Service • Efficiency • Value

Janet Phipps, Director

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.** lf "denied," please return to DAS-Communications.

In the matter of: Christian Boyer	AFSCME# 130167/DAS#	¥ 17-0277
LRT Staff: Nathan Reckman		
Agency/Department: Department of Co	rrections	
Director's Printed Name: Jerry Bartruff		/
Director's Signature:	C/ula Jah //	
Date: 6-5-17	Approve:	Deny:
Department of Administrative Services	s	1
Director's Printed Name: Janet E. Phip	ps .	
Director's Signature:	Ethyp	
Date: 06/05/2017	Approve:	Deny:
Department of Management		
Director's Printed Name: David Roeder	rer	
Director's Signature:	Presdel	
Date: 6/2/17	Approve:	Deny:
Office of the Attorney General		7
Reviewed by (Print Name):		· · · · · · · · · · · · · · · · · · ·
Reviewer's Signature:	e fa hor	
Date: 6/12 (17	Reviewed:	Redacted:

STATE OF IOWA AND AFSCME lowa 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 on behalf of Christian Boyer, hereinafter the Grievani, AFSCME No. 130167/DAS No. 17-0277, that alleged a violation of Aftiele 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 one (4) day suspension on or about January 5, 2017. The parties have agreed to the following:

- 1. The one (1) day suspension shall be removed from Grievant's personnel file and replaced with this Agreement, which shall constitute a reduction of the one (1) day suspension to a written reprimend for purposes of Grievant's disciplinary record.

 2. The Grievant shall not receive any back pay or accruals as a result of the reduction described in
- paragraph one (1) of this Agreement.
- 3. In consideration of the foregoing, the Union withdraws the above referenced grievance,
- 4. 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 prievance.
- 5. The terms of this Seltlement 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, illigation or other proceedings in the future
- 6. This Agreement shall be made accessible to the public on an internet site maintained by the Department of Administrative Services.
- 7. This Agreement is not binding until completely approved in accordance with 2017 lowa Acts, House File 291, section 51.

APPROVED AS TO FORM FOR THE STATE: FOR THE UNION: Valhan Reckman alsoM fedrin Labor Relations Attorney AFSCME Council 61 Staff Representative lowa Department of Administrative Services Patti Wachtendorf Christian Boyer Iowa State Penitentiary Grievant

Governor Terry E. Branstad Lt. Governor Kim Reynolds

Janet Phipps, Director

Service • Efficiency • Value

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.

n the matter of: Adam Derr AFSCME# 130166/DAS# 17-0278
RT Staff: Nathan Reckman
Agency/Department: Department of Corrections
Director's Printed Name: Jerry Bartruff
Director's Signature:
Date: Approve: Deny:
Department of Administrative Services
Director's Printed Name: Janet E. Phipps
Director's Signature:
Date: 06/05/2017 Approve: Deny:
Department of Management
Director's Printed Name: David Roederer
Director's Signature:
Date: 6/2/17 Approve: Deny:
Office of the Attorney General
Reviewed by (Print Name):
Reviewer's Signature:
Pate: 6/12/17 Reviewed: Redacted:

STATE OF IOWA AND AFSCME lowa 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 on behalf of Adam Derr, hereinafter the Grievant, AFSCME No. 130166/DAS No. 17-0278, 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 one (1) day suspension on or about January 5, 2017. The parties have agreed to the following:

- The one (1) day suspension shall be removed from Grievant's personnel file and replaced with this
 Agreement, which shall constitute a reduction of the one (1) day suspension to a written reprimand for
 purposes of Grievant's disciplinary record.
- 2. The Grievant shall not receive any back pay or accruais as a result of the reduction described in paragraph one (1) of this Agreement.
- 3. In consideration of the foregoing, the Union withdraws the above referenced grievance.
- 4. 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 abtion addressed and arising from the Grievart's claims in this grievance.
- 5. The terms of this 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.
- This Agreement shall be made accessible to the public on an internet site maintained by the Department
 of Administrative Services.
- 7. This Agreement is not binding until completely approved in accordance with 2017 lowa Acts, House File 201, section 61.

APPROVED AS TO FORM

Service • Efficiency • Value

Janet Phipps, Director

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.** ff"denied." please return to DAS-Communications.

In the matter of:	Ryan Zenor Group	DAS No. #17-0034	SPOC
LRT Staff: Kathryn	Greenfield		
Agency/Departmen	t: Iowa Department of F	Public Safety	
Director's Printed Na	me: Commissioner Ro	xann Ryan	
Director's Signature:	(Nim	Man	-
Date: <u>02/21/2</u> 0	17	Approve:	Deny:
Department of Adm	inistrative Services		
Director's Printed Na	me: Janet E. Phipps	- 0	•
Director's Signature:	A	16 thip	pr
Date: 02/22	12017	Approve:	Deny:
Department of Man	agement		
Director's Printed Na	me: David Roederer		
Director's Signature:	steered	Tecorer	
Date: 02/23/20	717	Approve:	Deny:
Office of the Attorn	ey General		
Reviewed by (Print N	ame): Jellygy,	Thampson	
Reviewer's Signature	· _ Chall	SI	
Date: 2/23/17	///	Reviewed:	Redacted:

STATE OF IOWA AND STATE POLICE OFFICERS COUNCIL

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Public Safety, hereinafter the State, and the State Police Officers Council, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by **Ryan Zenor Group** hereinafter the Grievant, **DAS No. 17-0034**; that alleged a violation of Article IX, Section 1 (Wages and Fringe Benefits) of the 2015-2017 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was promoted to a Trooper 3 and had his eligibility date changed on or about May 20, 2016. The parties have agreed to the following:

- 1. The individuals identified in Exhibit A, attached, will have their original eligibility dates restored.
- 2. Pursuant to Article IV, Section 5 (Retroactivity), and as a result of the restoration of their eligibility date as set forth in paragraph 1, Grievants identified in Exhibit A will receive back wages subject to all applicable 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. Employees promoting to Trooper 3 or Senior Trooper Pilot from July 2, 2016 to June 30, 2017 will receive a 2% increase upon promotion to Pay Grade 79 or Pay Grade 80, respectively, and the employees' increase eligibility dates will not be reset at that time.
- 5. In consideration of the foregoing, the Union withdraws the above referenced grievance.
- 6. 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.
- 7. 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.
- 8. This Settlement Agreement is subject to Open Records and is available for public inspection and copying.
- This Settlement Agreement is not binding until completely approved in accordance with Executive Order 85.

APPROVED AS TO FORM

FOR THE STATE:

FOR THE UNION:

SPOC General Counsel

Kathryn Greenfield

Date

Sue Brown

Date

Labor Relations Attorney

Iowa Department of Administrative Services

Roxann Ryan

Commissioner

Iowa Department of Public Safety

EXHIBIT A

Employee Eligibility Date Restored

Ryan Everett June 7 Karen Yaneff April 12 January 4 Luke Valenta Eric Vanderwiel June 6 Tyson Underwood May 6 Ryan Zenor June 17 Michael Clyde November 4 Ben Erwin November 4

Christopher Forsyth June 7
Cody Frank November 4
Christopher Starrett June 7
Jonathan Salesberry April 7
Tim Koso June 2

Matt Eimers December 30

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Janet Phipps, Director

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.** f 'denied," please return to DAS-Communications.

In the matter of:	SHELLI TOBIS	AFSCME No. # 129054 / [OAS No. #16-0001
LRT Staff: Nathan R	eckman		
Agency/Departmen	t: Iowa Workforce	Development	
Director's Printed Na	me: Beth Townse	end	
Director's Signature:	Set	2)0 0	
Date: <u>10-31-1</u>	<u></u>	Approve:	Deny:
Department of Adm	inistrative Servic	ces	6)
Director's Printed Na	me: Janet E. Ph	ipps .	
Director's Signature: Date: /// 09/2	016	Approve:	Deny:
Department of Man	agement		
Director's Printed Na	me: David Roed	lerer	
:Director's Signature ر چے ہ	- Pageres	The state of the s	<u>-</u>
Date:	16	Approve:	Deny:
Office of the Attorn	ey General	No.	
Reviewed by (Print N	lame):	for Thompsin	
Reviewer's Signature	e:	4 Sty	
Date: LI/ZI/K		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.
- 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.
- 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 1153.4(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.
- This Settlement Agreement is not binding until completely approved in accordance with Executive Order 85.

APPROVED AS TO FORM

FOR THE STATE:

| Cathy Ross | Date | Cathy Ross | Date |



Iowa Department of Administrative Services

Governor Terry E. Branstad Lt. Governor Kim Reynolds

Janet Phipps, Director

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: Berton Armstead IDAS	#13-0298/AFSCME	# 95162
LRT Staff: Jeffrey Edgar		
Agency/Department: Department of Human	Services	
Director's Printed Name: Charles Palmer	1/	
Director's Signature:	Imer	
Date: 8-26-16	Approve:	Deny:
Department of Administrative Services		
Director's Printed Name; Janet E. Phipps	· ^	
Director's Signature:	theppr'	
Date: 08 29/2016	Approve:	Deny:
Department of Management		
Ďirector's Printed Name; David Roederer	_	
Director's Signature:	fred o	
Date: 3/30/16	Approve;	Deny:
Office of the Attorney General	`	
Reviewed by (Print Name):	MASUN	
Reviewer's Signature:	and the same of th	
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.

8/23/201C

FOR THE STATE:

FOR THE UNION:

APPROVED AS TO FORM

Labor Relations Specialist

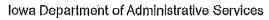
Iowa Department of Administrative Services

NODIII VVIING

Staff Representative

Rick Shults

Department of Human Services



Service · Efficiency · Value

Janel Phipps, Director

Routing/Review Approval of Personnel Settlement Agreement

Please sign/date where indicated below noting the approval or dental 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.** [f"dental: "dental: lift" dental: lift" dental: lift return to DAS-Communications.

In the matter of: Sue Vogel Group IDAS #15-0026/AFSCIME # 95362		
LRT Staff: Jeffrey Edgar		
Agency/Department: Department of Human	ı Services	
Director's Printed Name: Charles Palmer		4
Director's Signature; <u> </u>	9/mV	
Date: 8-26-16	Approve: 🗷	Deny:
Department of Administrative Services		
Director's Printed Name: Janet E, Phipps	<i>\(\)</i>	
Director's Signature:	Llup	
Director's Signature: The TS Date: 08/29/2016	Approve:	Deny:
Department of Management		
Director's Printed Namé: David Roederer		
Director's Signature:	Jooks	Pre
Date: 3/30/16	Approve:	Deny:
Office of the Attorney General	(
Reviewed by (Print Name);	CAPSUN	·············
Reviewer's Signature;	The state of the s	4
Date: 8/36/16	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.

8/23/2016

FOR THE STATE:

APPROVED AS TO FORM

Labor Relations Specialist

Iowa Department of Administrative Services

FOR THE UNION:

Staff Representative

Department of Human Services

Rick Shults



Iowa Department of Administrative Services

Governor Terry E. Branslad Lt. Governor Kim Reynolds

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Janet Phipps, Director

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.** lf "denied." please return to DAS-Communications.

In the matter of: Cody Kinney IDAS #14-0503/AFSCME # 121166			
LRT Staff: Tamara Knight	4		
Agency/Department: Department of Human Services			
Director's Printed Name: Charles Palmer	1		
Director's Signature:			
Date: 8-16-16	Approve:	Deny:	
Department of Administrative Services			
Director's Printed Name: Janet E. Phipps	0		
Director's Signature:	Elipyr		
Date: 08/16/2016	Approve:	Deny:	
Department of Management	2		
Director's Printed Name: David Roederer			
Director's Signature:	To dere		
Date: 8/19/16	Approve:	Deny:	
Office of the Attorney General	`		
Reviewed by (Print Name):	hompson		
Reviewer's Signature:	<u> </u>		
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 lowa's Open Records law and is available for public inspection and copying.
- I. This settlement is not binding until completely approved in accordance with Executive Order 85.

Grievant

APPROVED AS TO FORM

FOR THE STATE:

FOR THE GRIEVANT:

Labor Relations Attorney

Department of Human Services

Rick Shults

Iowa Department of Administrative Services

Julie Dake Abel, Representative Date

AFSCME Council 61

lowa Department of Administrative Services

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Janet Phipps, Director

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.

n the matter of:	SPOC GROUP	AFSCME#s 15-0599, 15-0)600 and 15-0601
_RT Staff: Jeffrey E	dgar		
Agency/Departmen	t: Iowa Departmer	nt of Public Safety	
Director's Printed Na	me: Roxanne-Ry	ran (
Director's Signature:	(SUM)	m/hyfyan/	
Date: <u>7-/5-/4</u>		Approve:	Deny:
Department of Adm	ninistrative Servi	ces	
Director's Printed Na	- Ju	nipps IE Phym	
Date: 7/15/20	016	Approve:	Deny:
Department of Mar	agement	•	
Director's Printed Na Director's Signature		derer	
Date: 7/21		Approve:	Deny:
Office of the Attori		· · · · · · · · · · · · · · · · · · ·	
Reviewed by (Print		46 kompson	
Reviewer's Signatur	A	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:

- The State hereby attests that all Union employees whose holiday comp time was miscalculated have had their holiday comp time balances correctly adjusted.
- 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.
- 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.
- The Department of Public Safety hereby confirms that it has already instituted safeguards to assure that holiday comp time is calculated correctly going forward.
- 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.
- This settlement agreement is subject to lowa'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

Jeffrey R. Edgar

Labor Relations

Department of Administrative Services

Roxanne Ryan Date Commissioner Iowa Department of Public Safety

General Counsel State Police Officers Council

President

State Police Officers Council