review regarding direct client contact limitations to ensure Grievant can successful comply with the restrictions of the Agency for that position;
        iii. there is no limitation on positions with other state agencies based on the direct client contact restrictions of DHS.
    d. Grievant must complete all necessary paperwork and pass the full background check required for the position.
    e. Grievant shall receive back pay less all applicable federal and state income taxes, social security taxes (FICA), the employee share of IPERS contributions, and interim earnings or unemployment for the time period of November 1, 2014 through the date the grievant returns to work.
    f. The parties agree the grievant shall have his sick leave balance restored to the balance as of the date of termination and shall receive sick leave accruals

computed from November 1, 2014 through the date the grievant returns to work.

g. The parties agree the grievant shall receive vacation accruals computed from November 1, 2014 through the date the grievant returns to work.

h. The grievant's seniority date shall be restored to the date 11/30/09.

i. In consideration of the foregoing, the Union hereby withdraws the above referenced grievance.

j. The specific terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any grievance, arbitration or litigation or other proceedings in the future.

k. This settlement agreement is subject to Iowa's Open Records law and is available for public inspection and copying.

l. This settlement is not binding until completely approved in accordance with Executive Order 85.

APPROVED AS TO FORM

FOR THE STATE:

8/9/16

Tamara Knight — Date
Labor Relations Attorney
Iowa Department of Administrative Services

8/9/2016

Rick Shults — Date
Department of Human Services

FOR THE GRIEVANT:

8-8-2016

Cody Kinney — Date
Grievant

8/8/16

Julie Dake Abel, Representative — Date
AFSCME Council 61

Iowa Department of Administrative Services

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Governor Terry E. Branstad
Lt. Governor Kim Reynolds
Janel Phipps, Director

DAS

Routing/Review Approval of Personnel Settlement Agreement

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In the matter of: **SPOC GROUP AFSCME#s 15-0599, 15-0600 and 15-0601**

LRT Staff: Jeffrey Edgar

Agency/Department: Iowa Department of Public Safety

Director's Printed Name: Roxanne Ryan

Director's Signature: [signature]

Date: 7-15-16 Approve: ☒ Deny: ☐

Department of Administrative Services

Director's Printed Name: Janet E. Phipps

Director's Signature: [signature]

Date: 7/15/2016 Approve: ☑ Deny: ☐

Department of Management

Director's Printed Name: David Roederer

Director's Signature: [signature]

Date: 7/21/16 Approve: ☒ Deny: ☐

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

Reviewer's Signature: [signature]

Date: 7/26/16 Reviewed: ☒ Redacted: ☐

STATE OF IOWA
AND
STATE POLICE OFFICERS COUNCIL

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resource Enterprise, and the Iowa Department of Public Safety (collectively the "State"), and the State Police Officers Council ("Union"), enter into the following Agreement in full and final resolution of the following grievances filed by the Union and several members of the Union regarding the calculation of Holiday Pay for Troopers ("Grievants"), identified as State grievance **IDAS Nos. 15-0599, 15-0600, and 15-0601**, which allege violations of the 2015-2017 Collective Bargaining Agreement ("CBA") between the parties.

This settlement arises from the calculation of Grievants' compensatory holiday time off ("holiday comp time") for various holidays from 2003 to the present. During the course of these grievances, it was determined there were various instances where holiday comp time was miscalculated. The Union was advised that as of August 2015, the State had gone back to Veterans Day, 2014, and for all holidays occurring on or after that date made proper calculations and corrected employees' holiday comp time balances.

In full and final resolution of the above-referenced grievances, the parties agree to the following terms of settlement:

1. The State hereby attests that all Union employees whose holiday comp time was miscalculated have had their holiday comp time balances correctly adjusted.

2. The State shall provide Union with a list of members whose holiday comp time was adjusted to correct any miscalculation along with the following information: (A) the amount that each employee's holiday comp time was adjusted; and (B) the date of the adjustment.

3. Any employee who has had an adjustment to their holiday comp bank shall have until December 31, 2016, to utilize the compensatory time added to the holiday comp time bank.

4. The Department of Public Safety hereby confirms that it has already instituted safeguards to assure that holiday comp time is calculated correctly going forward.

5. In consideration of the foregoing, the Union shall withdraw the above-identified grievances.

6. This agreement is executed by the parties as a good faith settlement of all issues arising from the facts alleged in all grievance(s) referenced herein. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievants' claims in this grievance.

7. This settlement agreement is subject to Iowa's Open Records law and is available for public inspection and copying.

8. This Settlement Agreement is not binding until completely approved in accordance with Executive Order 85.

FOR THE STATE

7/7/16

Jeffrey R. Edgar Date
Labor Relations
Department of Administrative Services

7-5-16

Roxanne Ryan Date
Commissioner
Iowa Department of Public Safety

FOR THE UNION

6/27/16

Sue Brown Date
General Counsel
State Police Officers Council

6-27-16

Jason Bardsley Date
President
State Police Officers Council