



STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Iowa Veterans Home (IVH) hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Rebecca Gimzo, hereinafter Grievant, AFSCME No. 123513/DAS No. 13-0161, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2013-2015 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant received a five day suspension from employment on August 30, 2013.

The parties have agreed to the following:

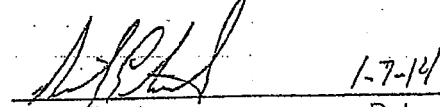
1. Should the Grievant not incur any further discipline for a period of eighteen (18) months from the date of issuance of the discipline referred to herein (August 30, 2013), the five day suspension will be reduced to a one (1) day disciplinary suspension.
2. Grievant shall receive no back pay even if the discipline is reduced per paragraph 1 herein.
3. In consideration of the foregoing, the Union will withdraw 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 grievance.
5. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter and will be kept confidential to the extent allowable by Iowa law. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

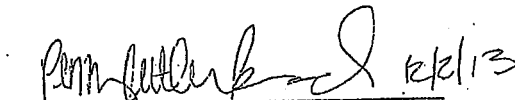
  
Neil A. Barrick 1/7/14

Neil A. Barrick Date  
Labor Relations Specialist  
DAS

FOR THE UNION

  
Rick Ellander 1-7-14

Rick Ellander Date  
Staff Representative  
AFSCME Iowa Council 61

  
Penny Cutler-Bermudez 12/1/13

Penny Cutler-Bermudez Date  
Iowa Veterans Home

  
Rebecca Gimzo 11/26/13

Rebecca Gimzo Date  
Grievant

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

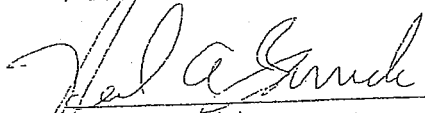
The State of Iowa, Department of Administrative Services and the Iowa Veterans Home (IVH) hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Angie Branan, hereinafter Grievant, AFSCME No. 123202/DAS No. 14-0140, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2013-2015 Collective Bargaining Agreement between the parties.

~~This settlement arose out of a situation in which the Grievant received a three day suspension from employment on September 6, 2013.~~


The parties have agreed to the following:

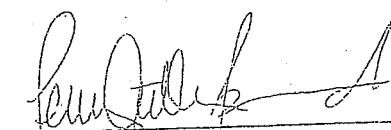
1. [REDACTED] the three day suspension will be reduced to a one (1) day disciplinary suspension, with no back pay.
2. [REDACTED] the one day suspension will be dismissed from Grievant's personnel file, with no back pay.
3. In consideration of the foregoing, the Union will withdraw the above referenced 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 grievance.
5. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter and will be kept confidential to the extent allowable by Iowa law. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

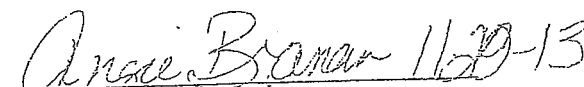
FOR THE STATE

  
Neil A. Barrick  
Labor Relations Specialist  
DAS  
Date 1/7/14

FOR THE UNION

  
Rick Eilander  
Staff Representative  
AFSCME Iowa Council 61  
Date 1-7-14

  
Penny Cutler-Bermudez  
Iowa Veterans Home  
Date

  
Angie Branan  
Grievant  
Date 11-29-13

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

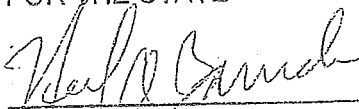
The State of Iowa, Department of Administrative Services and the Department of Administrative Services/General Services Enterprise (DAS/GSE) hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Craig Banker, hereinafter Grievant, AFSCME No. 118837/DAS No. 14-0141, that alleged a violation of Article IV, Section 9 (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 issued a ten day suspension from employment on September 18, 2013.

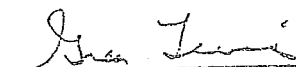
The parties have agreed to the following:


1. The ten day suspension will be reduced to a seven day suspension. Grievant will receive three days back pay.
2. The seven day suspension will be further reduced to a five day suspension, without additional back pay [REDACTED]  
[REDACTED] (This does not include conduct subject to discipline/grievance in AFSCME 100684/IDAS 14-0254)
3. In consideration of the foregoing, the Union will withdraw 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 grievance.
5. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter and will be kept confidential to the extent allowable by Iowa law. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

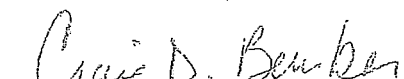
FOR THE STATE

  
Neil A. Barrick  
Labor Relations Specialist  
DAS  
Date 2/11/14

FOR THE UNION

  
Greg Lewis  
Staff Representative  
AFSCME Iowa Council 61  
Date 2/10/14

  
Tim Ryburn  
DAS/GSE  
Date 2/13/14

  
Craig Banker  
Grievant  
Date 1/16/14

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

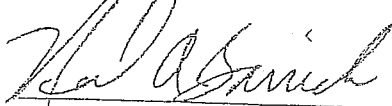
The State of Iowa, Department of Administrative Services and the Iowa Veterans Home (IVH) hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Heidi Tuttle, hereinafter Grievant, AFSCME No. 72449/DAS No. 14-0001, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a one day paper suspension on June 20, 2013.

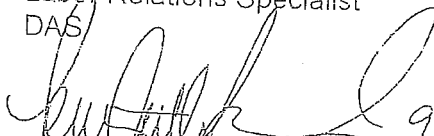
The parties have agreed to the following:

1. Should the Grievant not incur any [REDACTED] for the six month period commencing September 1, 2013, the suspension at issue will be reduced to a written reprimand.
2. Should the Grievant incur no [REDACTED] for an additional six month period commencing February 1, 2014, the written reprimand will be removed from Grievant's personnel file and disciplinary record.
3. Should Grievant incur any disciplinary action during this one year period, the provisions of No. 1 and/or No. 2 herein will no longer be in effect from the point of imposition of the discipline forward.
4. In consideration of the foregoing, the Union will withdraw 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 and will be kept confidential to the extent allowable by Iowa law. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

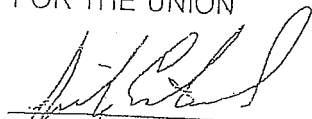
  
Neil A. Barrick  
Date 9/3/12

Labor Relations Specialist  
DAS

  
Penny Outler-Bermudez  
Date 9/3/12

Iowa Veterans Home

FOR THE UNION

  
Rick Zlander  
Date 9-3-13

Staff Representative  
AFSCME Iowa Council 61

  
Heidi Tuttle  
Date 8-29-13

Grievant

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
  
SETTLEMENT AGREEMENT


The State of Iowa, Department of Administrative Services and the Iowa Veterans Home (IVH) hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Laurie Bond, hereinafter Grievant, AFSCME No. 123474/DAS No. 14-0061, that alleged a violation of Article IV, Section 9 (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 issued a written reprimand on July 2, 2013.

The parties have agreed to the following:

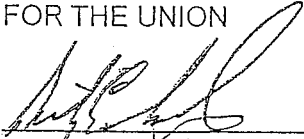
1. Should the Grievant receive no discipline for a six month period, commencing July 3, 2013 the written reprimand will be removed from her file.
2. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
3. This agreement is a good faith settlement of all issues arising 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 and will be kept confidential to the extent allowable by Iowa law. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

  
\_\_\_\_\_  
Neil A. Barrick                      1/7/14  
Labor Relations Specialist                      Date  
DAS

  
\_\_\_\_\_  
Penny Cutler-Bermudez                      1/7/14  
Iowa Veterans Home                      Date

FOR THE UNION

  
\_\_\_\_\_  
Rick Eilander                      1-7-14  
Staff Representative                      Date  
AFSCME Iowa Council 61

~~Laurie Bond~~                      \_\_\_\_\_                      Date  
~~Grievant~~

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Iowa Veterans Home (IVH) hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by ~~Laura Bond~~ <sup>Tiffany Taylor</sup>, hereinafter Grievant, AFSCME No. 123467/DAS No. 14-0062, that alleged a violation of Article IV, Section 9 (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 issued a written reprimand on July 2, 2013.

The parties have agreed to the following:

1. Should the Grievant receive no discipline for a six month period, commencing July 3, 2013 the written reprimand will be removed from her file.
2. In consideration of the foregoing, the Union will withdraw 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 and will be kept confidential to the extent allowable by Iowa law. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

 1/7/14

Neil A. Barrick Date  
Labor Relations Specialist  
DAS

FOR THE UNION

 1-7-14

Rick Eilander Date  
Staff Representative  
AFSCME Iowa Council 61

 1/7/14

Penny Cutler-Behmudez Date  
Iowa Veterans Home

 Date  
Grievant

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Iowa Veterans Home (IVH) hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Stacy Reisinger-Thran, hereinafter Grievant, AFSCME No. 123200/DAS No. 14-0092, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a five day suspension on July 31, 2013.

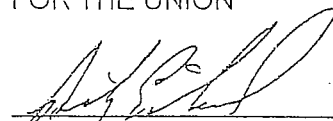
The parties have agreed to the following:

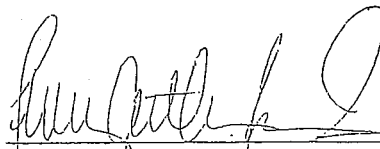
1. Should the Grievant not receive any discipline before September 4, 2014, the five day suspension will be removed from Grievant's file.
2. Grievant will not receive any back pay should the suspension be removed from her file.
3. In consideration of the foregoing, the Union will withdraw the above referenced 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 grievance.
5. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter and will be kept confidential to the extent allowable by Iowa law. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.


FOR THE STATE

  
Neil A. Barrick                      10-7-13  
Date  
Labor Relations Specialist  
DAS

FOR THE UNION

  
Rick Elander                      10-7-13  
Date  
Staff Representative  
AFSCME Iowa Council 61

  
Penny Culler-Bermudez                      10/7/13  
Date  
Iowa Veterans Home

  
Stacy Reisinger-Thran                      10/15/13  
Date  
Grievant

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

14-0388

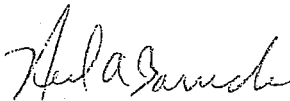
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Chris Martin, hereinafter Grievant, AFSCME No. 118842/DAS No. , that alleged a violation of Article VIII (Hours of Work) of the 2013-2015 Collective Bargaining Agreement between the parties.

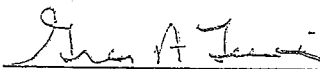
The parties have agreed to the following:

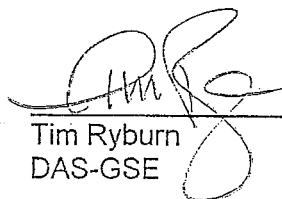
1. The Grievant's leave bank(s) will be corrected so that the leave(s) deducted for the period from December 20, 2013-January 2, 2014 will be reinstated, whether sick-leave, vacation, or both.
2. Grievant shall receive back pay for the period he was considered to be in non-pay status for the period January 3, 2014-January 9, 2014.
3. In consideration of the foregoing, the Union will withdraw 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 grievance.
5. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter and will be kept confidential to the extent allowable by Iowa law. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

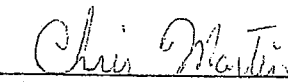
FOR THE STATE

  
\_\_\_\_\_  
Neil A. Barrick                      2/20/14  
Labor Relations Specialist                      Date  
DAS

FOR THE UNION

  
\_\_\_\_\_  
Greg Lewis                      2-19-14  
Staff Representative                      Date  
AFSCME Iowa Council 61

  
\_\_\_\_\_  
Tim Ryburn                      2/20/14  
DAS-GSE                      Date

  
\_\_\_\_\_  
Chris Martin                      2/19/14  
Grievant                      Date

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

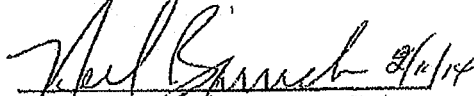
The State of Iowa, Department of Administrative Services and the Department of Administrative Services/General Services Enterprise (DAS/GSE) hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Craig Banker, hereinafter Grievant, AFSCME No. 100684/DAS No. 140264 that alleged a violation of Article IV, Section 9 (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 issued a ten day suspension from employment on November 6, 2013.

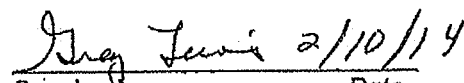
The parties have agreed to the following:


1. The ten day suspension will be reduced to a five day suspension. Grievant will receive five days back pay.
2. The five day suspension will be further reduced to a three day suspension, without additional back pay if Grievant does not receive further discipline through November 5, 2014. In consideration of the foregoing, the Union will withdraw 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 and will be kept confidential to the extent allowable by Iowa law. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

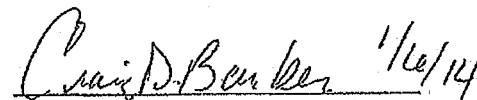
FOR THE STATE

  
Neil A. Barrick Date 2/10/14  
Labor Relations Specialist  
DAS

FOR THE UNION

  
Greg Lewis Date 2/10/14  
Staff Representative  
AFSCME Iowa Council 61

  
Tim Ryburn Date 2-14-14  
DAS/GSE

  
Craig Banker Date 1/6/14  
Grievant

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

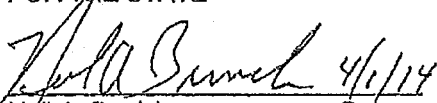
The State of Iowa, Department of Administrative Services and the Iowa Veterans Home (IVH) hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Nicole Casey, hereinafter Grievant, AFSCME No. 120800/DAS No. 13-0244/13-GA-226, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose from the issuance of a three day suspension to grievant on December 4, 2012.

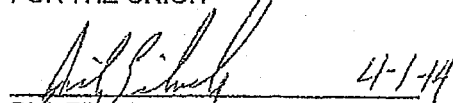
The parties have agreed to the following:

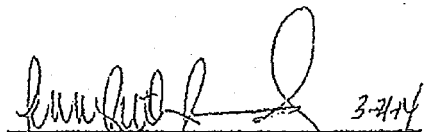
1. Should the Grievant not incur any discipline prior to June 4, 2014, the three day suspension shall be removed from Grievant's file.
2. The Grievant will receive no back-pay if the suspension is withdrawn from the file.
3. In consideration of the foregoing, the Union will withdraw the above referenced 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 grievance.
5. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter and will be kept confidential to the extent allowable by Iowa law. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

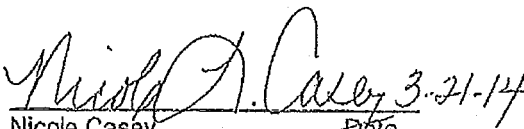
FOR THE STATE

  
Neil A. Barrick                      4/1/14  
Labor Relations Specialist                      Date  
DAS

FOR THE UNION

  
Rick Ellander                      4-1-14  
Staff Representative                      Date  
AFSCME Iowa Council 61

  
Penny Cutler-Bermudez                      3-21-14  
Iowa Veterans Home                      Date

  
Nicole Casey                      3-21-14  
Grievant                      Date



**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: Nicole Casey – three day unpaid suspension**

**LRT Staff: Stephanie Reynolds**

**Agency/Department:** Iowa Veterans Home

**Director's Printed Name:** Jodi Tymeson

**Director's Signature:** Jodi S. Tymeson

**Date:** 08/28/2014      **Approve:**       **Deny:**

**Department of Administrative Services**

**Director's Printed Name:** Janet E. Phipps

**Director's Signature:** Janet E. Phipps

**Date:** 08/28/2014      **Approve:**       **Deny:**

**Department of Management**

**Director's Printed Name:** David Roederer

**Director's Signature:** David Roederer

**Date:** 8/28/14      **Approve:**       **Deny:**

**Office of the Attorney General**

**Reviewed by (Print Name):** Jeff Thompson

**Reviewer's Signature:** [Signature]

**Date:** 8/28/14      **Reviewed:**       **Redacted:**

