

Terry E. Branstad, Governor

Kim Reynolds, Lt. Governor

Teresa Wahlert, Director

WORKFORCE  
DEVELOPMENT

TED BRA  
FYI.  
C  
2/13/13

February 5, 2013

Mike Carroll  
Director, Iowa Department of Administrative Services  
Hoover Building  
Des Moines, Iowa 50319

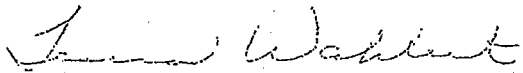
Dear Mike:

Iowa Workforce Development (IWD) has completed the recall/restoration of benefits process in accordance with the AFSCME/IWD Settlement Agreement signed in July 2012 and Addendum signed in August 2012.

IWD has made a good faith effort to keep AFSCME apprised of our progress and to consult with Mr. Cutkomp and Mr. Siegel when issues arose or we had questions. In return we have asked for resolution to all AFSCME grievances listed in the Settlement Agreement, Addendum and any others that may not have been identified that are in relation to IWD's layoffs. (See attached list)

Also included with this letter are spreadsheets detailing the outcomes of the employees affected by the layoff and recall. Should you have any questions regarding this process, please contact Lori Adams, Jon Nelson or myself.

Sincerely,



Teresa Wahlert, Director  
Iowa Workforce Development  
1000 E. Grand Ave  
Des Moines, IA 50319

Attachment

cc: Jon Nelson, Lori Adams, Danny Homan

AFSCME grievance numbers:

100325, 100326, 100327, 102557, 102558, 102559, 102560, 102891, 102892,  
102893, 102894, 102895, 102896, 102897, 102898, 102899, 102900, 102901,  
112021, 112834, 112843, 116980, 116981, 116982, 116984, 116985, 117005,  
118324, 119093, 119093, 119331, 100331, 100332, 100353, 104127, 104128,  
104130, 123114, 123115, 123116, 123117, 123118, 123119, 123120, 123121,  
123122, 123233, 123234, 123236, 123237, 123238 and any other pending  
grievances not cited above that concern the layoff of AFSCME/Iowa Council 61  
bargaining unit employees by Iowa Workforce Development during the period  
August 1, 2011, through April 13, 2012.

Region	Position	Staff Name
1	PJ Advisor	Janice Johnson
3&4	ESUI Advisor	Shari Goertz
3&4	PJ Advisor	Melinda McGregor
5	PJ Advisor	Danielle Van Kooten
5	ESUI Advisor	Catherine Nelson-Schoon (promoted Associate)
7	PJ Advisor	Kim Symonds
8	PJ Advisor	Donna Hays
8	ESUI Advisor	Kasey Friedrichsen
9	PJ Advisor	Holly Channon
9	PJ Advisor	Jeremy Ritchie
9	PJ Advisor	Jacqueline Gilman Friemel
9	ESUI Advisor	Mark Holloway
9	UI Associate	Judy Rudsell
10	PJ Advisor	Elsie Lewis
10	PJ Advisor	Tamara Lutz
11	PJ Advisor	Ann Jorgensen
11	PJ Advisor	Kelly Loftus
11	PJ Advisor	Tina Woods
11	PJ Advisor	Julie Little
11	PJ Advisor	Theresa Glick
12	PJ Advisor	Lori Seibold
12	UI Associate	Alma Barajas
13	PJ Advisor	Mary Ryan
13	PJ Advisor	Sara Large
13	PJ Advisor	Wenday Sorensen
13	PJ Advisor	Leslie Anderson
13	ESUI Advisor	Will Solomon
14	PJ Advisor	Hannah West
15	PJ Advisor	Anne Irwin
15	ESUI Advisor	Amy Brink
15	UI Associate	Kim Arnold
16	PJ Advisor	Rebecca Marshall
16	ESUI Advisor	Katelyn Orth
16	UI Associate	Stacia Meierotto

## GRIEVANCE SETTLEMENT AGREEMENT

### AFSCME GROUP


The State of Iowa, Department of Administrative Services ("State") and the American Federation of State, County and Municipal Employees Iowa Council 61 ("Union"), collectively "the Parties" enter into the following Settlement Agreement ("Agreement") in full, final and complete resolution of the grievance filed by the Union ("Grievant") AFSCME No. 119193/ DAS 13-0023 ("Grievance"), that alleged a violation of "Article XI, Section 1 and Article XII, Section 12" of the 2011-2013 Collective Bargaining Agreement ("CBA") between the Parties.

By mutual consideration of the Parties, the Parties agree to the following:

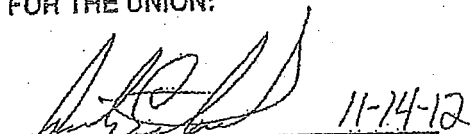
1. Grievant/Union shall promptly withdraw the above referenced grievance.
2. The State shall only use an inmate to operate heavy machinery vehicles if Correctional Trade Leaders ("CTL's") are not available to operate the heavy machinery vehicle. CTL availability is determined by their workload and if the CTL's have time available to perform such duties, based upon the Warden's (or his designee's) discretion.
3. The State shall ensure that inmates are properly supervised at all times while operating the heavy machinery vehicles on the campus of Fort Dodge Correctional Facility.
4. The State shall not allow an inmate to use the heavy machinery vehicle in the main yard of Fort Dodge Correctional Facility unless the yard is closed to the offenders, except for the inmate workers.
5. The decision regarding whether an inmate can and will operate a heavy machinery vehicle will reside with the Warden of the Fort Dodge Correctional Facility.
6. This settlement agreement is valid and shall be in full force and effect as long as James McKlinney is the warden of Fort Dodge Correctional Facility.
7. No promises for other or future consideration have been made by anyone. The above consideration is all that shall be received by the Parties.
8. This Agreement shall serve as a good faith settlement of any and all alleged issues and damages arising from and related to the Grievance.

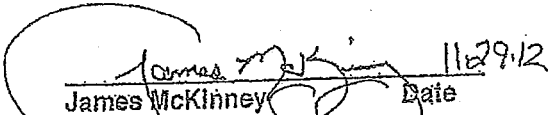
9. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in the Grievance. The Parties shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceedings.

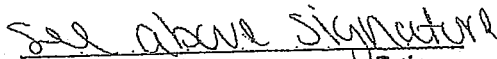
FOR THE STATE:

  
\_\_\_\_\_  
Tedra Gadson  
Labor Relations Specialist  
DAS  
Date 11/29/12

FOR THE UNION:

  
\_\_\_\_\_  
Rick Ellander  
Union Representative  
AFSCME Iowa Council 61  
Date 11-24-12

  
\_\_\_\_\_  
James McKinney  
Warden  
Fort Dodge Correctional Facility  
Date 11/29/12

  
\_\_\_\_\_  
Union Steward  
Grievant  
Date

**SETTLEMENT AGREEMENT  
GINA ABBEN GRIEVANCE**


The State of Iowa, Department of Administrative Services, Department of Transportation ("State"), the American Federation of State, County and Municipal Employees, Iowa Council 61 ("Union"), and Gina Abben ("Grievant"), collectively "the Parties," enter into the following Settlement Agreement ("Agreement") in full, final and complete resolution of grievance AFSCME No. 121977, DAS No. 13-0083 ("Grievance"). As amended, Grievance alleged a violation of "Article B5, Section 10 and Article 9, Section 10."

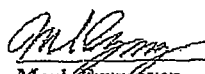
In full, final and complete resolution of Grievance, the Parties agree to the following:

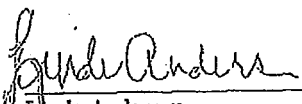
1. Prior to Wednesday, January 22, 2014, Union and Grievant shall promptly withdraw Grievance and shall send copies of the withdrawal to both of the undersigned State representatives.
2. In exchange for the consideration listed in Paragraph 1 and after all below signatures are obtained, Grievant's current vacation leave balance will be credited 40 hours and 40 hours of Family Care Leave will be subtracted from Grievant's current sick leave balance.
3. This Agreement shall serve as a good faith settlement of any and all alleged claims and damages alleged in, related to, and/or arising from Grievance.
4. Union and Grievant acknowledge no promises for any other or future consideration have been made by anyone. The above consideration is all Grievant shall receive for the claims, damages and potential causes of action alleged in, related to, and/or arising from Grievance.
5. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in Grievance. The Parties shall not rely on this Agreement or cite the same as an example, standard and/or precedent in any grievance, arbitration, litigation or any other future proceeding(s) which do not involve Grievant.

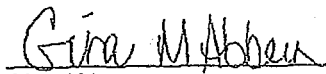
FOR STATE:

FOR UNION:

 1/23/14  
Date  
Laura Mommson  
Labor Relations Specialist  
Department of Administrative Services

 1/21/14  
Date  
Mark Frymoyer  
Assistant to the President  
AFSCME Iowa Council 61

 1-22-14  
Date  
Linda Anderson  
Office of Employee Services  
Department of Transportation

  
Date  
Gina Abben  
Grievant

STATE OF IOWA  
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-IOWA  
DEPARTMENT OF TRANSPORTATION,

&

AFSCME IOWA COUNCIL 61  
FOR BELEFIA PARKS, GRIEVANT

GRIEVANCE NUMBERS:  
IDAS 13-0089, 13-0238;  
AFSCME 101681, 112348

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GRIEVANCE SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services (hereinafter "IDAS") and the Iowa Department of Transportation (hereinafter the "STATE") and AFSCME Iowa Council 61 (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement on this 29<sup>th</sup> day of July 2013, in full and final resolution of the grievance arbitration filed by the GRIEVANT, IDAS Nos. 13-0089, 13-0238, AFSCME Nos. 101681, 112348, that alleged a violation of Article IV, Section 9 of the 2011-2013 Collective Bargaining Agreement ("CBA") between the PARTIES and agree to the following:

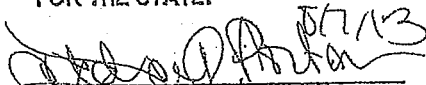
1. The GRIEVANT/Union:
  - a. Shall, in writing, immediately withdraw the above referenced grievances.
2. In consideration of the foregoing, the State of Iowa/DOT:
  - a. Shall reduce the three (3) day suspension to a one (1) day suspension;
  - b. Shall reduce the one (1) day suspension to a written reprimand
  - c. Shall adjust the GRIEVANT'S personnel file accordingly;
  - d. Shall give the GRIEVANT three (3) days of back pay.
3. The PARTIES agree to the following provisions:
  - a. No promises for other or future consideration have been made by anyone. The above consideration is all that shall be received by the PARTIES.
  - b. Nothing herein shall be construed as liability against or admission of guilt on the part of either PARTY.
  - c. This Agreement shall serve as a good faith settlement of any and all alleged issues and damages arising from and related to the grievance.
  - d. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in the grievance. The PARTIES shall not rely on this

Agreement or else the same as precedent in any grievance, arbitration, litigation or any other future proceedings.

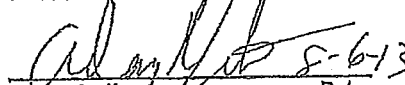
4. The PARTIES agree that this agreement is the full and final resolution of this matter.

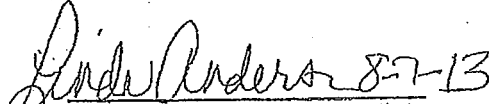
IN WITNESS WHEREOF, this settlement agreement has been duly executed by the parties hereto.


FOR THE STATE:

  
Tedra J. Porteous      Date  
Labor Relations Specialist  
Iowa Department of Administrative  
Services

FOR THE UNION:

  
Adam Swihart      Date  
Union Representative  
AFSCME Iowa Council 61

  
Linda Anderson      Date  
Employee Relations Team Leader  
Iowa Department of Transportation

  
Bejeria Parks      Date  
Grievant

STATE OF IOWA  
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-IOWA  
CIVIL RIGHTS COMMISSION,

&

UE LOCAL 893 IOWA UNITED PROFESSIONALS  
FOR SOMMAY SOULINTHAVONG, GRIEVANT

ARBITRATION NUMBERS:  
13-GA-118, 13-GA-119  
GRIEVANCE NUMBERS:  
IDAS 12-0841, 12-0912, 13-102, 13-  
0124, 13-0195  
UE/IUP 12-029, 12-047, 12-062, 12-  
064, 12-072

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**GRIEVANCE SETTLEMENT AGREEMENT**

The State of Iowa, Department of Administrative Services (hereinafter "IDAS") and the Iowa Civil Rights Commission (hereinafter the "STATE") and UE Local 893/IUP for Sommay Soulinthavong (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement on this 3<sup>rd</sup> day of July 2013, in full and final resolution of the grievance arbitrations (13-GA-118, 13-GA-119) filed by the GRIEVANT, IDAS Nos. 12-0841, 12-0912, 13-102, 13-0124, 13-0195 and UE/IUP Nos. 12-029, 12-047, 12-062, 12-064, 12-072, that alleged a violation of Article IV, Section 11 of the 2011-2013 Collective Bargaining Agreement ("CBA") between the PARTIES and agree to the following:

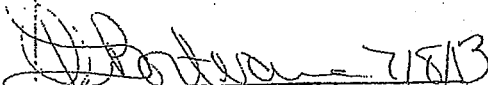
1. The GRIEVANT/Union:
  - a. Shall, in writing, withdraw the following grievances (IDAS Nos. 12-0841, 12-0912, 13-102, 13-0124, 13-0195 and UE/IUP Nos. 12-029, 12-047, 12-062, 12-064, 12-072) and any and all pending arbitrations (13-GA-118, 13-GA-119) not yet heard whether known or unknown;
  - b. Shall not seek any back pay or reimbursement for the ten day suspension as it relates to her employment with the Iowa Civil Rights Commission;
  - c. Shall resign, in lieu of being terminated;
  - d. Shall not seek reemployment at the Iowa Civil Rights Commission.
2. In consideration of the foregoing, the STATE:
  - a. Shall remove the ten (10) day suspension from the GRIEVANT'S personnel file;
  - b. Shall adjust the GRIEVANT'S personnel file accordingly.
3. The PARTIES agree to the following provisions:
  - a. The GRIEVANT's one (1) day, three (3) day, and five (5) day suspensions shall remain in the GRIEVANT's personnel file and shall not be adjusted. However, the grievances associated with the suspensions referenced in this paragraph shall be

withdrawn pursuant to paragraph 1.a. of this settlement agreement and no further action may be taken by the GRIEVANT on these suspensions.

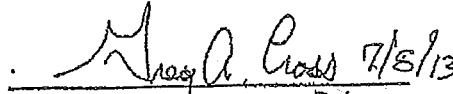
- b. The GRIEVANT shall be placed on the STATE's recall list for similarly classified positions.
  - c. No promises for other or future consideration have been made by anyone. The above consideration is all that shall be received by the PARTIES.
  - d. Nothing herein shall be construed as liability against or admission of guilt on the part of either PARTY.
  - e. This Agreement shall serve as a good faith settlement and final resolution of any and all claims the GRIEVANT may or might have against STATE arising from or related to her employment, and represents a full, final and complete settlement of any and all alleged damages arising from or related to the above stated grievances and subsequent arbitrations whether known or unknown.
  - f. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in the grievances. The PARTIES shall not rely on this Agreement or cite the same as precedent in any other grievance, arbitration, litigation or any other future proceedings.
4. The PARTIES agree that this agreement is the full and final resolution of this matter.


IN WITNESS WHEREOF, this settlement agreement has been duly executed by the parties hereto.


FOR THE STATE:

  
Teddra J. Porteous                      Date  
Labor Relations Specialist  
Iowa Department of Administrative  
Services

FOR THE UNION:

  
Greg Cross                      Date  
Union Representative  
UE Local 893/IUP

  
Beth Townsend                      Date  
Director  
Iowa Civil Rights Commission

  
Sommay Soulinthavong                      Date  
Grievant

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, (DAS) and the Iowa Department of Public Health, (IDPH), hereinafter the State, and the American Federation of State, County and Municipal Employees (AFSCME) Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by the Pilar Logsdon hereinafter Grievant, and pending disciplinary action under review by the State at the time this Agreement was executed. The Grievance, is AFSCME No. 123307 /DAS No. 13-01105, that alleged a violation of Article IV (Grievance Procedure), 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 administered a written reprimand. The parties agree to resolve grievances filed by the Grievant. In full resolution of the dispute, the parties have agreed to the following:

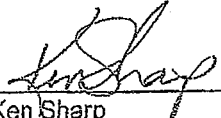
1. The Grievant agrees to resign her employment with the Department and shall submit a letter of resignation immediately upon execution of this Agreement, effective the date of the letter. The State agrees to allow the Grievant to resign effective immediately.
2. The State agrees to remove all past discipline from the Grievant's personnel file and replace it with this Agreement and the Grievant's letter of resignation.
3. The State agrees to take no further action on pending disciplinary action under review by the State.
4. In consideration of the forgoing, the Union and the Grievant will withdraw the above referenced grievance.
5. The Grievant agrees to execute a Consent Agreement with the State regarding the Grievant's EBL Lead Inspector Risk Assessor Certification, pursuant to which the Grievant shall withdraw her pending appeal with the State and voluntarily surrender her EBL certification.
6. The State agrees not to actively pursue to participate in any unemployment hearings involving the Grievant.
7. The Grievant will not apply for or accept any future employment with the Department.
8. In consideration of the foregoing, the Grievant, her heirs, representatives, assigns and / or beneficiaries, waives and releases and agrees to hold harmless, the State of Iowa, its current or former officers, employees and agents from any and all claims, demands, actions, liability, damages, or rights and causes of action of any kind whether known or unknown, foreseen or unforeseen, arising directly or indirectly out of, or resulting from the State of Iowa's employment relationship with the Grievant. These claims include, but are not limited to, all claims arising under federal, state, and local statutory or common

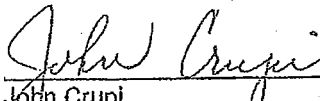
law, and all demands, claims, damages, liability and causes of action at law or equity, arising out of her employment relationship.

9. This agreement is a good faith settlement of all issues arising from the facts alleged in the grievance and pending discipline. 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.

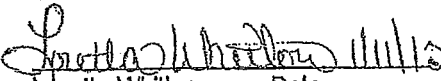
10. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent or a past practice in any grievance, arbitration, litigation or other proceedings in the future.

FOR THE STATE:

  
Ken Sharp                      1/14/13  
Director, Division of Environmental Health                      Date

  
John Crupi                      1/16/13  
DAS, Labor Relations Specialist                      Date

FOR THE UNION:

  
Loreita Whitlow                      1/11/13  
Union Representative                      Date

  
Allan Jordan                      1-11-13  
Grievant                      Date



STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Department of Transportation and 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 Frank Heimbaugh, hereinafter the Grievant, AFSCME No. 99670/ DAS- HRE 13-0136 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 given a written reprimand on or about August 30, 2012.

The parties have agreed to the following:

1. The written reprimand will be removed from the Grievant's file after six (6) months from the date the written reprimand was administered, August 30, 2012, if there are no like incidents.
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 future 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 or a past practice in any grievances, arbitration, litigation or other proceeding in the future.

FOR THE STATE:

Linda Anderson 1-15-13  
Date  
Linda Anderson  
Office of Employee Services  
Employee Relations Team Leader  
John B. Crupi 1/15/13  
Date  
John B. Crupi  
Labor Relations Specialist, DAS

FOR THE UNION:

Adam Swihart 1/15/13  
Date  
Adam Swihart  
Union Representative  
Frank Heimbaugh 1-15-13  
Date  
Frank Heimbaugh  
Grievant

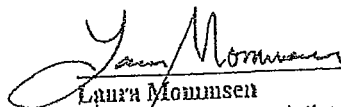
**AFSCME CONTRACT GRIEVANCE  
SETTLEMENT AGREEMENT**

The State of Iowa, Department of Administrative Services and the Independence Mental Health Institute ("State") along with the American Federation of State, County and Municipal Employees Iowa Council 61 ("Union"), collectively "the Parties" enter into the following Settlement Agreement ("Agreement") in full, final and complete resolution of the grievance filed by Local 2987, AFSCME No. 121853 / DAS 13-0154 ("Grievance"), which alleged a violation of Article IV, Sections 1 and 2 of the 2011-2013 Collective Bargaining Agreement between the Parties. The remedy requested as stated in Grievance is "Make grievants whole all matters (sic), grievance 95584 is considered timely and filed appropriately. There will be a designee 24/7 to accept Grievances attempting to be presented."

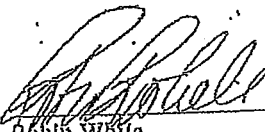
In full, final and complete resolution of Grievance, the Parties agree to the following:

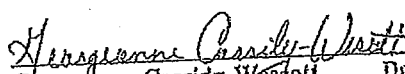
1. Prior to July 8, 2013, Union shall withdraw Grievance. Union shall promptly send copies of the withdrawal to both of the undersigned State representatives.
2. In exchange for the withdrawal of Grievance, State agrees the AFSCME No. 95584 / DAS No. 13-0137 grievance was timely filed.
3. This Agreement shall serve as a good faith settlement of any and all alleged claims and potential causes of action alleged in, related to, and/or arising from Grievance.
4. Union acknowledges no promises for any other or future consideration have been made by anyone. The above consideration is all that Union shall receive for the claims and potential causes of action alleged in, related to, and/or arising from Grievance.
5. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in Grievance. The Parties shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceeding(s).


FOR STATE:

  
\_\_\_\_\_  
Date 7/3/13  
Laura Mommensen  
Labor Relations Specialist,  
Dept. of Admin Services

FOR UNION:

  
\_\_\_\_\_  
Date 7/2/13  
Robbin White  
Union Representative,  
AFSCME Iowa Council 61

  
\_\_\_\_\_  
Date 7/3/13  
Georgianne Cassidy-Westcott  
Administrator of Nursing,  
MHI Independence

  
\_\_\_\_\_  
Date 7/1/13  
Curt Salow  
President,  
AFSCME Local 2987

STATE OF IOWA  
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-DEPARTMENT OF  
TRANSPORTATION,

&

AFSCME IOWA COUNCIL 61  
FOR JAMES MCGLYNN, GRIEVANT

GRIEVANCE NUMBERS:

IDAS Nos. 12-0925, 13-0176, 13-  
0345, 13-0432

AFSCME Nos. 108703, 108746,  
99450, 99471

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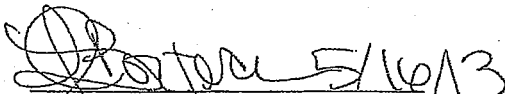
GRIEVANCE SETTLEMENT AGREEMENT

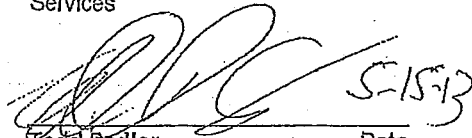
The State of Iowa, Department of Administrative Services (hereinafter "IDAS") and the Department of Transportation (hereinafter the "STATE") and James McGlynn (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement on this day, April 18, 2013, for full and final resolution of the grievances filed by the GRIEVANT, IDAS Nos. 12-0925, 13-0176, 13-0345, 13-0432 / AFSCME Nos. 108703, 108746, 99450, 99471, that alleged violations of Article IV, Section 9 of the 2011-2013 Collective Bargaining Agreement ("CBA") between the PARTIES:

1. The GRIEVANT/Union:
  - a. Shall immediately withdraw the above referenced grievances;
  - b. Agree not to contest or appeal any disciplinary actions associated with the above referenced grievances at GRIP or before any other appellate body;
  - c. Shall resign from employment with the Iowa Department of Transportation, effective April 15, 2013.
2. In consideration of the foregoing, the STATE:
  - a. Shall remove the discipline associated with the grievances from the GRIEVANT's file (a 3 day suspension, a 5 day suspension, a 10 day suspension and a termination);
  - b. Shall adjust the GRIEVANT'S personnel file accordingly to reflect the removal of said discipline.
3. The PARTIES further agree to the following provisions:
  - a. No promises for other or future consideration have been made by anyone. The above consideration is all that shall be received by the PARTIES;
  - b. Nothing herein shall be construed as liability against or admission of guilt on the part of either PARTY;
  - c. This Agreement shall serve as a good faith settlement of any and all alleged issues and damages arising from and related to the grievance;

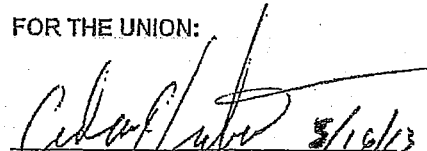
- d. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in the grievance. The PARTIES shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceedings.

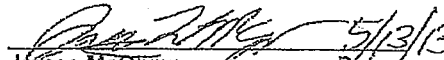
FOR THE STATE:

  
Teddie J. Porteous                      Date  
Labor Relations Specialist  
Iowa Department of Administrative  
Services

  
Todd Sadler                      Date  
Employee Relations Supervisor  
Iowa Department of Transportation

FOR THE UNION:

  
Adam Swihart                      Date  
Union Representative  
AFSCME Iowa Council 61

  
James McGlynn                      Date  
Grievant

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, and Department of Corrections, Iowa State Penitentiary, 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 grievances filed by John Martin, hereinafter the Grievant, AFSCME No. 66935//DAS No. 13-0275/PERB No. 14-GA-042 and AFSCME No. 122718/13-0222/PERB No. 14-GA-041 that alleged violations 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 reassigned from his post in the healthcare unit.

The parties have agreed to the following:

1. The Grievant will be returned to his post in the healthcare unit on January 26, 2014.
2. In consideration of the foregoing, the Union will withdraw the above referenced grievance arbitrations scheduled for February 6, 2014.
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.

FOR THE STATE:

FOR THE UNION:

Stephanie L. Reynolds 1/21/14  
Date

Stephanie L. Reynolds  
Labor Relations Specialist  
Iowa Department of Administrative Services

Otto Groenewald 1-21-14  
Date

Otto Groenewald  
Staff Representative  
AFSCME Iowa Council 61

Deb Nichols 1-21-14  
Date

Deb Nichols  
Associate Warden  
Iowa State Penitentiary

John Martin \_\_\_\_\_  
Date

John Martin  
Grievant

STATE OF IOWA  
AND  
AFSCME/IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Department of Human Services- Woodward Resource Center (WRC), hereinafter State, and the American Federation of State, County and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Jeanna Taylor hereinafter Grievant, AFSCME No. 122616/IDAS No. 13-0237 that alleges violations of Article IV, Section 9 (Discipline and Discharge) of the 2011-13 Collective Bargaining Agreement between the parties.

This agreement constitutes a full and final resolution of the issues that led to the Grievant's being issued an alternative disciplinary action in lieu of a one (1) day suspension on November 27, 2012. Based on this situation, the parties agree to the following:

1. The Employer agrees to rescind the disciplinary notice and remove all related documentation from the Grievant's personnel file. In that there was no loss of pay or accruals the Grievant is not eligible for any reimbursement.
2. The Parties agree that this settlement resolves all issues arising from the facts alleged in this grievance. No promises for other or future 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.
3. Upon execution of this Agreement, the Union agrees to withdraw 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 grievance, arbitration, litigation or other proceeding in the future.

Dated this \_\_\_\_ Day of April 2013.

FOR THE STATE:

Karen Kienast 4/25/13  
Karen Kienast  
Department of Administrative Services

FOR THE UNION:

Greg Lewis 6/20/13  
Greg Lewis Date  
Staff Representative  
AFSCME Council 61

Marsha Edgington - Bott 4-16-13  
Marsha Edgington -Bott Date  
Superintendent  
Woodward Resource Center

Jeanna Taylor Date  
Jeanna Taylor  
Grievant

Den Johnson 5/2/13  
Den Johnson  
Local President

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into, by and between the State of Iowa, Board of Nursing ("State") and Mary Christine Newell ("Newell") (collectively "the Parties").

Following her involuntary separation from employment with the State, Newell filed a non-contract grievance on February 27, 2013 with the Iowa Department of Administrative Services, Case No. DAS 13-0357/NC-1302.

The State and Newell have agreed to settle all claims that may exist between them relating to the above-noted matter and Newell's employment and termination/resignation.

The Parties therefore agree as follows.

1. The State of Iowa agrees to pay Newell a lump sum of Sixty Thousand and no/100 Dollars (\$60,000.00) with appropriate deductions and withholdings, except for any IPERS contributions, for lost wages. The State will provide a State of Iowa warrant made payable to Newell and delivered to Newell's attorneys. Newell is responsible for any and all taxes which thereafter may be due on account of this payment and shall hold the State of Iowa harmless and indemnify it from any liability thereon.

Newell acknowledges that this payment is made in compromise of a dispute and that said payment is not to be construed as an admission of liability or wrongdoing on the part of the State of Iowa and the Iowa Board of Nursing and that both the State of Iowa and the Iowa Board of Nursing expressly denies any such liability or wrongdoing.

Upon execution of this Agreement, the termination letter will be removed from Newell's personnel file and replaced with this Agreement and Newell's letter of resignation.

2. In consideration of the foregoing and of the agreements contained in this Agreement, and except as otherwise specifically provided in paragraphs 3 and 4, Newell irrevocably and unconditionally releases, acquits, and forever discharges the State of Iowa, the Iowa Board of Nursing, and all of their board members, officers, directors, employees, agents, and attorneys from any and all liability whatsoever from any and all claims, demands, and causes of action of every nature whatsoever that she may have or may ever claim to have that relate to or arise out of Newell's recruitment, hiring, employment, and/or termination/resignation from employment with the State of Iowa and the Iowa Board of Nursing from the beginning of time to the date of this Agreement, including but not limited to:

- a. All claims arising out of her employment with the State of Iowa and the Iowa Board of Nursing;
- b. All claims for age, race, creed, color, gender, sexual harassment, national origin, religion, and disability discrimination or retaliation;

- c. All claims made, or which could have been made, in the non-contract grievance filed with the Iowa Department of Administrative Services, Case No. DAS 13-0357/NC-1302.

This release covers all damages, whether known or not, arising from matters referred to in this Agreement.

3. Despite anything in this Agreement to the contrary, nothing in paragraph 2, or in this Agreement generally, applies to any claims for statutory benefits under Iowa Workers' Compensation laws, or for benefits under Iowa's unemployment compensation laws, or to claims for minimum wage or statutory overtime payments under the Fair Labor Standards Act, or to actions for vested pension or retirement benefits, or to actions for breach of this Agreement.

4. In further consideration, Newell agrees never to sue the State of Iowa, the Iowa Board of Nursing, or their board members, officers, directors, employees, agents, and attorneys in state or federal court arising out of or related to matters covered by this Agreement. Nothing in this Agreement, however, prohibits either party from bringing an action to enforce this Agreement.

5. In further consideration, Newell agrees to take any and all steps necessary to dismiss with prejudice her non-contract grievance filed with the Iowa Department of Administrative Services, Case No. DAS 13-0357/NC-1302, including, but not limited to, submitting such dismissal documents to Mike Carroll, Director of Administrative Services, Hoover Building, 3<sup>rd</sup> Floor, 1305 East Walnut Street, Des Moines, Iowa 50319.

6. **Acknowledgement of Reading and Understanding; Consultation with Counsel; Period to Consider Agreement.** Newell, by her signature to this Agreement, acknowledges and agrees that she has carefully read and understands all provisions of this Agreement and that she has entered into this Agreement knowingly and voluntarily. Newell further acknowledges that the State of Iowa and the Iowa Board of Nursing has advised her to consult with counsel before signing this Agreement and Newell acknowledges that she has consulted with or had the opportunity to consult with legal counsel.

7. This Agreement identifies all the consideration Newell will receive from the State of Iowa, the Iowa Board of Nursing, and their board members, officers, directors, employees, agents, and attorneys. Newell acknowledges that no other party or others acting on their behalf have made any promises for any additional consideration other than the consideration set forth in this Agreement.

8. All Parties deny any wrongdoing and liability to the other. The Parties are settling for economic reasons, to buy peace, and to avoid the time, cost, and uncertainties of contesting this matter. This is a no-fault settlement. Newell agrees that the State's payment under this Agreement does not constitute an admission of wrongdoing or liability on the part of the State of Iowa, the Iowa Board of Nursing, and their board members, officers, directors, employees, agents, and attorneys, by whom wrongdoing and liability is expressly denied.

9. The Parties acknowledge that this Agreement is a public record under Iowa Code chapter 22 and that it is available for public inspection and copying.

10. All parties are executing this Agreement solely in reliance upon their own knowledge, belief, and judgment and not upon any representations made by any of the other parties or others on their behalf.

11. Each Party represents to the other that:

- a. It/She has read this Agreement;
- b. It/She understands this Agreement; and
- c. It/She fully understands and voluntarily signed this Agreement.

12. If any term of this Agreement is for any reason invalid or unenforceable, the rest of the Agreement remains fully valid and enforceable.

13. Non-precedent Setting. 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 grievance, arbitration, litigation, or other proceeding in the future.

14. The Parties agree each of them shall be responsible for their own respective attorney fees and costs, including, if applicable, any court and administrative costs incurred as a result of the non-contract grievance.

FOR STATE:

\_\_\_\_\_  
Dr. Jane Hasek Date  
Iowa Board of Nursing, Board Chairperson

FOR MARY CHRISTINE NEWELL

*Mary Christine Newell* 4-30-13  
\_\_\_\_\_  
Mary Christine Newell Date  
Grievant

Approved as to legal form & content:

\_\_\_\_\_  
Matthew Oetker Date  
Assistant Attorney General

*Charles E. Gribble* - 4/30/13  
\_\_\_\_\_  
Charles E. Gribble Date  
Attorney for Mary Christine Newell

February 22, 2013

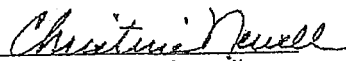
Iowa Board of Nursing  
Attn: Jane Hasek, R.N., Ed.D.  
400 S.W. 8<sup>th</sup> Street, Suite B  
Des Moines, Iowa 50309

Re: Resignation of employment

Dear Dr. Hasek:

This letter is submitted as a resignation with my employment at the Iowa Board of Nursing effective immediately. It has been a pleasure serving the people of the State of Iowa for the past 23 years.

Very truly yours,

  
By: Christine Newell

STATE OF IOWA  
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-IOWA  
DEPARTMENT OF TRANSPORTATION,

&

GRIEVANCE NUMBERS:  
IDAS 13-0405; AFSCME 112346

AFSCME IOWA COUNCIL 61  
FOR LARRY MASON, GRIEVANT

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GRIEVANCE SETTLEMENT AGREEMENT

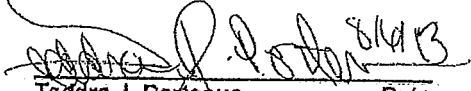
The State of Iowa, Department of Administrative Services (hereinafter "IDAS") and the Iowa Department of Transportation (hereinafter the "STATE") and AFSCME Iowa Council 61 (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement on this 15<sup>th</sup> day of July 2013, in full and final resolution of the grievance arbitration filed by the GRIEVANT, IDAS No. 13-0405, AFSCME No. 112346, that alleged a violation of Article IV, Section 9 of the 2011-2013 Collective Bargaining Agreement ("CBA") between the PARTIES and agree to the following:

1. The GRIEVANT/Union:
  - a. Shall, in writing, immediately withdraw the above referenced grievance.
2. In consideration of the foregoing, the State of Iowa/DOT:
  - a. Shall reduce the three (3) day suspension to a one (1) day suspension;
  - b. Shall adjust the GRIEVANT'S personnel file accordingly;
  - c. Shall give the GRIEVANT two (2) days of back pay.
3. The PARTIES agree to the following provisions:
  - a. No promises for other or future consideration have been made by anyone. The above consideration is all that shall be received by the PARTIES.
  - b. Nothing herein shall be construed as liability against or admission of guilt on the part of either PARTY.
  - c. This Agreement shall serve as a good faith settlement of any and all alleged issues and damages arising from and related to the grievance.
  - d. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in the grievance. The PARTIES shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceedings.

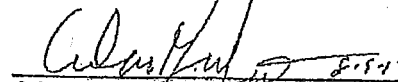
4. The PARTIES agree that this agreement is the full and final resolution of this matter.

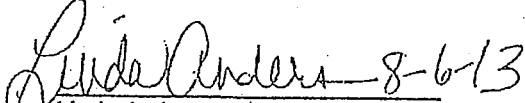
IN WITNESS WHEREOF, this settlement agreement has been duly executed by the parties hereto.

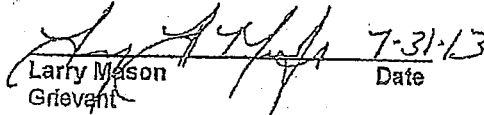
FOR THE STATE:

  
Teddra J. Porteous Date  
Labor Relations Specialist  
Iowa Department of Administrative  
Services

FOR THE UNION:

  
Adam Swihart Date  
Union Representative  
AFSCME Iowa Council 61

  
Linda Anderson Date  
Employee Relations Team Lead  
Iowa Department of Transportation

  
Larry Mason Date  
Grievant

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

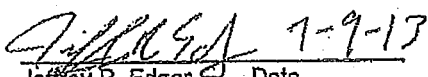
The State of Iowa, Department of Administrative Services, Human Resource Enterprise, and the Department of Human Services, Civil Commitment Unit for Sexual Offenders (collectively "State"), and the American Federation of State, County, and Municipal Employees Iowa Council 61 ("Union"), enter into the following Agreement in full and final resolution of the grievance filed by Gerald L. Burch ("Grievant"), AFSCME No. 117923; DAS No. 13-0409 alleging a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

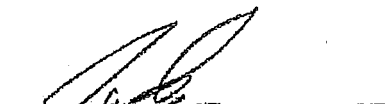
This settlement arises out of the termination of Grievant's employment by the State on or about March 20, 2013.

The parties agree to the following terms of settlement:

1. The Grievant will be allowed to resign in lieu of termination. Upon execution of this Settlement Agreement, the termination letter will be removed from the Grievant's personnel file and replaced with this Agreement which will constitute a letter of resignation effective March 20, 2013.
2. In consideration of the foregoing, the Union will withdraw the above-referenced grievance.
3. This agreement is executed by the parties as a good faith settlement of all issues arising from the facts alleged in all grievances referenced herein. No promises of any other or further consideration have been made by any party to this agreement. The above consideration constitutes the full and final consideration for all claims and potential causes of action, known or unknown, arising from the above-referenced grievance.
4. This settlement shall not prejudice any future grievances not specifically identified in this agreement. The terms of this settlement agreement pertain only to the facts involved in the grievances specifically identified herein. The parties agree that this settlement shall not be used or cited for precedential value or support in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

  
Jeffrey R. Edgar Date  
Labor Relations  
Department of Administrative Services

  
Dr. Jason Smith Date  
Superintendent  
DHS, CCUSO

FOR THE UNION

  
Preston DeBoer Date  
Staff Representative  
AFSCME Iowa Council 61

  
Gerald L. Burch Date  
Grievant

## DOT LOCAL 3018/GROUP GRIEVANCE

### SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Iowa Department of Transportation ("State") and the American Federation of State, County and Municipal Employees Iowa Council 61 ("Union"), collectively "the Parties" enter into the following Settlement Agreement ("Agreement") in full, final and complete resolution of the grievance filed by DOT Local 3018 /Group ("Grievants") AFSCME No. 101859 /DAS 13-0410 ("Grievance"), which alleged a violation of "VIII / App I and I/P" of the 2011-2013 Collective Bargaining Agreement between the Parties. The remedy requested in Grievance is "Make all whole. Pay employees for lost overtime."

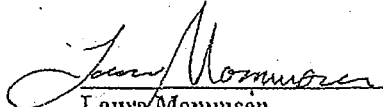
Grievance arose out of a situation where Management called employees in prior to their regularly scheduled shifts for snow removal. Management then sent employees home prior to the end of their regularly scheduled shift; the reason for doing so is the crux of the Parties' disagreement.

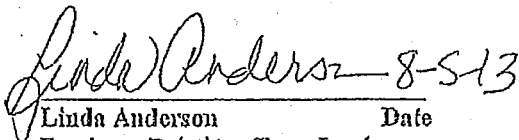
The Parties agree to the following:

1. Prior to July 31, 2013, Union shall withdraw Grievance. Union shall promptly send copies of the withdrawal to both of the undersigned State representatives.
2. In exchange for the withdrawal of Grievance, Grievants shall receive overtime according to Exhibit 1, spreadsheet titled "Employee Payouts per Settlement of 13-0410 / 101859." Overtime shall be calculated based upon the Grievants' respective hourly rates as of March 1, 2013. Grievants shall not have the option of receiving compensatory time.
3. This Agreement shall serve as a good faith settlement of any and all alleged claims and potential causes of action alleged in, related to, and/or arising from Grievance.
4. Grievants and Union acknowledge the payment described in this Agreement is made in compromise of a dispute and that said payment shall not to be construed as an admission of liability or wrongdoing on the part of State. State expressly denies any liability or wrongdoing.
5. Grievants and Union acknowledge no promises for any other or future consideration have been made by anyone. The above consideration is all Grievants shall receive for the claims and potential causes of action alleged in, related to, and/or arising from Grievance.

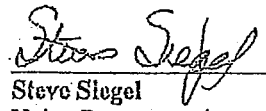
6. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in Grievance. The Parties shall not rely on this Agreement or cite the same in any grievance, arbitration, litigation or any other future proceeding(s). This Agreement shall not be precedent setting.

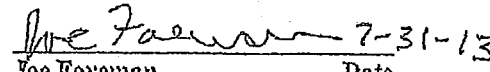
FOR THE STATE:

 8-5-13  
Date  
Laura Mommsen  
Labor Relations Specialist  
DAS

 8-5-13  
Date  
Linda Anderson  
Employee Relations Team Leader  
Iowa Department of Transportation

FOR THE UNION:

 7-30-13  
Date  
Steve Siegel  
Union Representative  
AFSCME Iowa Council 61

 7-31-13  
Date  
Joe Foreman  
Union Steward  
Local 3018

## Employee Payouts Per Settlement of 13-0410 / 101859

Albia:	3/1/2013	3/4/2013
Barry Robe	0	4
Steven Dyk	0 *	4
Jeff Stoffa	0 *	3.7
Todd Landt	0	4
<b>Fairfield:</b>		
Doug Brow	0 *	4
Ted Diers	0 *	4
Scott Gilber	0 *	4
Tim Halbro	0 *	3.7
Gerald Irwt	0 off	4
Larry Johns	0 off	0
Jerry Leona	0 off	4
<b>Bloomfield:</b>		
Roger Dyke	0 *	3.2
Larry Hopk	0 *	4
Alton Mast	0 *	4
Ronald Nor	2.5	4
Jim Rushm:	3.5	4
<b>Ottumwa:</b>		
Clint Amme	3.2	4
Brian Cudw	0 *	4
Kurtis Grub	2.2	4
Jimmy Lem	0 off	4
Verline Mill	3	4
John Reid	3	4
Martin Sch.	0 off	4
Blake Tucki	2.5	4

\* = not called in early

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 grievance filed by the Union on behalf of Kevin Custer ("Grievant"), identified as State grievance No. 13-0428, which alleges a violation of Article IV, section 10 and Article XI, section 1 of the 2011-2013 Collective Bargaining Agreement ("CBA") between the parties.

This settlement arises out of a one (1) day suspension issued to Grievant on or about November 29, 2012. In full and final resolution of the above-referenced grievance, the parties agree to the following terms of settlement:

1. Effective as of the date this settlement agreement is fully executed, Grievant will be permitted to apply for promotion to open Special Agent II positions within DPS. This provision shall not be construed as any guarantee or assurance that Grievant will be promoted to Special Agent II position(s) for which he applies.
2. The disciplinary measure (one day suspension) imposed upon Grievant shall stand in full force and effect as originally issued.
3. In consideration of the foregoing, the Union shall withdraw the above-identified grievance (State No. 13-0428).
4. The parties shall share equally in any and all arbitration costs incurred as a result of this grievance.
5. 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 Grievant's claims in this grievance.
6. The terms of this settlement agreement pertain only to the facts involved in the grievances specifically identified herein. The parties agree that this settlement shall not be used or cited for precedential value or support in any grievances, arbitration, litigation or other proceedings in the future unrelated to the grievance(s) identified herein.

FOR THE STATE

Jeffrey R. Edgar 1/15/14  
Jeffrey R. Edgar Date  
Labor Relations  
Department of Administrative Services

Larry L. Noble 1/15/14  
Larry L. Noble Date  
Commissioner  
Iowa Department of Public Safety

FOR THE UNION

Sue Brown 1/13/14  
Sue Brown Date  
General Counsel  
State Police Officers Council

Kevin Custer 1/13/14  
Kevin Custer Date  
Grievant

### SETTLEMENT AGREEMENT RAYMOND ALLEN GRIEVANCE

The State of Iowa, Department of Administrative Services, Department of Transportation ("State"), the American Federation of State, County and Municipal Employees, Iowa Council 61 ("Union"), and Raymond Allen ("Grievant"), collectively "the Parties," enter into the following Settlement Agreement ("Agreement") in full, final and complete resolution of grievance ARSCME 117195, DAS No. 13-0439 ("Grievance"). Grievance alleged a violation of "Article 4, Section 9" of the 2011-2013 Collective Bargaining Agreement.

In full, final and complete resolution of Grievance, the Parties agree to the following:

1. Prior to Wednesday, November 13, 2013, Union shall promptly withdraw Grievance and shall send copies of the withdrawal to both of the undersigned State representatives.
2. In exchange for the consideration listed in Paragraph 1 and after all below signatures are obtained, Grievant's written reprimand issued on April 8, 2013 shall be removed.
3. This Agreement shall serve as a good faith settlement of any and all alleged claims and damages alleged in, related to, and/or arising from Grievance.
4. Union and Grievant acknowledge no promises for any other or future consideration have been made by anyone. The above consideration is all Grievant shall receive for the claims, damages and potential causes of action alleged in, related to, and/or arising from Grievance.
5. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in Grievance. The Parties shall not rely on this Agreement or on the same as an example, standard and/or precedent in any grievance, arbitration, litigation or any other future proceeding(s) which do not involve Grievant.

FOR STATE:

FOR UNION:

*Laura M. Hansen* 11/12/13  
 \_\_\_\_\_ Date  
 Laura M. Hansen  
 Labor Relations Specialist  
 Department of Administrative Services

*[Signature]* 11/9/13  
 \_\_\_\_\_ Date  
 Union Representative  
 ARSCME Iowa Council 61

*Janet Kost-Smitka* 11/12/13  
 \_\_\_\_\_ Date  
 Janet Kost-Smitka  
 Office of Employee Services  
 Department of Transportation

*Raymond W. Allen* 11-7-13  
 \_\_\_\_\_ Date  
 Raymond Allen  
 Grievant

STATE OF IOWA  
DEPARTMENT OF ADMINISTRATIVE SERVICES

IOWA DEPARTMENT OF  
CORRECTIONS AT FORT DODGE  
CORRECTIONAL FACILITY

&

AFSCME IOWA COUNCIL 61  
FOR MICHAEL SLIFE, GRIEVANT

GRIEVANCE NUMBERS:  
IDAS 13-0476; AFSCME 119921

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GRIEVANCE SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services (hereinafter "IDAS") and the Iowa Department of Corrections at Fort Dodge Correctional Facility (hereinafter the "STATE") and Michael Slife (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement on this 30<sup>th</sup> day in May 2013, in full and final resolution of the grievance filed by the GRIEVANT, IDAS No. 13-0476 AFSCME No. 119921 that alleged a violation of Article IV, Section 9 of the 2011-2013 Collective Bargaining Agreement ("CBA") between the PARTIES and agree to the following:

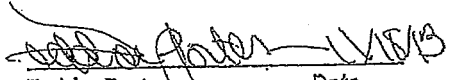
1. The GRIEVANT/Union:
  - a. Shall withdraw the above referenced grievances within ten (10) days of the date of this agreement;
  - b. Agrees to no future application to or employment with the Iowa Department of Corrections at Fort Dodge Correctional Facility;
2. In consideration of the foregoing, the State of Iowa:
  - a. Shall remove the letter of termination from the GRIEVANT's file and replace it with this Agreement, which will constitute a voluntary resignation effective upon execution of this agreement;
  - b. Shall adjust the GRIEVANT'S personnel file accordingly;
  - c. Shall provide a neutral letter of recommendation which will include the Grievant's date of hire, position, outcome of past evaluations, and length of service;
  - d. Shall not contest the Grievant's unemployment hearing.
3. The PARTIES agree to the following provisions:
  - a. No promises for other or future consideration have been made by anyone. The above consideration is all that shall be received by the PARTIES.
  - b. Nothing herein shall be construed as liability against or admission of guilt on the part of either PARTY.

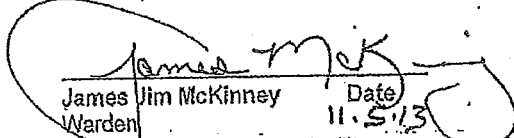
AFSCME IOWA COUNCIL 61  
MAY 30 2013

- c. This Agreement shall serve as a good faith settlement of any and all alleged issues and damages arising from and related to the grievance.
  - d. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in the grievance. The PARTIES shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceedings.
4. The PARTIES agree that this agreement is the full and final resolution of this matter and this agreement shall supersede all and any other terms not specifically contained herein, whether oral or written.

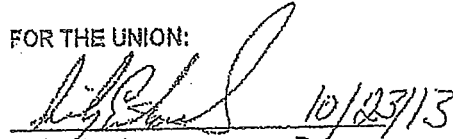
IN WITNESS WHEREOF, this settlement agreement has been duly executed by the parties hereto.

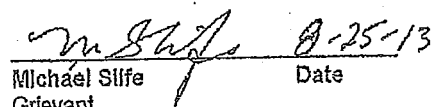
FOR THE STATE:

  
\_\_\_\_\_  
Teddra Porteous                      Date  
Labor Relations Specialist  
Iowa Department of Administrative Services

  
\_\_\_\_\_  
James Jim McKinney                      Date  
Warden                      11.5.13  
Fort Dodge Correctional Facility  
Iowa Department of Corrections

FOR THE UNION:

  
\_\_\_\_\_  
Rick Ellander                      Date  
Union Representative  
AFSCME Iowa Council 61

  
\_\_\_\_\_  
Michael Silfe                      Date  
Grievant                      8-25-13

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

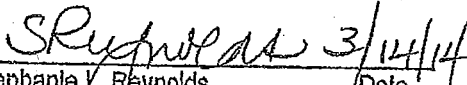
The State of Iowa, Department of Administrative Services, and Department of Corrections, Iowa State Penitentiary, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the following grievances: Kathy Hershberger (AFSCME No. 120727/DAS No. 13-0572/ PERB No. 14-GA-043); Stacey Link (AFSCME No. 122673/DAS No. 13-0478/PERB No. 14-GA-045); Dawn Hecox (AFSCME No. 120738/DAS No. 13-0571/PERB No. 14-GA-044); and Dawn Hecox (AFSCME No. 120742/DAS No. 14-0032), hereinafter the Grievants, that alleged a violation of Article IX, Section 11 (Paid Annual Leave of Absence - Vacation) of the 2013-2015 Collective Bargaining Agreement between the parties.

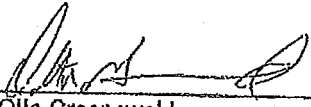
The parties have agreed to the following:

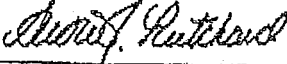
1. Pursuant to Article III (Management Rights) of the Collective Bargaining Agreement, the parties recognize, consistent with the Collective Bargaining Agreement, the right of Management to maintain the efficiency of governmental operations, and determine and implement methods, means, assignments and personnel by which the healthcare unit operations are to be conducted.
2. Pursuant to Article IX, Section 11 (Paid Annual Leave of Absence - Vacation) of the Collective Bargaining Agreement, every attempt will be made to grant employees vacation at the requested time. However, when denying healthcare unit employees' vacation requests Management will not state the sole reason for the denial is due to the employee's weekend work schedule.
3. In consideration of the foregoing, the Union will withdraw the above referenced grievances and grievance arbitrations.
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. 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:

FOR THE UNION:

  
Stephanie L. Reynolds  
Labor Relations Specialist  
Iowa Department of Administrative Services

  
Otto Greenwald  
Staff Representative  
AFSCME Iowa Council 61

  
Susie Pritchard  
Human Resources Director  
Iowa Department of Corrections

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resource Enterprise, and the Department of Human Services, Civil Commitment Unit for Sexual Offenders (collectively "State"), and the American Federation of State, County, and Municipal Employees Iowa Council 61 ("Union"), enter into the following Agreement in full and final resolution of the grievance filed by Matthew Royster ("Grievant"), AFSCME No. 109098, DAS No. 43-0487 alleging a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arises out of the termination of Grievant's employment by the State on or about May 2, 2013.

The parties agree to the following terms of settlement:

1. The Grievant will be allowed to resign in lieu of termination. Upon execution of this Settlement Agreement, the termination letter will be removed from the Grievant's personnel file and replaced with this Agreement which will constitute a letter of resignation effective May 2, 2013.
2. In consideration of the foregoing, the Union will withdraw the above-referenced grievance.
3. This agreement is executed by the parties as a good faith settlement of all issues arising from the facts alleged in all grievances referenced herein. No promises of any further consideration have been made by any party to this agreement. The above consideration constitutes the full and final consideration for all claims and potential causes of action, known or unknown, arising from the above-referenced grievance.
4. This settlement shall not prejudice any future grievances not specifically identified in this agreement. The terms of this settlement agreement pertain only to the facts involved in the grievances specifically identified herein. The parties agree that this settlement shall not be used or cited for precedential value or support in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

*Jeffrey R. Edgar* 7-9-13  
Jeffrey R. Edgar      Date  
Labor Relations  
Department of Administrative Services

*Dr. Jason Smith*  
Dr. Jason Smith      Date  
Superintendent  
DHS, COUSO

FOR THE UNION

*Preston DeBoer* 7.12.13  
Preston DeBoer      Date  
Staff Representative  
AFSCME Iowa Council 61

*Matthew Royster* 7-15-13  
Matthew Royster      Date  
Grievant

STATE OF IOWA  
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-IOWA  
ALCOHOL BEVERAGES DIVISION,

GRIEVANCE NUMBERS:  
IDAS 13-0495; AFSCME 121044

&

AFSCME IOWA COUNCIL 61  
FOR GARY ADAMS, GRIEVANT.

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GRIEVANCE SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services (hereinafter "IDAS") and the Iowa Alcohol Beverages Division (hereinafter the "STATE") and AFSCME Iowa Council 61 for Gary Adams (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement on this 23<sup>rd</sup> day of October 2013, in full and final resolution of the grievance filed by the GRIEVANT, IDAS No. 13-0495/AFSCME No. 121044, that alleged a violation of Article IV, Section 9 of the 2011-2013 Collective Bargaining Agreement ("CBA") between the PARTIES and agree to the following:


1. The GRIEVANT/Union shall:
  - a. Withdraw the above referenced grievance;
  - b. Resign in lieu of termination.
2. In consideration of the foregoing, the State of Iowa/ABD shall:
  - a. Remove the termination letter from the Grievant's file and replace it with this settlement agreement, which shall serve as a resignation in lieu of termination;
  - b. Pay GRIEVANT for lump sum back wages not subject to IPERS in an amount of five thousand dollars (\$5,000.00) less all applicable State and Federal income taxes and social security taxes within forty-five (45) business days of the date of this agreement;
  - c. Shall adjust the GRIEVANT'S personnel file accordingly.
3. The PARTIES agree to the following provisions:
  - a. No promises for other or future consideration have been made by anyone. The above consideration is all that shall be received by the PARTIES.
  - b. Nothing herein shall be construed as liability against or admission of guilt on the part of either PARTY.
  - c. This Agreement shall serve as a good faith settlement of any and all alleged issues and damages arising from and related to the grievance.

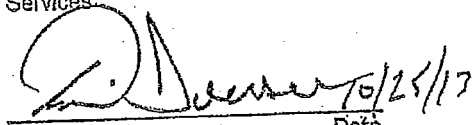
d. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in the grievance. The PARTIES shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceedings.

4. The PARTIES agree that this agreement is the full and final resolution of this matter.


IN WITNESS WHEREOF, this settlement agreement has been duly executed by the parties hereto.

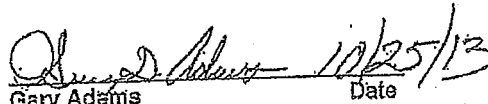
FOR THE STATE:

  
Teddra J. Porteous  
Labor Relations Specialist  
Iowa Department of Administrative Services  
Date 10/25/13

  
Tim Iverson  
Iowa Alcohol Beverages Division  
Date 10/25/13

FOR THE UNION:

  
Adam Swihart  
Union Representative  
AFSCME Iowa Council 61  
Date 10/25/13

  
Gary Adams  
Grievant  
Date 10/25/13

13-0592

2691-20-13-MB



# AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL	2991
CONTRACT	Master
GRIEVANCE NUMBER	120113
CLASSIFICATION	RTW
HOME PHONE NUMBER	( )
IMMEDIATE SUPERVISOR	Kara Clark

NAME OF EMPLOYEE (GRIEVANT)	Ryan Delt
SOC. SEC. NO. (processing delayed if not filled in)	[REDACTED]
HOME ADDRESS	[REDACTED]
CITY/STATE	[REDACTED]
WORK LOCATION	GRC Area 4

## STATEMENT OF GRIEVANCE

CONTRACT VIOLATION: All Applicable

ARTICLE	IV
SECTION	IF

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
 Union was notified on 6-28-13 that grievant was give a one day suspension with out just cause

ADJUSTMENT REQUIRED: make whole

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	[REDACTED]
DATE	6-28-13
UNION STEWARD'S SIGNATURE	[REDACTED]
STEWARDS SOC. SEC. NO. (processing delayed if not filled in)	[REDACTED]

**1st STEP**

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
DISPOSITION OF GRIEVANCE		

**2nd STEP**

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
DISPOSITION OF GRIEVANCE		

1 Day reduced to a written reprimand as of 9/16/2013.  
 No back pay will be awarded. Agreement is non precedent setting.  
 M. Miller 9/16/2013

**3rd STEP**

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
DISPOSITION OF GRIEVANCE		

RECEIVED 6-28-13  
 RECORDED 7-1-13

MANAGEMENT'S COPY (Traveling Copy)

13-0593

2689-20-13-MB



# AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL	2991
CONTRACT	Master
GRIEVANCE NUMBER	120110

NAME OF EMPLOYEE (GRIEVANT) <i>Kyan Belt</i>	SOC. SEC. NO. (processing delayed if not filled in)	CLASSIFICATION <i>Rtw</i>
HOME ADDRESS		HOME PHONE NUMBER
WORK LOCATION <i>GRC Area 4</i>		IMMEDIATE SUPERVISOR <i>Kara Clark</i>

### STATEMENT OF GRIEVANCE

CONTRACT VIOLATION: *All Applicable*

ARTICLE <i>IV</i>	SECTION <i>IX</i>
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
*Grievant was given a written reprimand without just cause*

ADJUSTMENT REQUIRED:  
*make whole*

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE <i>6-10-13</i>	UNION STEWARD'S SIGNATURE <i>Alexia M. Black</i>	STEWARD'S SOC. SEC. NO. (processing delayed if not filled in)
(STEWARD) HOME ADDRESS			

### 1st STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE <i>Kyle Kig</i>	DATE RECEIVED <i>6-10-13</i>	DATE ANSWERED <i>6-28-13</i>
--	---------------------------------	---------------------------------

DISPOSITION OF GRIEVANCE  
*Grievance denied. Kyle Kig* (6-28-13)

### 2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
---------------------------------------	---------------	---------------

DISPOSITION OF GRIEVANCE  
*Discipline Removed 9-16-2013* *M. Bluth*  
*9/16/13*

### 3rd STEP

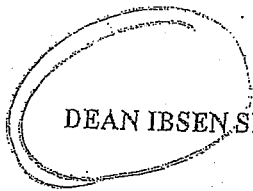
MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
---------------------------------------	---------------	---------------

DISPOSITION OF GRIEVANCE

RECEIVED 6-28-13  
RECORDED 7-1-13

MANAGEMENT'S COPY (Traveling Copy)

F-113



**DEAN IBSEN SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release ("Agreement") is made and entered into, by and between the State of Iowa, Department of Administrative Services ("DAS") and Dean Ibsen ("Ibsen")(collectively the "Parties").

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose of Agreement. This Agreement shall serve as a full, final and complete settlement of any and all claims and damages contained in and related to the non-contract grievance filed by Ibsen on February 6, 2012, IDAS #12-0624, and appealed to the Public Employment Relations Board ("PERB") on May 9, 2012, PERB No. 12-MA-04 (collectively the "Grievance" which is attached hereto as Exhibit "1").
2. Denial of Liability. This Agreement shall not in any way be construed as an admission of liability or wrongdoing whatsoever on the part of DAS or Ibsen.
3. Dismissal by Ibsen. Ibsen shall dismiss with prejudice the Grievance and any and all other known claims Ibsen may or might have against the State of Iowa arising from his prior employment. Upon completion of such, Ibsen shall promptly forward a copy of all such documentation to Mike Carroll, Director of Administrative Services, Hoover Building 3<sup>rd</sup> Floor, 1305 East Walnut Street, Des Moines, IA 50319.
4. Payment. After the receipt of all necessary documentation, DAS shall pay Ibsen a total of \$70,826.25 (which is equivalent to fifteen (15) quarters of IPERS). Payment shall be made in accordance with the following schedule: 1) \$10,000 within thirty (30) days of the execution of this Agreement, 2) \$35,000 to be paid into Ibsen's existing deferred compensation account with the State of Iowa within thirty (30) days of the execution of this Agreement, and 3) \$25,826.25 to be paid as deferred compensation on January 2, 2014. All payments identified above shall be paid as wages.
5. No Further Consideration. DAS and Ibsen acknowledge no promises for other or future consideration have been made by anyone. Ibsen agrees to accept and understands the consideration described in Paragraph 4 is all he shall receive in exchange for his release of all claims and potential causes of actions and suits arising from his employment at the State of Iowa.

0624-005-1674 -XXXX

6. Release and Discharge.

a. This Agreement shall serve as a good faith settlement and final resolution of any and all claims Ibsen may or might have against the State of Iowa arising from or related to his employment, and represents a full and complete settlement of any and all alleged damages arising from or related to the Grievance.

watch health

\$ 23850  
deferred comp  
\$ .54 net pay  
on 23825  
if you do not want to  
cut to close  
Michelle Hensel  
231-3976

FY14 \$ 25,826.25 ✓ Dean

FY14 25,000.00 ✓ Carol ✓

\$ 70,826.25 + 171,911.11 (EO12) = 1,951,75

b. In exchange for the consideration outlined in Paragraph 4, Ibsen, his agents, representatives, heirs, executors, administrators, and assigns, whether in an individual capacity, official capacity, or any other capacity, hereby mutually, completely and unconditionally releases, acquits and forever discharges the State of Iowa, DAS, and their officers, employees, and agents, whether in an individual capacity, official capacity, or any other capacity, from any and all claims, demands, obligations, causes of action, damages, costs, expenses and compensation of any nature whatsoever, be they direct or indirect, in law or in equity, whether known or unknown, which Ibsen may have had, presently has, or may have in the future, arising from or related to his employment.

c. Additionally, the State of Iowa, DAS, and their officers, employees, and agents, whether in an individual capacity, official capacity, or any other capacity, hereby mutually, completely and unconditionally releases, acquits and forever discharges Ibsen from any and all claims, demands, obligations, causes of action, damages, costs, expenses and compensation of any nature whatsoever, be they direct or indirect, in law or in equity, whether known or unknown, which the State of Iowa, DAS, and their officers, employees, and agents, whether in an individual capacity, official capacity, or any other capacity, may have had, presently has, or may have in the future.

7. Integration. This Agreement shall constitute the only and entire understanding between the Parties concerning the Grievance and fully supersedes any and all prior agreements or understandings. Other prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the Parties relating to the Grievance and not embodied in this Agreement shall have no force and effect.

8. Amendments. No modification of this Agreement shall be valid, binding or enforceable unless made in writing and signed by the Parties.

9. Severability. The provisions of this Agreement are independent of each other, and the invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision. If any provision of this Agreement is held to be invalid, unenforceable, or contrary to public policy, whether in whole or in part, the remaining provisions shall remain valid, binding and enforceable.

10. Non-precedent Setting. 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 upon this Agreement or cite the same as precedent in any grievance, arbitration, litigation or other proceeding in the future.

11. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and to their respective heirs, executors, administrators, successors and assigns, and other legal representatives.



STATE OF IOWA  
AND  
UE LOCAL 893/ IOWA UNITED PROFESSIONALS

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resource Enterprise, and The Iowa Department of Human Services (collectively "State"), and the UE Local 893/ Iowa United Professionals ("Union"), enter into the following Agreement in full and final resolution of a grievance filed on behalf of Janet Layman ("Grievant"), identified as State No. 13-0012 and Union No. 12-012, that alleged a violation of Article IV, Section 11 (Discipline and Discharge) of the Collective Bargaining Agreement between the parties.

This settlement arises out of a ten (10) day unpaid suspension issued to Grievant on or about July 6, 2012.

The parties agree to the following terms of settlement:

1. The above-referenced ten (10) day unpaid suspension will be reduced to a five (5) day unpaid suspension.
2. Grievant will be restored five (5) days' pay and benefits.
3. [REDACTED]
4. In consideration of the foregoing, the Union will withdraw the above-referenced grievance.
5. This agreement is executed by the parties as a good faith settlement of all issues arising from the facts alleged in all grievance 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 Grievant's claims in this grievance.
6. This settlement shall not prejudice any future grievances not specifically identified in this agreement. The terms of this settlement agreement pertain only to the facts involved in the grievances referenced herein. The parties agree that this settlement shall not be used or cited for precedential value or support in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

Jeffrey R. Edgar 10/23/13  
Date  
Jeffrey R. Edgar  
Labor Relations  
Department of Administrative Services

FOR THE UNION

Michael Hansen 10-21-2013  
Date  
Michael Hansen  
Representative  
UE International


Paul Rode 10-23-13  
Date  
Paul Rode  
Department of Corrections

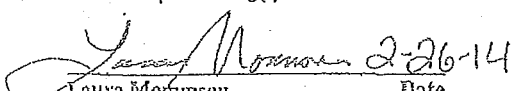
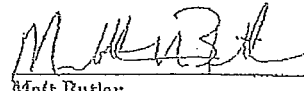
Janet Layman 10/21/13  
Date  
Janet Layman  
Grievant

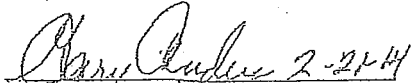
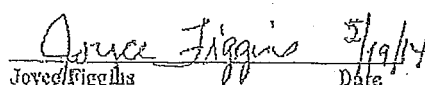
SETTLEMENT AGREEMENT  
JOYCE FIGGINS GRIEVANCES

The State of Iowa, Department of Administrative Services, Glenwood Resource Center ("State"), along with the American Federation of State, County and Municipal Employees, Iowa Council 61 ("Union"), and Joyce Figgins ("Grievant"), collectively "the Parties," enter into the following Settlement Agreement ("Agreement") in full, final and complete resolution of three attendance grievances: DAS 13-0076 / AFSCME 117763 (one day suspension issued on August 1, 2012); DAS 14-0003 / AFSCME 120119 (five day suspension issued on June 28, 2013); and AFSCME 124218 (five day suspension issued on October 24, 2013), collectively the "Grievances."

In full, final and complete resolution of Grievances, the Parties agree to the following:

1. Prior to Wednesday, February 5, 2014 Union shall promptly withdraw Grievances and shall send copies of the withdrawal to both of the undersigned State representatives.
2. In exchange for the consideration listed in Paragraph 1 and after all below signatures are obtained, State agrees to reduce the one (1) day suspension to a written reprimand and reduce both five day suspension to three day suspension.   
  
 Grievant shall not receive any back pay.
3. This Agreement shall serve as a good faith settlement of any and all alleged claims, potential causes of action and damages alleged in, related to, and/or arising from Grievances.
4. Union and Grievant acknowledge no promises for any other or future consideration have been made by anyone. The above consideration is all Grievant shall receive for the claims, potential causes of action and damages alleged in, related to, and/or arising from Grievances.
5. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in Grievances. The Parties shall not rely on this Agreement or cite the same as an example, standard and/or precedent in any grievance, arbitration, litigation or any other future proceeding(s) which do not involve Grievant.

	2-26-14		2/20/2014
Laura Mommensen	Date	Matt Butler	Date
Labor Relations Specialist,		Union Representative,	
Dept. of Admin Services		AFSCME Iowa Council 61	

	2-21-14		2/19/14
Gary Auders	Date	Joyce Figgins	Date
Interim Superintendent		Grievant	
Glenwood Resource Center			

## SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Independence Mental Health Institute ("State") and the American Federation of State, County and Municipal Employees Iowa Council 61 ("Union"), collectively "the Parties" enter into the following agreement in full, final and complete resolution of [REDACTED] Grievances:

- a. DAS 13-0085 /AFSCME 95154, Theresa Leohr (Written Reprimand);
- b. DAS 13-0106 /AFSCME 95155, Ted Wienhold (Written Reprimand);
- c. DAS 13-0173 /AFSCME 95211, Shannon Bundy (Written Reprimand);
- d. DAS 13-0209 /AFSCME 95212, Marty Sorg (Written Reprimand);
- e. DAS 13-0344 /AFSCME 95214, Shannon Bundy (Written Reprimand); and
- f. DAS 13-0591 /AFSCME 95227, Linda Kelty (1-Day Suspension).

(the "Grievances" and "Grievants").

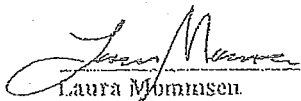
In full, final and complete resolution of the Grievances, the Parties have agreed to the following:

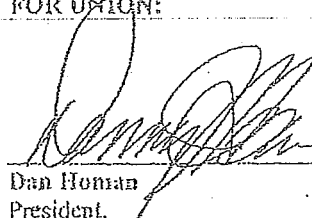
1. Prior to September 24, 2013, Union shall withdraw each and every one of the Grievances and shall send copies of the withdrawals to the assigned arbitrators and both of the undersigned State representatives.
2. In exchange for the consideration listed in Paragraph 1 and after all below signatures are obtained (Agreement is fully executed), Management shall remove the above grievated disciplines. Management shall also pay Linda Kelty one (1) day back pay and accruals to be calculated according to her rate of pay as of June 14, 2013.
3. Union and State agree to equally split any and all arbitration fees as of September 9, 2013, including: cancellation, docketing, and/or travel costs and fees associated with the cancellation of the Grievances. If additional fees are incurred because Union fails to timely withdraw any of the Grievances and/or notify the respective arbitrators of such, Union shall be solely responsible for these additional fees.
4. This Agreement shall serve as a good faith settlement of any and all alleged claims and damages alleged in, related to, and/or arising from Grievance.
5. Union and Grievants acknowledge no promises for any other or future consideration have been made by anyone. The above consideration is all that Grievants shall receive for the claims and potential causes of action alleged in, related to, and/or arising from the Grievances.

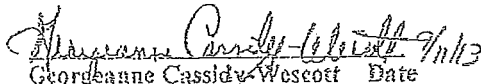
6. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in the Grievances. The Parties shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceeding(s).


FOR STATE:

FOR UNION:

 9/11/13  
\_\_\_\_\_  
Date  
Laura Mommisen  
Labor Relations Attorney,  
Dept. of Admin Services

 9/10/2013  
\_\_\_\_\_  
Date  
Dan Honan  
President,  
AFSCME Iowa Council 61

 9/11/13  
\_\_\_\_\_  
Date  
Georgeanne Cassidy-Wescott  
Administrator of Nursing,  
MHI Independence

 9/10/13  
\_\_\_\_\_  
Date  
Robin White  
Union Representative,  
AFSCME Iowa Council 61

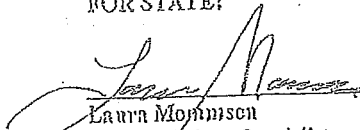
**AFSCME CONTRACT GRIEVANCE  
SETTLEMENT AGREEMENT**

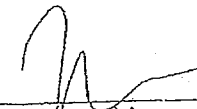
The State of Iowa, Department of Administrative Services and the Glenwood Resource Center ("State") along with the American Federation of State, County and Municipal Employees Iowa Council 61 ("Union"), collectively "the Parties" enter into the following Settlement Agreement ("Agreement") in full, final and complete resolution of the two grievances filed by AFSCME and on behalf of Starla Springs ("Grievant") AFSCME No. 120046 / DAS 12-0900 and AFSCME 120057 / DAS 13-0087 (the "Grievances").

In full, final and complete resolution of the Grievances, the Parties agree to the following:


1. Prior to September 1, 2013, Union shall withdraw the Grievances. Union shall promptly send copies of the withdrawals to both of the undersigned State representatives.
2. In exchange for the withdrawal of AFSCME 120057 / DAS 13-0087, State agrees to reduce Grievant's five (5) day suspension issued on August 7, 2012 to a three (3) day suspension. [REDACTED] Grievant shall not receive any back pay.
3. In exchange for the withdrawal of AFSCME No. AFSCME No. 120046 / DAS 12-0900, State agrees to reduce Grievant's three (3) day suspension issued on June 18, 2012 to a one (1) day suspension. [REDACTED] Grievant shall not receive any back pay.
4. This Agreement shall serve as a good faith settlement of any and all alleged claims and potential causes of action alleged in, related to, and/or arising from Grievance.
5. Union and Grievant acknowledge no promises for any other or future consideration have been made by anyone. The above consideration is all that Grievant shall receive for the claims and potential causes of action alleged in, related to, and/or arising from Grievance.
6. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in Grievance. The Parties shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceeding(s), which do not involve Grievant.

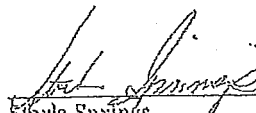
FOR STATE:

 10/3/13  
Date  
Laura Morrison  
Labor Relations Specialist,  
Dept. of Admin Services

 10/3/13  
Date  
Zvia McCormick  
Glenwood Resource Center

FOR UNION:

 9/1/2013  
Date  
Matt Butler  
Union Representative,  
AFSCME Iowa Council 61

  
Date  
Starla Springs  
Grievant

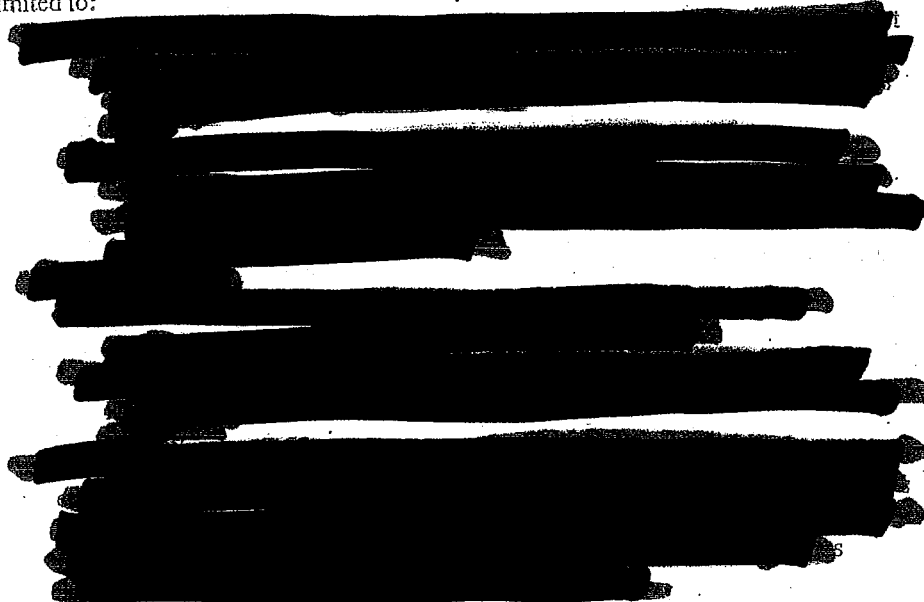
## EARL WORKMAN GRIEVANCE

### SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services ("State") and the American Federation of State, County and Municipal Employees Iowa Council 61 ("Union"), collectively "the Parties" enter into the following Settlement Agreement ("Agreement") in full, final and complete resolution of the grievance filed by Earl Workman ("Grievant") AFSCME No. 115335/DAS 13-0108 ("Grievance"), that alleged a violation of "Article IV and Section IX all that may apply" of the 2011-2013 Collective Bargaining Agreement between the Parties.

The Parties have agreed to the following:

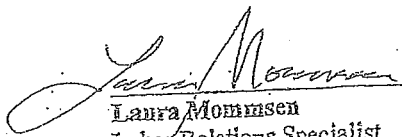
1. Grievant shall strictly adhere to all DOC/CCF rules and policies, including but not limited to:

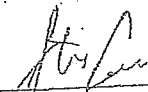


2. Union shall promptly withdraw the Grievance.
3. In exchange for the consideration listed in Paragraph 1(a)-(c) and Paragraph 2, Grievant's ten (10) day suspension without pay and final warning shall be reduced to a six (6) day suspension without pay. Instead of being paid for the four (4) day difference, Grievant shall receive four (4) days of compensation time. Any impact on benefits shall be adjusted accordingly.
4. No promises for other or future consideration have been made by anyone. The above consideration is all that shall be received by the Parties.


5. This Agreement shall serve as a good faith settlement of any and all alleged issues and damages arising from and related to the Grievance.
6. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in the Grievance. The Parties shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceedings.

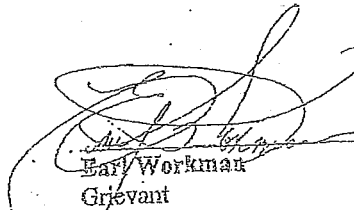
FOR THE STATE:

  
Date 11-13-12  
Laura Mommsen  
Labor Relations Specialist  
DAS

  
Date 11-1-12  
Steve Jenkins  
Deputy Superintendent  
Clarinda Correctional Facility

FOR THE UNION:

  
Date 10/31/2012  
Matthew Butler  
Union Representative  
AFSCME Iowa Council 61

  
Date 11-6-2012  
Earl Workman  
Grievant

13-0204



# AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL	2992
CONTRACT	2011-2013
GRIEVANCE NUMBER	113819
CLASSIFICATION	NC-RN
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Sharon Hammes

NAME OF EMPLOYEE (GRIEVANT) *Tim Davison*

WORK LOCATION *Orlando Treatment Complex*

### STATEMENT OF GRIEVANCE

CONTRACT VIOLATION *Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100*

ARTICLE *11, XI*

DATE AND TIME OF THE INCIDENT (BY PLACE): *on 11-1-2012*

ADJUSTMENT REQUIRED: *Make things whole in all matters*

UNION STEWARD'S SIGNATURE (Required) *[Signature]* DATE *11/15/12* UNION STEWARD'S SIGNATURE *[Signature]* STEWARDS SOC. SEC. (delayed if not filed in)

STEWARDS HOME ADDRESS *[REDACTED]* (STEWARDS HOME PHONE NUMBER *[REDACTED]*)

1st STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
---------------------------------------	---------------	---------------

DISPOSITION OF GRIEVANCE

2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
---------------------------------------	---------------	---------------

DISPOSITION OF GRIEVANCE  
*Resolved prior to second step meeting. The 3 day paper suspension will be removed from the employee's personal file.*  
*Deed Cashon Sr. Supv*

3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
---------------------------------------	---------------	---------------

DISPOSITION OF GRIEVANCE

STATE OF IOWA  
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-DEPARTMENT OF  
TRANSPORTATION,

GRIEVANCE NUMBERS:  
IDAS 13-0281; AFSCME 112355

&

AFSCME IOWA COUNCIL 61  
FOR NORM NICKEL, GRIEVANT

---

GRIEVANCE SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services (hereinafter "IDAS") and the Department of Transportation (hereinafter the "STATE") and Norm Nickel (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement in full and final resolution of the grievance filed by the GRIEVANT, IDAS No. 13-0281 / AFSCME No. 112355, that alleged a violation of Article IV, Section 9 of the 2011-2013 Collective Bargaining Agreement ("CBA") between the PARTIES.

1. The GRIEVANT/Union:

a. Shall immediately withdraw the above referenced grievance;

b. [REDACTED]

2. In consideration of the foregoing, the State of Iowa:

a. Shall remove the written reprimand from the GRIEVANT's file six (6) months from the date of issuance [REDACTED]

b. Shall adjust the GRIEVANT'S personnel file accordingly;

c. Agrees that if the GRIEVANT is disciplined for any reason within six (6) months of the date of the written reprimand, the STATE shall not remove the GRIEVANT'S written reprimand from the GRIEVANT'S file and the original written reprimand related to this Grievance shall remain in the GRIEVANT'S personnel file for one (1) complete year.

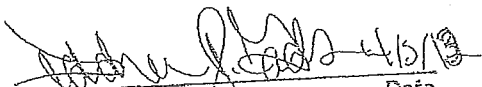
3. The PARTIES agree to the following provisions:

a. No promises for other or future consideration have been made by anyone. The above consideration is all that shall be received by the PARTIES.

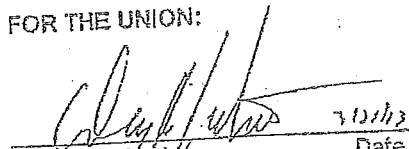
b. Nothing herein shall be construed as liability against or admission of guilt on the part of either PARTY.

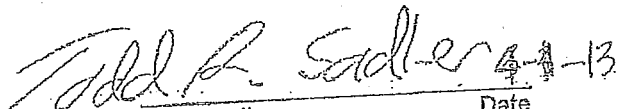
- c. This Agreement shall serve as a good faith settlement of any and all alleged issues and damages arising from and related to the grievance.
- d. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in the grievance. The PARTIES shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceedings.


FOR THE STATE:

  
\_\_\_\_\_  
Teddra Gadson  
Labor Relations Specialist  
Iowa Department of Administrative  
Services  
Date 4/15/13

FOR THE UNION:

  
\_\_\_\_\_  
Adam Swihart  
Union Representative  
AFSCME Iowa Council 61  
Date 7/12/13

  
\_\_\_\_\_  
Todd R. Sadler  
Employee Relations Supervisor  
Iowa Department of Transportation  
Director, Office of Employee Services  
Date 4-1-13

  
\_\_\_\_\_  
Norm Nickel  
Grievant  
Date 3-25-13

STATE OF IOWA  
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-DEPARTMENT OF  
TRANSPORTATION,

GRIEVANCE NUMBERS:  
IDAS 13-0293; AFSCME 112357

2.

AFSCME IOWA COUNCIL 61  
FOR BOB STRADLEY, GRIEVANT

---

GRIEVANCE SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services (hereinafter "IDAS") and the Department of Transportation (hereinafter the "STATE") and Bob Stradley (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement in full and final resolution of the grievance filed by the GRIEVANT, IDAS No. 13-0293 / AFSCME No. 112357, that alleged a violation of Article IV, Section 9 of the 2011-2013 Collective Bargaining Agreement ("CBA") between the PARTIES.

1. The GRIEVANT/Union:

- a. Shall immediately withdraw the above referenced grievance;
- b. [REDACTED]

2. In consideration of the foregoing, the State of Iowa:


- a. Shall remove the written reprimand from the GRIEVANT's file six (6) months from the date of issuance [REDACTED]
- b. Shall adjust the GRIEVANT'S personnel file accordingly;
- c. Agrees that if the GRIEVANT is disciplined for any reason within six (6) months of the date of the written reprimand, the STATE shall not remove the GRIEVANT's written reprimand from the GRIEVANT'S file and the original written reprimand related to this Grievance shall remain in the GRIEVANT'S personnel file for one (1) complete year.

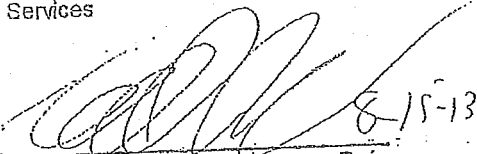
3. The PARTIES agree to the following provisions:

- a. No promises for other or future consideration have been made by anyone. The above consideration is all that shall be received by the PARTIES.
- b. Nothing herein shall be construed as liability against or admission of guilt on the part of either PARTY.

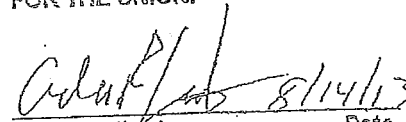
- c. This Agreement shall serve as a good faith settlement of any and all alleged issues and damages arising from and related to the grievance.
- d. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in the grievance. The PARTIES shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceedings.

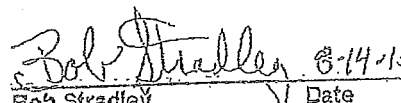
FOR THE STATE:

  
Teddra Gadsen Date 8/15/13  
Labor Relations Specialist  
Iowa Department of Administrative Services

  
Todd Sadler Date 8-15-13  
Employee Relations Supervisor  
Iowa Department of Transportation

FOR THE UNION:

  
Adam Swihart Date 8/14/13  
Union Representative  
AFSCME Iowa Council 61

  
Bob Stradley Date 8-14-13  
Grievant

STATE OF IOWA  
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-IOWA  
DEPARTMENT OF TRANSPORTATION,

&

GRIEVANCE NUMBERS:  
IDAS 13-0295; AFSCME 108749


AFSCME IOWA COUNCIL 61  
FOR JASON HOLLAND, GRIEVANT

---

GRIEVANCE SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services (hereinafter "IDAS") and the Iowa Department of Transportation (hereinafter the "STATE") and AFSCME Iowa Council 61 (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement on this 6<sup>th</sup> day of June 2013, in full and final resolution of the grievance arbitration filed by the GRIEVANT, IDAS No. 13-0295, AFSCME No. 108749, that alleged a violation of Article IV, Section 9 of the 2011-2013 Collective Bargaining Agreement ("CBA") between the PARTIES and agree to the following:

1. The GRIEVANT/Union:

- a. Shall, in writing, immediately withdraw the above referenced grievance;
- b. Shall maintain professional behavior;
- c. 

2. In consideration of the foregoing, the State of Iowa/DOT:

- a. Shall remove the written reprimand from the GRIEVANT'S file;
- b. Shall adjust the GRIEVANT'S personnel file accordingly.

3. The PARTIES agree to the following provisions:

a. 


- b. No promises for other or future consideration have been made by anyone. The above consideration is all that shall be received by the PARTIES.
- c. Nothing herein shall be construed as liability against or admission of guilt on the part of either PARTY.

- d. This Agreement shall serve as a good faith settlement of any and all alleged issues and damages arising from and related to the grievance.
- e. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in the grievance. The PARTIES shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceedings.


4. The PARTIES agree that this agreement is the full and final resolution of this matter.

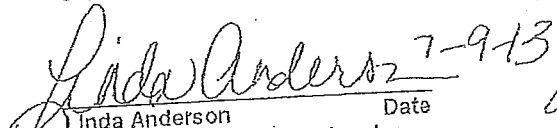
IN WITNESS WHEREOF, this settlement agreement has been duly executed by the parties hereto.

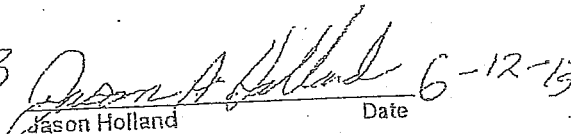
FOR THE STATE:

  
Tedra J. Porteous  
Labor Relations Specialist  
Iowa Department of Administrative Services  
Date 7-9-13

FOR THE UNION:

  
Adam Swilkart  
Union Representative  
AFSCME Iowa Council 61  
Date 8-15-13

  
Linda Anderson  
Employee Relations Team Lead  
Iowa Department of Transportation  
Date 7-9-13

  
Jason Holland  
Grievant  
Date 6-12-13

STATE OF IOWA  
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-IOWA  
WORKFORCE DEVELOPMENT,

GRIEVANCE NUMBERS:  
IDAS 13-0327; AFSCME 115801

AFSCME IOWA COUNCIL 61  
FOR LILLIE SIMPSON, GRIEVANT

GRIEVANCE SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services (hereinafter "IDAS") and the Iowa Workforce Development (hereinafter the "STATE") and Lillie Simpson (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement in full and final resolution of the grievance filed by the GRIEVANT, IDAS No. 13-0327 / AFSCME No. 115801, that alleged a violation of Article IV, Section 9 of the 2011-2013 Collective Bargaining Agreement ("CBA") between the PARTIES.

1. The GRIEVANT/Union:

- a. Shall immediately withdraw the above referenced grievance;
- b. [REDACTED]

2. In consideration of the foregoing, the State of Iowa:

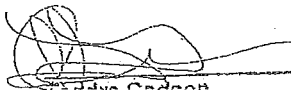
- a. Shall remove the written reprimand from the GRIEVANT's file six (6) months from the date of issuance [REDACTED]
- b. Shall adjust the GRIEVANT'S personnel file accordingly;
- c. Agrees that if the GRIEVANT is disciplined for any reason within six (6) months of the date of the written reprimand, the STATE shall not remove the GRIEVANT's written reprimand from the GRIEVANT'S file and the original written reprimand related to this Grievance shall remain in the GRIEVANT'S personnel file for one (1) complete year.

3. The PARTIES agree to the following provisions:

- a. No promises for other or future consideration have been made by anyone. The above consideration is all that shall be received by the PARTIES.
- b. Nothing herein shall be construed as liability against or admission of guilt on the part of either PARTY.

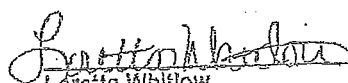
- c. This Agreement shall serve as a good faith settlement of any and all alleged issues and damages arising from and related to the grievance.
- d. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in the grievance. The PARTIES shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceedings.

FOR THE STATE:


  
Jeddra Gadson  
Labor Relations Specialist  
Iowa Department of Administrative Services

4/9/13  
Date


FOR THE UNION:

  
Loretta Whitlow  
Union Representative  
AFSCME Iowa Council 61

4/9/13  
Date

  
Jon Nelson  
Employee Services Manager  
Iowa Workforce Development

4/8/13  
Date

  
Lillie Simpson  
Grievant

Date

STATE OF IOWA  
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-IOWA  
DEPARTMENT OF TRANSPORTATION,

GRIEVANCE NUMBERS:  
IDAS# 13-0343; AFSCME # 123143

&

AFSCME IOWA COUNCIL 61  
FOR BRENDA BRADFORD, GRIEVANT.

---

GRIEVANCE SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services (hereinafter "IDAS") and the Iowa Department of Transportation (hereinafter the "STATE" or "DOT") and AFSCME Iowa Council 61 for Brenda Bradford (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement on this 3<sup>rd</sup> day of February 2014, in full and final resolution of the grievance filed by the GRIEVANT, IDAS No. 13-0343, AFSCME No. 123143, that alleged a violation of Article IV, Section 9 of the 2011-2013 Collective Bargaining Agreement ("CBA") between the PARTIES and agree to the following:

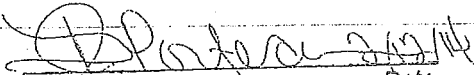
1. The GRIEVANT/Union:
  - a. Shall, in writing, immediately withdraw the above referenced grievance.
2. In consideration of the foregoing, the State of Iowa/DOT shall:
  - a. Reduce the one (1) day suspension to a written reprimand with back pay (at the rate she was earning at the time of the suspension) a year from the original date the one (1) day suspension was issued (February 16, 2013).
  - b. The written reprimand shall remain in her file for a period of six (6) months (August 16, 2014). After six (6) months the written will be removed [REDACTED].
  - c. Adjust the GRIEVANT'S personnel file accordingly.
3. The PARTIES agree to the following provisions:
  - a. The terms of this agreement are non-precedent setting.
  - b. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in the grievance. The PARTIES shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceedings.
  - c. No promises for other or future consideration have been made by anyone. The above consideration is all that shall be received by the PARTIES.
  - d. Nothing herein shall be construed as liability against or admission of guilt on the part of either PARTY.

e. This Agreement shall serve as a good faith settlement of any and all alleged issues and damages arising from and related to the grievance.

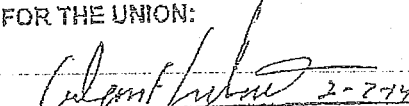
4. The PARTIES agree that this agreement is the full and final resolution of this matter.

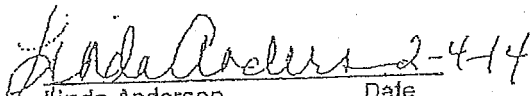
IN WITNESS WHEREOF, this settlement agreement has been duly executed by the parties hereto.

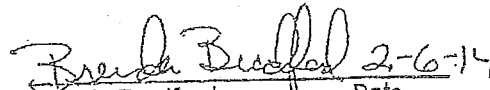
5. (See below signature)  
FOR THE STATE:

  
Teddra J. Porteous Date  
Labor Relations Specialist  
Iowa Department of Administrative  
Services


FOR THE UNION:

  
Adam Swihart Date  
Union Representative  
AFSCME Iowa Council 61

  
Linda Anderson Date  
Employee Relations Lead Worker  
Iowa Department of Transportation

  
Brenda Bradford Date  
Grievant

5. AT this time the director Kim Snook announced in our morning meeting that ALL errors would be forgiven. Due to this being a training period for the new VLS system. Refer to morning meeting notes recorded by Veda Melina.

- added by the grievant before the signatures of T. Porteous + A. Swihart. As such, this doesn't have any bearing on the grievance. 

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT


The State of Iowa, Department of Administrative Services, Human Resource Enterprise, and the Department of Human Services (collectively "State"), and the American Federation of State, County, and Municipal Employees Iowa Council 61 ("Union"), enter into the following Agreement in full and final resolution of the grievance filed by Sandy Henderson ("Grievant"), identified as State grievance No. 13-0362, Union grievance No. 118029, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arises out of a five (5) day suspension [redacted] issued to Grievant on or about February 19, 2013.

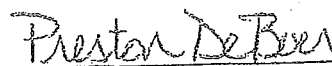
The parties agree to the following terms of settlement:


1. [redacted] The 5 day suspension will remain in full force and effect for all purposes including, but not limited to, progressive discipline.
2. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
3. 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 Grievant's claims in this grievance.
4. This settlement shall not prejudice any future grievances not specifically identified in this agreement. The terms of this settlement agreement pertain only to the facts involved in the grievances specifically identified herein. The parties agree that this settlement shall not be used or cited for precedential value or support in any grievances, arbitration, litigation or other proceedings in the future.

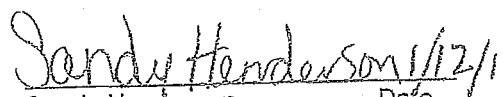
FOR THE STATE

 1/31/14  
\_\_\_\_\_  
Jeffrey R. Edgar Date  
Labor Relations  
Department of Administrative Services

FOR THE UNION

 12.12.13  
\_\_\_\_\_  
Preston DeBoer Date  
Staff Representative  
AFSCME Iowa Council 61

 12/31/13  
\_\_\_\_\_  
Dr. Jason Smith Date  
Superintendent  
DHS, Cherokee Mental Health Institution

 1/12/14  
\_\_\_\_\_  
Sandy Henderson Date  
Grievant

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

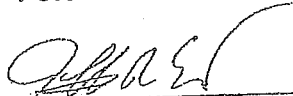
The State of Iowa, Department of Administrative Services, Human Resource Enterprise, and the Department of Human Services (collectively "State"), and the American Federation of State, County, and Municipal Employees Iowa Council 61 ("Union"), enter into the following Agreement in full and final resolution of the grievance filed by Aaron Rice ("Grievant"), identified as State grievance No. 13-0363, Union grievance No. 118030, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arises out of a five (5) day suspension [REDACTED] issued to Grievant on or about February 15, 2013.


The parties agree to the following terms of settlement:


1. [REDACTED] The 5 day suspension will remain in full force and effect for all purposes including, but not limited to, progressive discipline.
2. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
3. 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 Grievant's claims in this grievance.
4. This settlement shall not prejudice any future grievances not specifically identified in this agreement. The terms of this settlement agreement pertain only to the facts involved in the grievances specifically identified herein. The parties agree that this settlement shall not be used or cited for precedential value or support in any grievances, arbitration, litigation or other proceedings in the future.

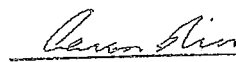
FOR THE STATE

  
\_\_\_\_\_  
Jeffrey R. Edgar                      1/21/14  
Labor Relations                      Date  
Department of Administrative Services

FOR THE UNION

  
\_\_\_\_\_  
Preston DeBoer                      12.12.13  
Staff Representative                      Date  
AFSCME Iowa Council 61

  
\_\_\_\_\_  
Dr. Jason Smith                      12/20/13  
Superintendent                      Date  
DHS, Cherokee Mental Health Institution

  
\_\_\_\_\_  
Aaron Rice                      1/11/14  
Grievant                      Date

STATE OF IOWA  
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-IOWA  
DEPARTMENT OF TRANSPORTATION,

GRIEVANCE NUMBERS:  
IDAS 13-0380; AFSCME 99434

&

AFSCME IOWA COUNCIL 61  
FOR THOMAS MUHLENERUCH, GRIEVANT

GRIEVANCE SETTLEMENT AGREEMENT

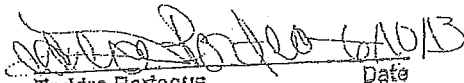
The State of Iowa, Department of Administrative Services (hereinafter "IDAS") and the Iowa Department of Transportation (hereinafter the "STATE") and AFSCME Iowa Council 61 (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement on this 23<sup>rd</sup> day in May 2013, in full and final resolution of the grievance arbitration filed by the GRIEVANT, IDAS No. 13-0380, AFSCME No. 99434, that alleged a violation of Article IV, Section 9 of the 2011-2013 Collective Bargaining Agreement ("CBA") between the PARTIES and agree to the following:

1. The GRIEVANT/Union:
  - a. Shall, in writing, immediately withdraw the above referenced grievance;
  - b. Shall maintain good behavior;
  - c. [REDACTED]
2. In consideration of the foregoing, the State of Iowa:
  - a. Shall reduce the one day suspension to a written reprimand and combine this newly formed written reprimand with the GRIEVANT's written reprimand previously in the GRIEVANT's file;
  - b. Shall remove the newly formed written reprimand from the GRIEVANT's file eighteen (18) months from the date of issuance [REDACTED]
  - c. Agrees that if the GRIEVANT is disciplined for any reason within eighteen (18) months of the date of this agreement, the STATE shall not remove the GRIEVANT's written reprimand from the GRIEVANT's file and the original one (1) day suspension related to this Grievance shall remain in the GRIEVANT'S personnel file;
  - d. Shall adjust the GRIEVANT'S personnel file accordingly;
3. The PARTIES agree to the following provisions:

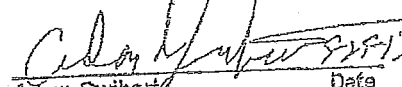
- a. No promises for other or future consideration have been made by anyone. The above consideration is all that shall be received by the PARTIES.
  - b. Nothing herein shall be construed as liability against or admission of guilt on the part of either PARTY.
  - c. This Agreement shall serve as a good faith settlement of any and all alleged issues and damages arising from and related to the grievance.
  - d. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in the grievance. The PARTIES shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceedings.
4. The PARTIES agree that this agreement is the full and final resolution of this matter.

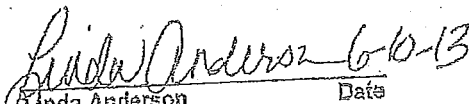
IN WITNESS WHEREOF, this settlement agreement has been duly executed by the parties hereto.


FOR THE STATE:

  
Teddra Porteous  
Labor Relations Specialist  
Iowa Department of Administrative Services  
Date 6/10/13

FOR THE UNION:

  
Adam Swihart  
Union Representative  
AFSCME Iowa Council 61  
Date 5/29/13

  
Linda Anderson  
Employee Relations Team Leader  
Iowa Department of Transportation  
Date 6/10/13

  
Thomas Mühlenbruch  
Grievant  
Date 5/29/13

STATE OF IOWA  
AND  
STATE POLICE OFFICERS COUNCIL

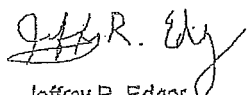
SETTLEMENT AGREEMENT

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 grievance filed by the Union on behalf of Mark Ludwig ("Grievant"), identified as State grievance No. 13-0416, which alleges a violation of Article IV, section 10 and Article XI, section 1 of the 2011-2013 Collective Bargaining Agreement ("CBA") between the parties.

This settlement arises out of a five (5) day suspension issued to Grievant on or about March 14, 2013. In full and final resolution of the above-referenced grievance, the parties agree to the following terms of settlement:

1. The State will replace the original disciplinary notice issued to Grievant in the above-referenced matter with the attached disciplinary notice, hereinafter referred to as *Exhibit A*. Additionally, the attached disciplinary notice will constitute resolution with respect to PSB Nos. PSB 2012-060 PSB 2013-023.
2. Grievant agrees to comply with all action required in the "Necessary Remedial Action" section of *Ex. A*.
3. In consideration of the foregoing, the Union shall withdraw the above-identified grievance (State No. 13-0415).
4. The parties acknowledge an arbitration cancellation fee of one thousand, two hundred dollars (\$1,200.00) was incurred as a result of resolution of this matter prior to arbitration. The State agrees to pay one thousand dollars (\$1,000.00) of that fee, and SPOC agrees to pay the remaining two hundred dollars (\$200.00).
5. This agreement is executed by the parties as a good faith settlement of all issues arising from the facts alleged in all grievances(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 Grievant's claims in this grievance.
6. The terms of this settlement agreement pertain only to the facts involved in the grievances specifically identified herein. The parties agree that this settlement shall not be used or cited for precedential value or support in any grievances, arbitration, litigation or other proceedings in the future unrelated to the grievance(s) identified herein.

FOR THE STATE



Jeffrey R. Edgar  
Labor Relations  
Department of Administrative Services

1/30/14

Date

FOR THE UNION



Sue Brown  
General Counsel  
State Police Officers Council

1/27/14  
Date

L. L. Noble      11/21/14  
Larry L. Noble      Date  
Commissioner  
Iowa Department of Public Safety

Mark Ludwick      01/27/2014  
Mark Ludwick      Date  
Grievant



IOWA DEPARTMENT OF PUBLIC SAFETY  
PROFESSIONAL STANDARDS BUREAU  
SUSPENSION

To: Special Agent Mark Ludwick

Date: January 10, 2014

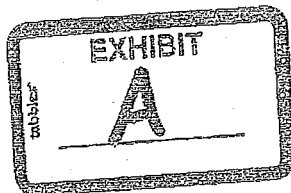
Case #: PSB2012-060  
PSB2013-023

From: Director James J. Saunders

Rule(s) Violated

[REDACTED]

Actions Constituting Violation(s) Of  
Departmental Rules and Regulations



Previous Discipline

There was no previous discipline to consider in this case.

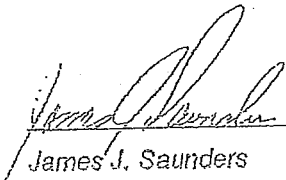
Action To Be Taken

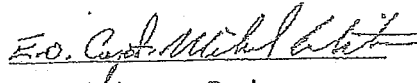
Effective 0800 hrs. on 03/18/2013 until 1630 hrs. on 03/22/2013 you are hereby suspended without pay from the Iowa Department of Public Safety for a period of five (5) working days.

Necessary Remedial Action

You will comply with all DPS Rules, Regulations, Orders, Policies and Directives.

It is fully expected that you will comply with the outlined remedial actions listed above. Failure to do so will result in progressive discipline up to and including dismissal. Article 4 of the State Police Officer Council collective bargaining agreement provides a method to appeal this action.

  
James J. Saunders  
Director, Investigative Operations  
Iowa Department of Public Safety

  
Commissioner or Designee  
Iowa Department of Public Safety

Received by: SIA [unclear]

Date: 01/27/2014

Served by: \_\_\_\_\_

Witness: \_\_\_\_\_

MPCF Personnel 9/5/13

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, and Mt. Pleasant Correctional Facility (MPCF), 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 Randy Tracy, hereinafter the Grievant, AFSCME No. 101116/DAS No. 13-0468, 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 (1) day unpaid suspension on April 23, 2013. [REDACTED] The suspension was served April 25, 2013.

The parties have agreed to the following:

1. The one (1) day unpaid suspension shall be reduced to a written reprimand and the Grievant shall receive eight (8) hours of back pay and accruals at the rate he was earning on April 25, 2013.
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. 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:

Stephanie L. Reynolds 9/5/13  
Stephanie L. Reynolds Date  
Labor Relations Specialist  
Department of Administrative Services

Ron Mullen 9/5/13  
Ron Mullen, Superintendent Date  
Mt. Pleasant Correctional Facility

FOR THE UNION:

Steve Siegel 8-9-13  
Steve Siegel Date  
Staff Representative  
AFSCME Iowa Council 61

Randy Tracy \_\_\_\_\_ Date  
Randy Tracy  
Grievant

MPCF Personnel 9/5/13

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, and Mt. Pleasant Correctional Facility (MPCF), 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 Tracy Blythe, hereinafter the Grievant, AFSCME No. 101117/DAS No. 13-0484, 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 (1) day unpaid suspension on April 23, 2013, [REDACTED] the suspension was served April 30, 2013.

The parties have agreed to the following:

1. The one (1) day unpaid suspension shall be reduced to a written reprimand and the Grievant shall receive eight (8) hours of back pay and accruals at the rate she was earning on April 30, 2013.
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. 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:

Stephanie L. Reynolds 9/5/13  
Date  
Stephanie L. Reynolds  
Labor Relations Specialist  
Department of Administrative Services

Ron Muller 9/5/13  
Date  
Ron Muller, Superintendent  
Mt. Pleasant Correctional Facility

FOR THE UNION:

Steve Siegel 8-9-13  
Date  
Steve Siegel  
Staff Representative  
AFSCME Iowa Council 61

\_\_\_\_\_  
Date  
Tracy Blythe  
Grievant

**SETTLEMENT AGREEMENT  
DAWN STORM GRIEVANCE**

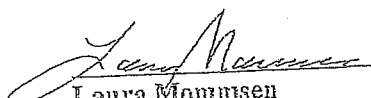
The State of Iowa, Department of Administrative Services, Glenwood Resource Center ("State"), along with the American Federation of State, County and Municipal Employees, Iowa Council 61 ("Union"), and Dawn Storm ("Grievant"), collectively "the Parties," enter into the following Settlement Agreement ("Agreement") in full, final and complete resolution of grievance AFSCME 120101, DAS No. 13-0517 ("Grievance"). Grievance failed to list an Article or Section of the 2011-2013 Collective Bargaining Agreement, but alleged "Grievant was given a 3-day suspension without pay in violation of Article IV Section 9 and all other relevant Articles and Sections and without just cause." The remedy requested is "All things needed to make grievant whole."


In full, final and complete resolution of Grievance, the Parties agree to the following:

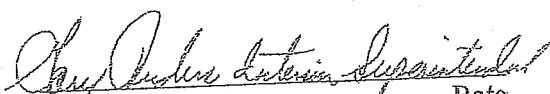
1. Prior to Thursday, November 14, 2013, Union shall promptly withdraw Grievance and shall send copies of the withdrawal to both of the undersigned State representatives.
2. In exchange for the consideration listed in Paragraph 1 and after all below signatures are obtained, State agrees to reduce Grievant's three (3) day suspension issued on May 14, 2013 to a two (2) day suspension.

[Redacted] Grievant shall not receive any back pay.

3. This Agreement shall serve as a good faith settlement of any and all alleged claims, potential causes of action and damages alleged in, related to, and/or arising from Grievance.
4. Union and Grievant acknowledge no promises for any other or future consideration have been made by anyone. The above consideration is all Grievant shall receive for the claims, potential causes of action and damages alleged in, related to, and/or arising from Grievance.
5. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in Grievance. The Parties shall not rely on this Agreement or cite the same as an example, standard and/or precedent in any grievance, arbitration, litigation or any other future proceeding(s) which do not involve Grievant.

  
\_\_\_\_\_  
Laura Mommisen  
Labor Relations Specialist,  
Dept. of Admin Services  
Date 11-14-13

  
\_\_\_\_\_  
Matt Butler  
Union Representative,  
AFSCME Iowa Council 61  
Date 11-14-2013

  
\_\_\_\_\_  
Zvia McCormick  
Superintendent  
Glenwood Resource Center  
Date 11-14-13


\_\_\_\_\_  
Dawn Storm  
Grievant  
Date


**SETTLEMENT AGREEMENT  
ASHLEY ARCANGEL GRIEVANCE**

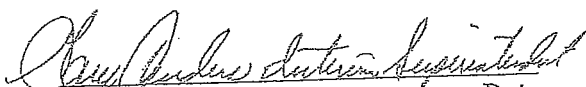
The State of Iowa, Department of Administrative Services, Glenwood Resource Center ("State"), along with the American Federation of State, County and Municipal Employees, Iowa Council 61 ("Union"), and Ashley Arcangel ("Grievant"), collectively "the Parties," enter into the following Settlement Agreement ("Agreement") in full, final and complete resolution of grievance AFSCME 120100, DAS No. 13-0518 ("Grievance"). Grievance alleged a violation of "Article IV, Section IX and all applicable" of the 2011-2013 Collective Bargaining Agreement, specifically: "Grievant was given a 1 day suspension without just cause." The remedy requested is "make whole."

In full, final and complete resolution of Grievance, the Parties agree to the following:

1. Prior to Thursday, November 14, 2013, Union shall promptly withdraw Grievance and shall send copies of the withdrawal to both of the undersigned State representatives.
2. In exchange for the consideration listed in Paragraph 1 and after all below signatures are obtained, State agrees to reduce Grievant's one (1) day suspension issued on May 29, 2013 to a written reprimand. [REDACTED]  
[REDACTED] Grievant shall not receive any back pay.
3. This Agreement shall serve as a good faith settlement of any and all alleged claims, potential causes of action and damages alleged in, related to, and/or arising from Grievance.
4. Union and Grievant acknowledge no promises for any other or future consideration have been made by anyone. The above consideration is all Grievant shall receive for the claims, potential causes of action and damages alleged in, related to, and/or arising from Grievance.
5. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in Grievance. The Parties shall not rely on this Agreement or cite the same as an example, standard and/or precedent in any grievance, arbitration, litigation or any other future proceeding(s) which do not involve Grievant.

  
\_\_\_\_\_  
Date 11-14-13  
Laura Mommensen  
Labor Relations Specialist,  
Dept. of Admin Services

  
\_\_\_\_\_  
Date 11-14-2013  
Matt Butler  
Union Representative,  
AFSCME Iowa Council 61

  
\_\_\_\_\_  
Date 11-14-13  
Zyla McCormick  
Superintendent  
Glenwood Resource Center

\_\_\_\_\_  
Date  
Ashley Arcangel  
Grievant

## SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Department of Corrections, Clarinda Correctional Facility ("State") along with the American Federation of State, County and Municipal Employees Iowa Council 61 ("Union"), collectively "the Parties" enter into the following Settlement Agreement ("Agreement") in full, final and complete resolution of the grievance filed by David Bahri ("Grievant"), AFSCME No. 120945 / DAS 13-0545 ("Grievance"), which alleged a violation of Article IV, Section 9 of the 2011-2013 Collective Bargaining Agreement between the Parties. Grievance states the issue is "On 5-31-13 Officer Dave Bahri received a 1 day suspension for a note. This does not follow progressive discipline." The remedy requested in Grievance is "Follow progressive discipline. Make whole in all matters that apply. Remove 1 day suspension."

[REDACTED] The Parties disagreed over the appropriate level of discipline.

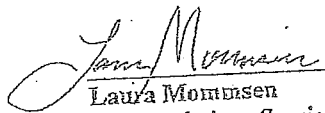
In full, final and complete resolution of Grievance, the Parties agree to the following:

1. Grievant shall strictly adhere to all DOC/CCF rules and policies [REDACTED]
2. Prior to Tuesday, August 6, 2013, Union shall withdraw Grievance. Union shall promptly send copies of the withdrawal to both of the undersigned State representatives.
3. In exchange for the consideration listed in Paragraphs 1 and 2, Grievant's one (1) day unpaid suspension will be reduced to a written reprimand and Grievant shall receive one (1) day back pay, if after six (6) months from the effective date of this Agreement [REDACTED]. Grievant's rate of pay shall be calculated as of May 31, 2013.
4. This Agreement shall serve as a good faith settlement of any and all alleged claims and potential causes of action alleged in, related to, and/or arising from Grievance.
5. Union acknowledges no promises for any other or future consideration have been made by anyone. The above consideration is all that Union shall receive for the claims and potential causes of action alleged in, related to, and/or arising from Grievance.

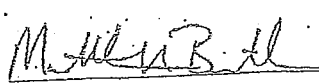
6. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in Grievance. The Parties shall not rely on this Agreement, introduce as evidence, and/or cite as precedent in any grievance, arbitration, litigation or any other future proceeding(s).

FOR STATE:

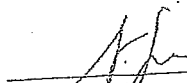
FOR UNION:

  
Laura Mommensen  
Labor Relations Specialist,  
Dept. of Admin Services


8-2-13  
Date

  
Matthew Butler  
Union Representative,  
AFSCME Iowa Council 61

7/30/2013  
Date

  
Steve Jenkins  
Deputy Superintendent,  
Clarinda Correctional Facility

8-1-13  
Date

  
David Bahr  
Grievant

7-31-13  
Date

STATE OF IOWA  
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-IOWA  
DEPARTMENT OF TRANSPORTATION,

&

AFSCME IOWA COUNCIL 61  
FOR JAMES DEPPE, GRIEVANT

GRIEVANCE NUMBERS:  
IDAS# 13-0552; AFSCME # 99451

GRIEVANCE SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services (hereinafter "IDAS") and the Iowa Department of Transportation (hereinafter the "STATE" or "DOT") and AFSCME Iowa Council 61 for Brenda Bradford (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement on this 24<sup>th</sup> day of February 2014, in full and final resolution of the grievance filed by the GRIEVANT, IDAS No. 13-0552, AFSCME No. 99451, that alleged a violation of Article IV, Section 9 of the 2011-2013 Collective Bargaining Agreement ("CBA") between the PARTIES and agree to the following:

1. The GRIEVANT/Union:
  - a. Shall, in writing, immediately withdraw the above referenced grievance.
2. In consideration of the foregoing, the State of Iowa/DOT shall:
  - a. Reduce the three (3) day suspension to a one (1) day suspension with back wages (at the rate he was earning at the time of the suspension) a year from the original date the three (3) day suspension was issued (May 30, 2014). ~~the one (1) day suspension shall be further reduced to a written reprimand on with no back wages.~~
  - b. Adjust the GRIEVANT'S personnel file accordingly.
3. The PARTIES agree to the following provisions:
  - a. The terms of this agreement are non-precedent setting.
  - b. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in the grievance. The PARTIES shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceedings.
  - c. No promises for other or future consideration have been made by anyone. The above consideration is all that shall be received by the PARTIES.
  - d. Nothing herein shall be construed as liability against or admission of guilt on the part of either PARTY.


e. This Agreement shall serve as a good faith settlement of any and all alleged issues and damages arising from and related to the grievance.

4. The PARTIES agree that this agreement is the full and final resolution of this matter.

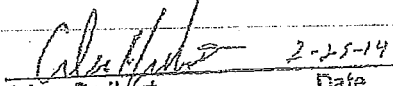
IN WITNESS WHEREOF, this settlement agreement has been duly executed by the parties hereto.

FOR THE STATE:

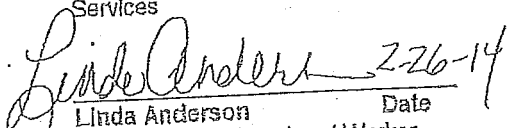
FOR THE UNION:

  
Date


Teddra J. Porteous  
Labor Relations Specialist  
Iowa Department of Administrative  
Services

  
Date

Adam Swihart  
Union Representative  
AFSCME Iowa Council 61

  
Date

Linda Anderson  
Employee Relations Lead Worker  
Iowa Department of Transportation

  
Date

James "Jim" Deppe  
Grievant



*SETTLEMENT AGREEMENT AND RELEASE*


This Settlement Agreement and Release is dated November \_\_, 2012, between the State of Iowa and Plaintiff Daniel Noonan (Noonan).

There is currently pending in the United States District Court for the Southern District of Iowa, Central Division, Case No. 4:12-cv-00277-REL-RAW entitled *Daniel Noonan v. State of Iowa, et al.*

The State of Iowa and Noonan have agreed to settle all claims that may exist between them in the above matter.

The parties therefore agree as follows:

1. The State of Iowa agrees to pay Noonan a lump sum of Four Thousand Five Hundred Thirteen Dollars and Eight Cents (\$4,513.08) as follows:
  - a. \$538.08 for back wages with all required deductions and withholdings made. The State of Iowa will provide a State of Iowa warrant made payable to Noonan and delivered to Noonan's counsel.
  - b. \$3,975.00 for attorney's fees and costs. The State of Iowa will provide a State of Iowa Warrant in this amount made payable to Hedberg & Boulton, P.C.
2. The State of Iowa further agrees to provide Noonan an additional 1.11 hours of vacation leave and 1.66 hours of sick leave, which represents Noonan's lost vacation and sick leave accumulation from his 24 hours unpaid suspension.
3. The State of Iowa further agrees to remove from Noonan's personnel file the May 2, 2012 employment discipline that gave rise to the action pending in the United States District Court for the Southern District of Iowa, Central Division, Case No. 4:12-cv-00277-REL-RAW entitled *Daniel Noonan v. State of Iowa, et al.*

 In turn, the State will replace said discipline with a copy of this Agreement.

4. In consideration of the foregoing and of the agreements contained in this Agreement, and except as otherwise specifically provided in this Agreement,

Noonan irrevocably and unconditionally releases, acquits, and forever discharges the State of Iowa and all of its officers, directors, employees, agents and attorneys, from any and all liability whatsoever from any and all claims, demands and causes of action of every nature whatsoever that he may have or ever claim to have that relates to or arises out of his employment with the State of Iowa, Iowa Workforce Development, that accrued from the beginning of time to the date of this Agreement, including all claims made, or which could have been made, in the action filed in the United States District Court for the Southern District of Iowa, Central Division, Case No. 4:12-cv-00277-REL-RAW entitled *Daniel Noonan v. State of Iowa, et al.*

This release covers all damages, whether known or not from the matters referred to in this Agreement.

5. In further consideration, Noonan agrees never to sue the State of Iowa or any of its officers, directors, employees, agents, and attorneys in state or federal court for matters arising out of or related to matters covered by this Agreement. Nothing, however, prohibits either party from bringing an action to enforce this Agreement.
6. In further consideration, Noonan agrees to dismiss with prejudice the action filed in the United States District Court for the Southern District of Iowa, Central Division, Case No. 4:12-cv-00277-REL-RAW entitled *Daniel Noonan v. State of Iowa, et al.*
7. Noonan further agrees to advise his employee organization, the American Federation of State, County, and Municipal Employees, Council 61, AFL-CIO, that his May 2, 2012 employment discipline [REDACTED] has been resolved and the State has agreed to pay him all back wages and remove said discipline from his personnel file. Noonan agrees to request the employee organization dismiss all pending grievances filed under the applicable collective bargaining agreement on behalf of Noonan relating to said discipline. Nothing in this Agreement prohibits Noonan or his employee organization from filing grievances or proceeding with pending grievances on Noonan's behalf concerning claims unrelated to this matter.

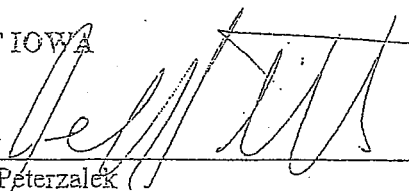
Noonan affirmatively agrees that he will comply with all State and IWD employment rules and policies and expressly understands that his violation of any such State or IWD employment rule or policy may give rise to discipline. Nothing herein shall abrogate or otherwise excuse Noonan's obligation to comply with all State and IWD employment rules and policies.

8. Despite anything in this Agreement to the contrary, nothing in paragraph 4 or in this Agreement elsewhere, applies to any claims for statutory benefits under Iowa workers' compensation laws, or benefits under Iowa's unemployment compensation laws, or to claims for minimum wage or statutory overtime payments under the Fair Labor Standards Act, or to actions for vested pension or retirement benefits, or to actions for breach of this Agreement.
9. **Acknowledgment of Reading and Understanding Consultation with Counsel: Period to Consider Agreement.** Noonan, by his signature to this Agreement, acknowledges and agrees that he has carefully read and understands all provisions of this Agreement, and that he has entered into this Agreement knowingly and voluntarily. Noonan further acknowledges that the State of Iowa has advised him to consult with counsel before signing this Agreement, and Noonan acknowledges that he has consulted with or had the opportunity to consult with legal counsel.
10. This Agreement identifies all the consideration that Noonan will receive from the State of Iowa. Noonan expressly acknowledges no other party or others acting on their behalf has made any promise for any additional consideration.
11. All parties deny any wrongdoing and liability to the other. The parties are settling for economic reasons, to buy peace, and to avoid the time, cost, and uncertainties of contesting the matter. This is a no-fault settlement. Noonan agrees that the State of Iowa's payments under this Agreement do not constitute an admission of wrongdoing or liability on the part of the State of Iowa or its officers, directors, employees, agents, and attorneys, by whom wrongdoing and liability is expressly denied.
12. The parties acknowledge that this Agreement is a public record under chapter 22 of the Iowa Code and that it is available for public inspection and copying.
13. All parties are executing this Agreement solely in reliance upon their own knowledge, belief, and judgment and not upon any representations made by any of the other parties or others on their behalf.
14. Each party represents to the other that:
  - a. It has read this Agreement;
  - b. It understands this Agreement; and

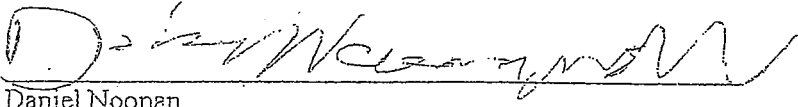
- c. It has freely and voluntarily signed this Agreement.
15. If any term of this Agreement is for any reason invalid or unenforceable, the rest of the Agreement remains fully valid and enforceable.

STATE OF IOWA

By:

  
Jeff Peterzalek  
Assistant Attorney General


DANIEL NOONAN

  
Daniel Noonan

11-17-2012

Approved as to legal form & content:

By:

  
Mark Hedberg  
Attorney for Daniel Noonan

STATE OF IOWA

AND

AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Department of Commerce- Alcoholic Beverages Division, hereinafter State and the American Federation of State, County and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Craig Stafford, hereinafter Grievant, AFSCME No. 119237/IDAS No. 12-0388 that alleges violations of Article IV, Section 9 (Discipline and Discharge) of the 2011-13 Collective Bargaining Agreement between the parties.

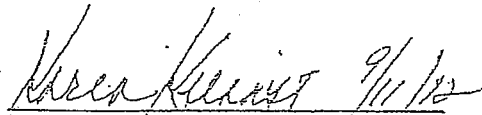
This agreement constitutes a full and final resolution of the issues that led to a three (3) day unpaid suspension issued to the Grievant on November 24, 2011. Based on this situation, the parties agree to the following:

1. The discipline will be reduced from a three (3) day suspension to a one (1) day suspension upon return of this executed Agreement. The Grievant will be reimbursed for two (2) days of pay and accruals at the rate he was receiving on November 24, 2011. [REDACTED] during the twelve month period following, the one (1) day suspension will be reduced to a Written Reprimand, with an additional day of pay and accruals reimbursed to the Grievant at the rate of pay he was receiving on November 24, 2011.
2. The Parties agree that this settlement resolves all issues arising from the facts alleged in this grievance. No promises for other or future 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.
3. 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 grievance, arbitration, litigation or other proceeding in the future.

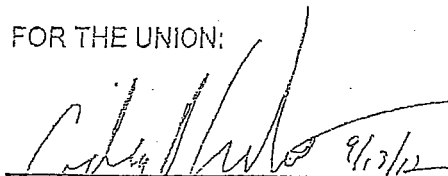
Dated this \_\_\_\_ day of September 2012.

FOR THE STATE:

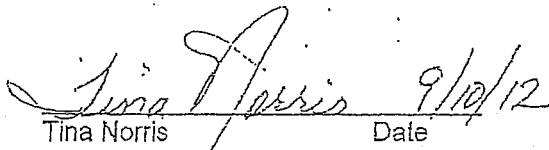
 9/11/12

Karen Kienast  
Department of Administrative Services

FOR THE UNION:

 9/13/12

Adam Swihart  
Staff Representative  
AFSCME Iowa Council 61

 9/10/12

Tina Norris  
ABD

Date

Craig Stafford  
Grievant

Date

STATE OF IOWA  
AND  
UE LOCAL 893/IOWA UNITED PROFESSIONALS  
SETTLEMENT AGREEMENT

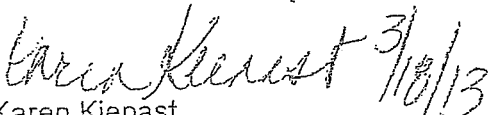
The State of Iowa, Department of Administrative Services and the Department of Human Services, hereinafter State, and the UE Local 893/Iowa United Professionals, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Marie Mure, hereinafter Grievant, IUP No.12-034/IDAS No. 12-0846 that alleges violations of Article IV, Section 11(Discipline and Discharge) of the 2011-13 Collective Bargaining Agreement between the parties.

This agreement constitutes a full and final resolution of the issues that led to a ten (10) day unpaid suspension [REDACTED] issued to the Grievant on or about May 2, 2012. Based on this situation, the parties agree to the following:

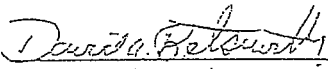
1. The Parties agree that the ten (10) day disciplinary suspension will be reduced to a five (5) day unpaid suspension. [REDACTED]  
[REDACTED] The Grievant will not be reimbursed for lost pay or accruals.
2. The Parties agree that this settlement resolves all issues arising from the facts alleged in this grievance. No promises for other or future 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.
3. Upon execution of this Agreement, the Union agrees to withdraw 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 grievance, arbitration, litigation or other proceeding in the future.


Dated this 13<sup>th</sup> Day of March 2013.

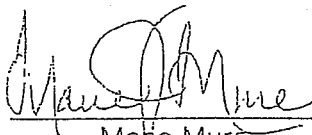
FOR THE STATE:

 3/13/13  
Karen Kienast  
Department of Administrative Services

FOR THE UNION:

 3/13/13  
David Betsworth      Date  
UE Local 893/IUP

 3-13-13  
Pauline Rutherford      Date  
Department of Human Services

 03/13/13  
Marie Mure      Date  
Grievant

STATE OF IOWA

AND

UE LOCAL 893/IUP

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Department of Human Services hereinafter State, and the United Electrical Workers Local 893/Iowa United Professionals, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Leslie Bechen, hereinafter Grievant, (IUP No. 12-014/DAS No. 12-0723) that alleges violations of Article VII, Section 3 (Transfers Between Employing Units) of the 2011-13 Collective Bargaining Agreement between the parties.

This agreement constitutes a full and final resolution of the issues that led to the filing of the grievance on February 9, 2012. Based on this situation, the parties agree to the following:

1. The Grievant, Leslie Bechen and Shannon Nichols will be permitted to switch positions. Grievant Bechen will be placed in the position she had bid for within the Des Moines Targeted Case Management Unit. Ms. Nichols will be placed into a Social Worker II position in the Des Moines River Place office currently held by Grievant Bechen. There will be no changes or alterations in the terms or conditions of employment for either party other than appropriate alterations to job classification and work location.
2. The Union agrees to waive the contractual requirements for the posting and bidding for transfer of these two positions in order to effectuate this agreement. The Union further agrees to withdraw the grievance.
3. The Parties agree that this settlement resolves all issues arising from the facts alleged in this grievance. No promises for other or future 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 grievance, arbitration, litigation or other proceeding in the future.

Dated this 21<sup>st</sup> Day of February 2013.

FOR THE STATE:

Karen Kienast 2/21/13  
Karen Kienast  
Department of Administrative Services

FOR THE UNION:

David Batsworth 2-21-13  
David Batsworth Date  
Staff Representative  
UE Local 893/IUP

~~Jean Staybaugh~~ 2/21/13  
Jean Staybaugh Date  
Department of Human Services

Leslie Bechen 2-21-13  
Leslie Bechen Date  
Grievant

Shannon Hutchinson 2-22-13  
Shannon (Nichols) Date  
Hutchinson

STATE OF IOWA

AND


AFSCME/IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resource Enterprise and the Department of Human Services- Glenwood Resource Center (GRC), hereinafter State, and the American Federation of State, County and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by John Fraissinet hereinafter Grievant, AFSCME No. 120062/IDAS No. 13-0167 that alleges violations of Article IV, Section 9 (Discipline and Discharge) of the 2011-13 Collective Bargaining Agreement between the parties.

This agreement constitutes a full and final resolution of the issues that led to the Grievant's employment being terminated on October 9, 2012. Based on this situation, the parties agree to the following:

1. The Employer agrees to rescind the termination and return the Grievant to work at GRC as an RTW. The Grievant will not receive back pay or accruals; however his seniority date will be restored.

 The Grievant will be returned to the GRC payroll upon successful completion of the required pre-employment background check. The Employer will determine the location to which the Grievant will be assigned upon his return to work.

2. The Parties agree that this settlement resolves all issues arising from the facts alleged in this grievance. No promises for other or future 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.

3. Upon execution of this Agreement, the Union agrees to withdraw 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 grievance, arbitration, litigation or other proceeding in the future.


Dated this \_\_\_\_ Day of March 2013.


FOR THE STATE:

  
Karen Klenast  
Department of Administrative Services  
4/23/13

FOR THE UNION:

  
Matt Butler  
Staff Representative  
AFSCME Council 61  
4-21-2013

  
Zyla McCormick  
Superintendent  
Glenwood Resource Center  
4/23/13

  
John Fraissinet  
Grievant  
4-21-13

Terry E. Branstad, Governor

Kim Reynolds, Lt. Governor

Teresa Wahlert, Director



*Smart. Results.*

**SETTLEMENT ADDENDUM  
BETWEEN  
IOWA WORKFORCE DEVELOPMENT, STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61**

The parties, AFSCME Iowa/Council 61 and Iowa Workforce Development, hereby agree to the following in resolution of these additional grievances filed against IWD protesting recent layoffs of AFSCME covered State of Iowa employees: 100331, 100332, 100353, 104127, 104128, 104130, 123114, 123115, 123116, 123117, 123118, 123119, 123120, 123121, 123122, 123233, 123234, 123236, 123237 and 123238. IWD affirms that nothing in this addendum shall be construed to limit AFSCME Iowa/Council 61's right to file future grievances against the original agreement as they deem necessary.

1. AFSCME Council 61 and Iowa Workforce Development agree to change the number "5" to a "6" in item 17 of the Settlement Agreement signed by President Homan on 7-9-12, and by Directors Wahlert and Carroll on 7-10-12.
2. IWD has withdrawn layoff notices for four (4) clerical staff located in Cedar Rapids and Spencer. IWD will also submit reclassification requests for Kathy Rice, Jennifer Erlacher, Renae Lundberg and Barbara Ambrosius from their current positions to fulltime Workforce Associates in the PROMISE JOBS program. All four will have no loss in seniority or benefit as a result of this action. Pay increases will become effective the first pay period following receipt of DAS reclassification approval. IWD believes each of the four (4) clerical staff meets the minimum qualifications of a fulltime Workforce Associate, and as such, IWD will work with DAS in order to result in a successful reclassification for each.
3. All employees who received a layoff notice (this group including those IWD employees who received a layoff notice during the July 23-25, 2012, period, other than those noted in #2 above, as well as those State employee who have or may receive a future layoff notice as result of bumping initiated by those IWD employees receiving a layoff notice during the July 23-25, 2012, period) both a bumping opportunity (consistent with the terms of the 2011-13 State of Iowa and AFSCME Collective Bargaining Agreement) and the ability to be granted one of the vacant Workforce Advisor or Workforce Associate positions in the Unemployment Insurance Service Center (UISC) (located at 150 Des Moines Street) arising under this Settlement Agreement, and remaining vacant after the application of Settlement Agreement #9, Steps 1-8 and 11 ( but excluding Steps 3,7, 9,10, and 12 thereof. The choice of which option to select lies with the employee.

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1000 East Grand Avenue • Des Moines, Iowa 50319 • [www.iowaworkforce.org](http://www.iowaworkforce.org)

Equal Opportunity Employer/Program

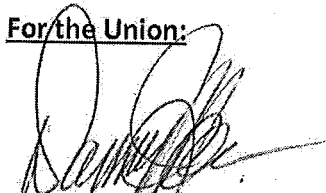
Auxiliary aids and services available upon request to individuals with disabilities.

For deaf and hard of hearing, use Relay 711.

Individuals must meet the minimum qualifications of the applicable classification to exercise this option. Upon review by Iowa Workforce Development, each IWD employee receiving a layoff notice during the July 23-25, 2012, period meets at least the minimum qualifications of a fulltime Workforce Associates in the PROMISE JOBS program. Inability to meet the minimum qualifications will result in only the bumping option being available. Offers will be made based on seniority of those receiving a layoff notice. Determination of whether an Advisor classification or Associate classification or both will be offered to an employee will also be based upon seniority, with the most seniors being offered their choice of either classification, provided they meet the minimum qualifications thereof, until the availability of positions in a classification is exhausted. Should the application of this provision #3 extend to or beyond the date of an individual's original layoff date, they will receive a new letter of layoff with a new layoff date allowing them to continue employment in their current position until application of this provision #3 has been completed. Should the available vacancies at the UISC be less than the number of individuals laid off, IWD may request of AFSCME to re-domicile a corresponding of any of the four (4) UI Associate positions noted in #9 ¶ 7-8 of the Settlement Agreement that have remained vacant after complying with #11 (order of filling vacancies) of the Settlement Agreement, provided, however, that the re-domiciling would occur before a new employee is hired. The parties agree that no State employee whose layoff arose as a result of the IWD July 23-25, 2012, layoffs and resultant bumping shall remain on layoff upon completion of the application of this Settlement Addendum.

4. This settlement is non-precedent setting and shall not be used as an exhibit by either party in any subsequent disputes between the parties except in enforcement of the provisions contained in this Agreement.

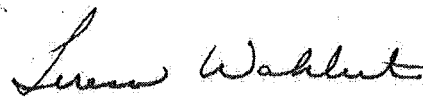
For the Union:

  
Danny Homan, President  
AFSCME Council 61

Date:


8/17/12

For the State of Iowa:

  
Teresa Wahlert, Director  
Iowa Workforce Development

Date:

8-17-12

  
Mike Carroll, Director  
Dept. of Administrative Services

Date: 8/17/12

Terry E. Branstad, Governor

Kim Reynolds, Lt. Governor

Teresa Wahlert, Director



*Sincere Results.*

**SETTLEMENT AGREEMENT  
BETWEEN  
IOWA WORKFORCE DEVELOPMENT, STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61**

The parties, AFSCME/Iowa Council 61 and Iowa Workforce Development, hereby agree to the following in final resolution of the AFSCME/Iowa Council 61 grievances filed against Iowa Workforce Development, AFSCME grievance numbers 100325, 100326, 100327, 102557, 102558, 102559, 102560, 102891, 102892, 102893, 102894, 102895, 102896, 102897, 102898, 102899, 102900, 102901, 112021, 112834, 112843, 116980, 116981, 116982, 116984, 116985, 117005, 118324, 119093, 119093, 119331 and any other pending grievances not cited above that concern the layoff of AFSCME/Iowa Council 61 bargaining unit employees by Iowa Workforce Development during the period August 1, 2011, through April 13, 2012, - to resolve all pending issues and implement the terms of this Agreement as soon as the parties agree and sign this Agreement. Posting will commence no later than July 23, 2012, with the initial 48 positions referenced in this settlement filled no later than September 1, 2012. Successor positions that could result will be filled as soon as possible in keeping with the terms of this Agreement.

By virtue of the operation of this Agreement the following individuals with grievances will be made whole: Jill Malmer – grievance #102894. Along with being provided the benefits of this Agreement Ms. Malmer will receive her 1% increase from the period she returned to work at IWD beginning January 6, 2012, her IPERS contributions will be corrected, a day of vacation will be credited to her vacation accrual, have her original seniority and review date restored, and she will be reimbursed incurred medical expenses per the guidelines contained in this Agreement. Sandra Snow - grievance # 100327. Sandra will be made whole by having her vacation and sick leave accruals restored, her IPERS contributions will be corrected, and she will be reimbursed incurred medical expenses per the guidelines contained in this Agreement.

IWD offers the following in terms of job security for all PROMISE JOBS positions: IWD has contracted for provision of PROMISE JOBS services with DHS since 1989 (over 23 years). IWD recently negotiated a new two-year contract with DHS that runs from July 1, 2012, through June 30, 2014. This contract includes the following provision: *IWD reserves the right as the contractor to fully fund its operations with approval from DHS, with the balance of funds distributed to the subcontractors on the formula allocation.* Additionally, the contract allows

for a planned reduction in management, with the designated PROMISE JOBS supervisor assuming responsibility for more than one region. Fewer supervisors will allow more funds to be allocated to front line case management staff. IWD recognizes caseload and work requirements, and wishes to provide more case managers to balance the workload. IWD also recognizes that the workload has not declined in proportion to the size of the workforce, and believes a settlement based on adding staff rather than paying back pay is more beneficial, equitable and attractive to employees.

1. IWD agrees to post fifteen (15) full-time PROMISE JOBS (PJ) Workforce Advisor positions – one more than the number impacted by the layoff – and each shall be filled in accordance with the terms of this Agreement.
2. The fifteen (15) full-time PJ Workforce Advisor positions referenced in #1 will be posted for contract transfer at the same time. This is being done to provide full scope of knowledge to all interested bidders.
3. Another twenty-five (25) full-time Workforce Advisor and/or Associate positions will be posted, and each shall be filled in accordance with the terms of this Agreement. These positions will be offered within the PROMISE JOBS, Labor Exchange or Unemployment Insurance programs depending on funding available at time of posting.
4. The twenty-five (25) full-time Workforce Advisor and/or Associate positions referenced in #3 will be posted for contract transfer at the same time as the fifteen (15) positions described in #'s 1 and 2 above. This is being done to provide full scope of knowledge to all interested bidders.
5. Another four (4) full-time PJ Workforce Advisor positions will be posted in Region 13 (Council Bluffs), and four (4) full-time PJ Workforce Advisor positions will be posted, one each, in Region 3&4 (Spencer), Region 5 (Fort Dodge), Region 8 (Carroll) and Region 15 (Ottumwa), and each shall be filled in accordance with the terms of this Agreement. Those positions will be posted for contract transfer at the same time as #'s 1, and 3 above.
6. IWD has performed a data driven determination of the Service Delivery Areas within which the fifteen (15) full-time PJ Workforce Advisor positions referenced in Items #1 &2 above will be placed, using caseload data provided by DHS and previously shared with AFSCME.

<u>Region</u>	<u>One-Stop</u>	<u>% of FIP caseload</u>	<u>Additional Advisors</u>	<u>Comments</u>
Region 11	Des Moines	21.941	5	Calculated on share
Region 9	Davenport	15.137	3	Calculated on share

Region 10	Cedar Rapids	11.267	2	Calculated on share Already approved for one additional with surplus funds Calculated on share Already approved for four staff due to IWCC exit Calculated on share Calculated on share Already approved for one additional with surplus funds IWD does not have PJ staff in Region 6 Already approved for one additional with surplus funds IWD does not operate program in Region 2 Calculated on share Already approved for one additional with surplus funds
Region 15	Ottumwa	8.253	0	
Region 7	Waterloo	7.282	1	
Region 1	Dubuque	6.639	1	
Region 13	Council Bluffs	5.453	0	
Region 16	Burlington	4.886	1	
Region 12	Sioux City	3.705	1	
Region 5	Fort Dodge	3.470	0	
Region 6	Marshalltown	3.283	0	
Region 3&4	Spencer	2.696	0	
Region 2	Mason City	2.297	0	
Region 14	Creston	2.199	1	
Region 8	Carroll	1.490	0	
		100.00	15	

	<u>Caseld Share</u>	<u>% of total</u>	<u>Share of 15</u>
Des Moines	21.941	30%	5
Davenport	15.137	21%	3
Cedar Rapids	11.267	15%	2
Waterloo	7.282	10%	1
Dubuque	6.639	9%	1
Burlington	4.886	7%	1
Sioux City	3.705	5%	1
Creston	2.199	3%	1
	73.056	100%	15

7. Location where positions will be posted: See below  
 Fifteen PJ Advisor positions (See item #6 for calculated share based on caseload):

- |                |   |              |   |
|----------------|---|--------------|---|
| • Des Moines   | 5 | • Dubuque    | 1 |
| • Davenport    | 3 | • Burlington | 1 |
| • Cedar Rapids | 2 | • Sioux City | 1 |
| • Waterloo     | 1 | • Creston    | 1 |

Four PJ Advisor positions funded with available monies due to vacancies:

- Ottumwa 1
- Fort Dodge 1
- Spencer 1
- Carroll 1

Four PJ Advisor positions due to Iowa Western Community College ending subcontract:

- Council Bluffs 4

Twenty-five other Advisor & Associate positions will be posted in other IWD offices/locations based on data-driven analysis of workload and workforce needs. As stated in #3, above, these positions will be offered within the PROMISE JOBS, Labor Exchange or Unemployment Insurance programs depending on funding available at time of posting. When considering the location of these positions, an emphasis will be placed on rural areas and those regions and offices severely impacted by the recent layoff that lost positions through bumping and transfers.

Based on that review, the Workforce Services Division will post seven (7) Workforce Advisor positions in the following locations (one each) at the same time as #'s 1, 3 and 5 above:

- Spencer 1
- Fort Dodge 1
- Carroll 1
- Davenport 1
- Council Bluffs 1
- Ottumwa 1
- Burlington 1

The Unemployment Insurance Service Center will post the following fourteen (14) positions at the same time as #'s 1, 3 and 5 above:

- Advisors (10)
- Associates (4)

An additional four (4) Associates will be posted in the following field office locations at the same time as #'s 1, 3 and 5 above:

- Burlington 1
- Davenport 1
- Ottumwa 1
- Sioux City 1

If these four Workforce Associate positions referenced in the paragraph immediately above are not filled in accordance with the terms of this Agreement, and no new hire is possible, then IWD will move the positions to the area of greatest need, using the applicable criteria identified below based upon funding source available for the vacant position. The positions will then be posted at the new locations, and filled following the terms of this Agreement.

- **PROMISE JOBS** – caseload as defined and calculated as above from FY11 data previously provided to AFSCME. Caseload determines where the work is located, and is the sole factor used for budget allocation.
  - **Labor Exchange** – size of workforce, number of covered employers, number of job postings as listed on [www.iowajobs.org](http://www.iowajobs.org), number of people registered for services with IWD, commuting patterns as identified by most recent Labor Shed survey. All data would be by individual region, and would be from most recent four quarters available. All factors carry equal weight in determining where positions would be created.
  - **Unemployment Insurance** – numbers of claims filed by all methods (in person, on-line, employer, phone) by location, number of dislocations by region, number of WARNs on file per region, number of certified Trade petitions, number of Rapid Response activities conducted by region. Data would be from most recent four quarters available. Because claims may be filed by the affected worker without assistance from staff, greater weight will be placed on the number of dislocations, Trade petitions, WARNs and Rapid Response activities when determining where positions would be created due to the need for staff intervention and assistance.
8. All Workforce Advisor & Associate positions and the successor positions referenced in this Agreement will be bid without selective certification requirements or special qualifications, but will follow the minimum qualifications for all positions referenced in this document in effect at the time this Agreement is approved. Both parties agree that should a Disabled Veteran Outreach Program position become vacated as part of this process, an exception to this provision will be allowed to comply with the Federal requirement to hire a disabled Veteran. Both parties furthermore agree that this section of the Agreement does not exist in perpetuity, but will cease upon successful fulfillment of the vacant positions.
9. The parties agree that specific to positions arising under this Agreement, if a Workforce Advisor or Associate performing Unemployment Insurance and/or Labor Exchange duties contract transfers to a position performing PROMISE JOBS work, the position being vacated by the transferring employee may be changed to a PROMISE JOBS position before resuming the vacancy filling process.

In the event that insufficient Unemployment Insurance and/or Labor Exchange positions are converted to PROMISE JOBS positions pursuant to this process above, IWD reserves the right to reassign IWD Workforce Advisors performing Unemployment Insurance and/or Labor Exchange services to PROMISE JOBS duties in the same office in which they are domiciled in accordance with the following:

- a) Least senior Workforce Advisor or Associate in the region, with the classification as appropriate to the job vacancy in the region;
- b) No more than one (1) reassignment per region, subject to the total limitation below;
- c) Employees may refuse reassignment and be placed on layoff;
- d) Reassignment would occur after all other steps as outlined in this Agreement have been satisfied, prior to hiring any new employee.

Said reassignments and/or position conversions (i.e. UI and/or Labor Exchange changing to Promise JOBS) (per the paragraph above) would be limited to no more than a combination of six (6) bargaining unit positions statewide in the Workforce Services Division.

10. If a position is left unbid during the posting and bidding process, and no employee is recalled to the position, the position will ultimately be filled with a new hire. An exception to this would be where an IWD clerical staff promotes to either a Workforce Advisor or Associate position. Should this occur the said clerical position would not be backfilled nor would the employee be laid off. Current employees and those on this recall list will be given preference over new hires throughout this process, provided they meet the minimum qualification for the position.
11. Filling the vacancies which are created by this settlement Agreement will follow the order laid out in Article 7, Section 6 (H). However, the parties agree that paragraphs 3 and 7 shall not be employed during this process, provided, however, current employees and those on this recall list will be given preference over new hires throughout this process, provided they meet the minimum qualification for the position.
12. The 2011-13 Agreement original vacancy and six (6) subsequent vacancy limitation shall not be in effect (i.e. there shall be no limit to the number of subsequent vacancies that are bid) for the positions referenced in this Agreement, and any subsequent vacancies that arise as a result of the original forty-eight (48).
13. IWD will notify employees on layoff of this settlement and the process herein, in advance, via certified return receipt to their last known address. Employees shall be allowed to place bids via email. In addition, a copy of this settlement and the process herein will be posted on all IWD Union bulletin boards in each IWD office prior to the posting of the available positions. AFSCME also agrees to notify interested members of this settlement.
14. Employees may bid on multiple vacancies at the same time, and if the successful bidder on more than one posting, the employee shall choose the position

desired within three (3) IWD employee working days of being notified of this outcome.

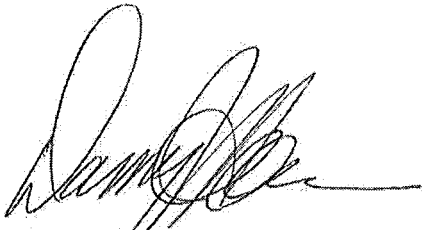
15. All positions referenced in this Agreement and any subsequent vacancies that arise will be physically filled no later than 21 calendar days after the successful bid, except as noted in #20 of this Agreement.
16. IWD agrees to provide reasonable re-training to employees on layoff who successfully bid into a position pursuant to this process.
17. IWD will reduce the number of PROMISE JOBS subcontracts from fifteen (15) to five (5) with the understanding and full Agreement that future staffing reductions will require termination of said contracts before any state staff can be laid off.
18. All IWD employees who return to work as a result of this Agreement will have the following restored: sick leave balance, sick leave accrual, seniority date, and vacation accrual, i.e. the time that would have been earned from the individual's layoff date to the date he/she was recalled to employment. Should a recalled employee voluntarily terminate their employment within the first 30 calendar days of re-employment, no restored vacation accrual will be paid out. There will be no back pay for any employee returned to the payroll. Reimbursement of incurred medical expenses, including health insurance premiums, will be made upon provision of proper documentation and receipts. Co-pays, premiums, and all health related costs will be eligible for reimbursement as if State insurance had been in effect for each individual's entire layoff period.
19. For those Employees remaining on the recall list upon completion of this process contained in this settlement Agreement, IWD shall continue administering the recall process as if this settlement Agreement had never been reached.
20. Those IWD employees on layoff who have withdrawn their IPERS (if any) and therefore are restricted from assuming an IWD position for a period of time shall be allowed to participate in this process, but shall not assume the position until such time that they are eligible to do so pursuant to IPERS regulations.
21. IWD Financial Management projects that significant cuts in Federal funds currently estimated at over \$6 million – are probable in Wagner Peyser, the Workforce Investment Act (WIA) and Unemployment Insurance. Such cuts could result in reassignment of least senior non-PROMISE JOBS Workforce Advisors and Associates (as referenced in #9 in this Agreement). Any layoff of IWD bargaining unit personnel would only come as a result of additional



28. Alleged violations of this Agreement may be grieved through the grievance procedure outlined in the Collective Bargaining Agreement. Should arbitration become necessary, IWD and AFSCME Council 61 agree to combine grievances for adjudication.

29. Nothing in this Agreement will be construed to suggest AFSCME Council 61 agrees with or approves changes in the IWD service delivery and personnel staffing model.

For the Union:



Danny Homan, President  
AFSCME Council 61

Date:

July 9, 2012

For the State of Iowa:



Teresa Wahlert, Director  
Iowa Workforce Development

Date: 7-10-12



Mike Carroll, Director  
Dept. of Administrative Services

Date: 7/10/12

STATE OF IOWA  
AND  
AFSCME/IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resource Enterprise and the Department of Corrections- Iowa Correctional Institution for Women (DOC-ICIW), hereinafter State, and the American Federation of State, County and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Jeff Skaggs [REDACTED] hereinafter Grievant, AFSCME No. 116649/DAS No. 12-0188/PERB# 12-GA-085 that alleges violations of Article IV, Section 9 (Discipline and Discharge) of the 2011-13 Collective Bargaining Agreement between the parties.

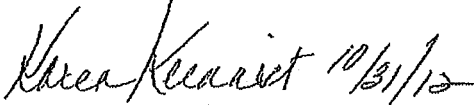
This agreement constitutes a full and final resolution of the issues that arose out of the Grievant's termination from employment on September 6, 2011. Based on this situation, the parties agree to the following:

1. The Parties agree that the State will rescind the termination of the Grievant's employment. The Grievant will be returned to the DOC payroll effective October 26, 2012. The Grievant will be returned to work at the Newton Correctional Facility as a Correctional Officer on the 2:00 pm to 10:00 pm shift with days off of Tuesday and Wednesday. His actual date of return to work has yet to be determined. The Grievant will receive back pay from August 25, 2012 through October 25, 2012, with the appropriate leave accruals. The Grievant will receive any interim salary increases. The Grievant's seniority will not be impacted. The Grievant agrees not to request a transfer now or in the future back to ICIW.
2. The Parties agree that this settlement resolves all issues arising from the facts alleged in this grievance. No promises for other or future 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. In return for this consideration the Union agrees to withdraw the above referenced grievance.

3. 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 grievance, arbitration, litigation or other proceeding in the future.

Dated this \_\_\_\_ Day of October 2012.

FOR THE STATE:

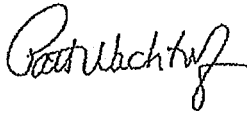
 10/31/12

Karen Kienast  
Department of Administrative Services

FOR THE UNION:

 10-30-12

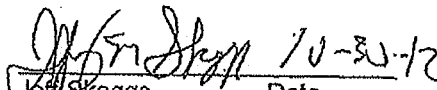
Adam Swijart  
Staff Representative  
AFSCME Iowa Council 61



10/30/12

Patti Wachtendorf  
Warden

Date

 10-30-12

Jeff Skaggs  
Grievant

Date

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, and Department of Human Services, Cherokee Mental Health Institute, 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 Ray Geary, hereinafter the Grievant, AFSCME No. 11792BNDAS No. 12-0066, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) and Article X, Section 3 (Leaves of Absence Without Pay) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was removed from the payroll on June 22, 2011.

The parties have agreed to the following:

1. Prior to September 14, 2012, the Grievant will provide the State with a sufficient immediate release to return to work signed by his healthcare provider without restrictions, or with restrictions that the State determines can be reasonably accommodated.
2. The Grievant will be reinstated to the position of Psychiatric Security Specialist on the 2:00pm-10:00pm shift with ~~three days of temporary pay (Wednesdays and Thursdays)~~ off with a start date of September 14, 2012, at the biweekly pay rate of ~~\$2,192.40~~ \$2,115.20. *Apr 9/10/12 PD 9.24.12*
3. The Grievant will serve a six (6) month probationary period. During this probationary period, all provisions of the Collective Bargaining Agreement will be applied to the Grievant as a probationary employee, including but not limited to Article IV, Section 9 (Discipline and Discharge), Article VI, Section 2 (General Layoff Procedures), and Article X, Section 1 (Leaves of Absence). The Grievant will not be eligible for transfer in accordance with Article VII (Transfers) of the Collective Bargaining Agreement until he has successfully completed the six (6) month probationary period.
4. The Grievant will be required to attend and participate in any and all training and/or orientation as determined by the State.
5. The Grievant's original seniority date will be restored less the time he was not on the payroll.
6. The Grievant will receive no back pay.
7. The Grievant's vacation and sick leave accrual rates will be restored.
8. In consideration of the foregoing, the Union will withdraw the above referenced grievance, and the Grievant waives any and all claims, demands, actions, liability, damages, or rights and causes of action of any kind, whether known or unknown, foreseen or unforeseen, against the State of Iowa, its current or former officers, employees and agents arising out of or resulting from the State of Iowa's employment relationship with the Grievant. These claims include, but are not limited to, all claims arising under federal, state, and local statutory or common law, and all demands, claims, damages, liabilities and causes of action at law or equity, whether known or unknown, which the Grievant has, had, or claims to have against the State of Iowa or its employees, in their personal or official capacity, with respect to any demands, claims, damages, liabilities and causes of action at law or equity based upon or directly or indirectly arising out of his employment relationship.
9. 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.

10. 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.

FOR THE STATE:

FOR THE UNION:

<u>Andrea Macy</u> <u>9/24/12</u> <u>Preston DeBoer</u> <u>9.17.2012</u>
Andrea Macy Date Preston DeBoer Date
Labor Relations Specialist Staff Representative
Department of Administrative Services AFSCME Iowa Council 61

<u>Jason Smith</u> <u>9/2/12</u> <u>Ray Geary</u> <u>9-12-2012</u>
Jason Smith Date Ray Geary Date
Superintendent Grievant
Cherokee Mental Health Institute

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Service and Department of Inspections and Appeals, State Public Defender, hereinafter 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 following grievances filed by Patricia Marcov hereinafter Grievant, AFSCME Nos./DAS-HRE Nos.: 79139/13-0006, 119324/13-0109, 118224/13-0168, and 121266/13-0320, that alleged violations 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 [REDACTED] and was terminated on February 11, 2013.

The parties have agreed to the following:

1. The termination letter will be removed from the Grievant's file and replaced with this Agreement, which shall constitute a resignation, upon execution of this Agreement.
2. Neither the Union nor the Grievant will make any further claims or actions against the State in this matter, and the Grievant will not apply for or accept any future employment with the Department of Inspections and Appeals or any of its attached units.
3. The State will not contest the Grievant's claim for unemployment insurance benefits.
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. 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

Stephanie L. Reynolds 3/1/13  
Stephanie L. Reynolds Date  
Labor Relations Specialist  
DAS-HRE

Samuel P. Langholz 3/1/13  
Samuel P. Langholz Date  
State Public Defender  
Department of Inspections and Appeals

FOR THE UNION

Loretta Whillow 2/11/13  
Loretta Whillow Date  
Staff Representative  
AFSCME Iowa Council 61

Patricia Marcov 2-28-13  
Patricia Marcov Date  
Grievant

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

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 Janet Bannister, hereinafter Grievant, AFSCME No. 120361/DAS No. 13-0007, that alleged a violation of Article VI, Section 2 (Layoff Procedure) of the 2011-2013 Collective Bargaining Agreement between the parties.

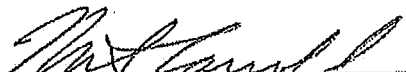
This settlement arose out of a situation in which the Grievant was removed from the eligible for recall list on or about July 13, 2012.

The parties have agreed to the following:


1. The Grievant has been placed back onto the eligible for recall list, effective July 20, 2012.
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. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

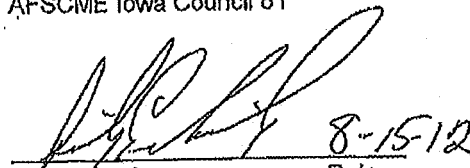
FOR THE STATE

  
Neil A. Barrick  
Labor Relations Specialist  
DAS  
Date 8/15/12

  
Mike Carroll  
Director-DAS  
Date

FOR THE UNION

  
Rick Zlander  
Staff Representative  
AFSCME Iowa Council 61  
Date 7-31-12

  
Janet Bannister  
Grievant  
Date 8-15-12



STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Department of Human Services, Civil Commitment Unit for Sexual Offenders, 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 Ms. Jayla Graybill, hereinafter the Grievant, AFSCME No. 117924 / DAS- HRE 13-0017, 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 given a three (3) day suspension on July 11<sup>th</sup>, 14<sup>th</sup> and 15<sup>th</sup> 2012.

The parties have agreed to the following:

1. The three (3) day suspension will be reduced to a two (2) day suspension. Pay equivalent to one- day's pay, at the rate in effect on July 15, 2012, shall be returned to the Grievant. Any impact on benefits will be adjusted accordingly.
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 future 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 or a past practice in any grievances, arbitration, litigation or other proceeding in the future.

FOR THE STATE:

Jason Smith 9/11/12  
Dr. Jason Smith, Psy D. Date  
Superintendent  
Department Human Services, CCUSO

FOR THE UNION:

Preston DeBoer  
Preston DeBoer Date  
Staff Representative 09.05.2012

John B. Crupi 9/11/12  
John B. Crupi Date  
Labor Relations Specialist, DAS

Jayla Graybill 9/9/12  
Jayla Graybill Date  
Grievant



STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Department of Human Services, Civil Commitment Unit for Sexual Offenders, 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 Ms. Lori Huegerich, hereinafter the Grievant, AFSCME No. 118017/ DAS- HRE 13-0018, 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 given a one (1) day suspension on or about July 14, 2012.

The parties have agreed to the following:

1. The one (1) day suspension will be reduced to a written reprimand. Pay equivalent to one-day's pay, at the rate in effect on July 14, 2012, shall be returned to the Grievant. Any impact on benefits will be adjusted accordingly.
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 future 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 or a past practice in any grievances, arbitration, litigation or other proceeding in the future.

FOR THE STATE:

Jason Smith 9/6/12  
Dr. Jason Smith, Psy D. Date  
Superintendent  
Department Human Services, CCUSO

FOR THE UNION:

Preston DeBoer  
Preston DeBoer Date  
Staff Representative 09.05.2012

John B. Crupi 9/11/12  
John B. Crupi Date  
Labor Relations Specialist, DAS

Lori Huegerich 9-10-12  
Lori Huegerich Date  
Grievant

**Gadson, Teddra [DAS]**

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**From:** Gadson, Teddra [DAS]  
**Sent:** Monday, October 15, 2012 10:46 AM  
**To:** 'Loretta Whitlow'  
**Subject:** RE: settlement

Got it-thanks Loretta!

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Teddra Joy Gadson  
Labor Relations Specialist  
Iowa Department of Administrative Services  
Hoover State Building, 3<sup>rd</sup> Floor  
1305 East Walnut Street  
Des Moines, IA 50319  
Tel (515) 725-6079  
Fax (515) 281-0753  
[Teddra.Gadson@iowa.gov](mailto:Teddra.Gadson@iowa.gov)

12-0031

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**From:** Loretta Whitlow [<mailto:LWhitlow@afscmeiowa.org>]  
**Sent:** Monday, October 15, 2012 10:37 AM  
**To:** Gadson, Teddra [DAS]  
**Subject:** settlement

The grievance for Deb Shepherd #118336 was settled on 10/10/12. It will not need to proceed any further. Thank you.

STATE OF IOWA  
AND  
UE LOCAL 893 - IOWA UNITED PROFESSIONALS

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and Iowa Department of Human Services, hereinafter the State, and the United Electrical, Radio and Machine Workers of America, Local 893 - Iowa United Professionals, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Katie Graham, hereinafter the Grievant, IUP NO. 12-055/DAS NO. 13-0045, that alleged a violation of Article IV, Section 11 (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 unpaid suspension on July 23, 2012, for violating DHS policies.

The parties have agreed to the following:

1. The one day unpaid suspension will be removed from the Grievant's personnel file on July 23, 2013, provided the Grievant does not have any additional discipline imposed prior to July 23, 2013.
2. The Grievant shall receive no back pay or accruals.
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. 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:

Stephanie L. Reynolds 11/29/12  
Stephanie L. Reynolds Date  
Labor Relations Specialist  
Department of Administrative Services

FOR THE UNION:

Michael Hansen 11-3-2012  
Michael Hansen Date  
International Representative  
UE Local 893 - IUP

Felicia Toppert 11/26/12  
Felicia Toppert Date  
Personnel/Business Manager  
Iowa Department of Human Services

Katie Graham 10/20/12  
Katie Graham Date  
Grievant

RECEIVED

NOV 14 2012

IA DEPT. OF  
ADMINISTRATIVE SERVICES

Iowa Council 32



REC'D  
To  
Proc 6-18-13  
FAC

# AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL	2990
CONTRACT	'11-'13
GRIEVANCE NUMBER	122646
CLASSIFICATION	KTW
HOME PHONE NUMBER	( )
IMMEDIATE SUPERVISOR	Brecky Walton KTS

NAME OF EMPLOYEE (GRIEVANT)	SOC. SEC. NO. (processing delayed if not filed in)	CLASSIFICATION
Gloria Sue Wilson		KTW
HOME ADDRESS	CITY, STATE, & ZIP	HOME PHONE NUMBER
[REDACTED]	Johnston, IA 50131	( )
WORK LOCATION		IMMEDIATE SUPERVISOR
WOLC	107 Fr - Pm shift	Brecky Walton KTS

## STATEMENT OF GRIEVANCE

### CONTRACT VIOLATION

ARTICLE	IV	SECTION	9
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
 On May 1, 2013 Gloria Sue Wilson was given a written rep for unjust cause under the above Art + Sec. & any others which may apply

ADJUSTMENT REQUIRED:  
 To be made whole in all matters

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARD'S SOC. SEC. NO. (processing delayed if not filed in)
[REDACTED]	5/13/13	Randy Beets	
(STEWARD) HOME ADDRESS	CITY, STATE, & ZIP	(STEWARD) HOME PHONE NUMBER	
[REDACTED]	Woodward IA 50276	[REDACTED]	

1st STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
	Amber Anthony	5/13/13	6/4/13

DISPOSITION OF GRIEVANCE  
 No contract violation. Grievance denied

2nd STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
	Steve Porter	6-18-13	9/5/13

DISPOSITION OF GRIEVANCE:  
 will remove the written reprimand from Grievant's file with 6 months if no further disciplinary action occurs (to be removed by November 2013).

3rd STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
	[Signature]	9/5/13	9/5/13

DISPOSITION OF GRIEVANCE

MANAGEMENT'S COPY (Traveling Copy)

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 (GRC), hereinafter State, and the American Federation of State, County and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Kathy Kuhl, hereinafter Grievant, AFSCME Nos. 120054 /IDAS No. 13-0073 that alleges a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-13 Collective Bargaining Agreement between the parties.

This agreement constitutes a full and final resolution of the issues that led to a one (1) day unpaid suspension issued to the Grievant on or about July 25, 2012. Based on this situation, the parties agree to the following:

1. The one (1) day suspension will be reduced to a written reprimand six (6) months from the date of the execution of this agreement [REDACTED]  
[REDACTED] If there [REDACTED]  
[REDACTED] the Grievant will be reimbursed for one (1) day of pay and accruals at the rate she was earning on July 25, 2012.
2. The Parties agree that this settlement resolves all issues arising from the facts alleged in this grievance. No promises for other or future 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.
3. Upon execution of this Agreement, the Union agrees to withdraw 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.

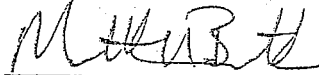
Neither party shall rely on this agreement or cite the same as precedent in any grievance, arbitration, litigation or other proceeding in the future.

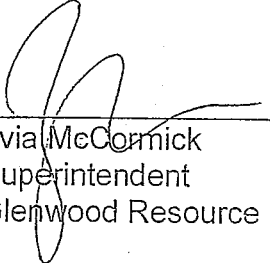
Dated this 22 Day of July 2013.

FOR THE STATE:

  
Karen Kienast  
Department of Administrative Services

FOR THE UNION:

 7/22/2013  
Matt Butler                      Date  
Staff Representative  
AFSCME Council 61

 7/22/13  
Zvia McCormick                      Date  
Superintendent  
Glenwood Resource Center

\_\_\_\_\_  
Kathy Kuhl                      Date  
Grievant

STATE OF IOWA

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Department of Human Services, Glenwood Resource Center hereinafter State, and Jason Ryan, hereinafter Grievant, enter into the following Agreement in full and final resolution of the grievance filed by Jason Ryan, NC# 1224/DAS No. 10-0076 that alleges violations of the Administrative Rules related to disciplinary actions.

This agreement constitutes a full and final resolution of the issues that led to the termination of the Grievant's employment on August 7, 2012. Based on this situation, the parties agree to the following:

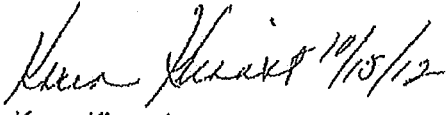
1. The termination is rescinded and the notice dated August 7, 2012 will be removed from the Grievant's personnel file and replaced with this Agreement. The required pre-employment background check will be requested on October 5, 2012. The Grievant will be returned to the GRC schedule as soon as practicable once the check has been returned. The time between the termination (August 8, 2012) and his return to work will be considered to have been an unpaid disciplinary suspension. The Grievant will not receive any accrued leave for the time period which comprises the unpaid suspension; however the amount of sick leave he had accrued prior to the suspension/termination shall be restored to him. [REDACTED]

2. The Parties agree that this settlement resolves all issues arising from the facts alleged in this grievance. No promises for other or future 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.

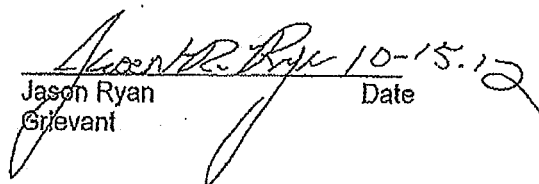
4. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any grievance, arbitration, litigation or other proceeding in the future.

Dated this \_\_\_\_ Day of October 2012.

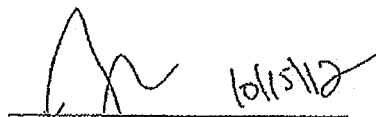
FOR THE STATE:

  
Karen Kienast  
Department of Administrative Services

FOR THE GRIEVANT:

  
Jason Ryan  
Grievant

Date

  
Zvia McCormick  
Superintendent  
Glenwood Resource Center

Date



AFSCME LOCAL	2989
CONTRACT	2011-13
GRIEVANCE NUMBER	121613
CLASSIFICATION	Correctional Officer
HOME PHONE NUMBER	[REDACTED]
STEWARDS	Capt Mike Peterie

NAME OF EMPLOYEE (GRIEVANT)	Lisa George	SOC. SEC. NO. (processing delayed if not filled in)	on file
HOME ADDRESS	ON file	CITY, STATE, & ZIP	[REDACTED]
WORK LOCATION	Iowa State Penitentiary Grounds & Facilities		

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:	ARTICLE	SECTION
On June 4, 2012 the 10 to shift supervisor [REDACTED] and it also involved [REDACTED] in a double pull	10	10
ADJUSTMENT REQUIRED:	make whole	
EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE
[REDACTED]	6/10/12	LUCIANNE MORROW
STEWARDS SOC. SEC. NO. (processing delayed if not filled in)	on file	
STEWARDS HOME PHONE NUMBER	[REDACTED]	

1st STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[REDACTED]	6/10/12	8/1/12
DISPOSITION OF GRIEVANCE	Unable to resolve. Move to the next step	

2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[REDACTED]	8-2-12	8/31/12
DISPOSITION OF GRIEVANCE	mtg held 8/7/12. The parties agree efforts will be made to follow relief procedure in the future. Grievance NOT GRIP eligible.	

3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
DISPOSITION OF GRIEVANCE		

MANAGEMENT'S COPY (Traveling Copy)

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and Department of Corrections, Iowa State Penitentiary, 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 Duane Kramer, hereinafter the Grievant, AFSCME No. 121628/IDAS No. 13-0402, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

13-0111

This Settlement arose out of a situation in which the Grievant was issued a one day unpaid suspension on August 27, 2012, for violating DOC policies.

The parties have agreed to the following:

1. Upon execution of this agreement, the one day suspension shall be reduced to a written reprimand and the grievant shall receive eight hours of back pay and accruals at the rate he was earning on August 27, 2012.
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. 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:

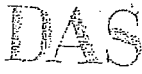
FOR THE UNION:

Stephanie L. Reynolds 4-17-13  
Stephanie L. Reynolds Date  
Labor Relations Specialist  
Iowa Department of Administrative Services

Olto Groenewald 4-12-13  
Olto Groenewald Date  
Staff Representative  
AFSCME Iowa Council 61

Deb Nichols 4-17-13  
Deb Nichols Date  
Associate Warden  
Iowa State Penitentiary

\_\_\_\_\_  
Duane Kramer Date  
Grievant



Iowa Department of Administrative Services  
Government's Partner in Achieving Results

Governor Terry E. Branstad  
Lt. Governor Kim Reynolds  
Mike Carroll Director

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services (DAS), and Anamosa State Penitentiary (ASP) in Anamosa, Iowa, hereinafter the State and the American Federation of State, County and Municipal Employees Iowa Council 61 (AFSCME), hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Local 2994, hereinafter the Grievant, AFSCME No. 117716 / IDAS 13-0135, that alleged a violation of Article IV, Section 9 (Grievance Procedure, Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation where the Grievant, Correctional Officer, David Rose [REDACTED]

In consideration of resolving the dispute the parties have agreed to the following:

1. Management agrees to roll back the one (1) day suspension to a written reprimand with no back pay.
2. 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 future 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 or a past practice in any grievances, arbitration, litigation or other proceeding in the future.

FOR THE STATE:

Bill Sperfslage 11/30/12

Bill Sperfslage  
Deputy Warden  
Anamosa State Penitentiary

SRyland 4-24-13  
John D. Crupi Date  
Labor Relations Specialist, DAS  
Stephanie Reynolds

FOR THE UNION:

Robin White 3/24/13  
Robin White Date  
AFSCME Staff Representative

Leo Gansen 3-31-13  
Leo Gansen, Steward Date

DAW 3-31-13  
David Rose, Grievant Date

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

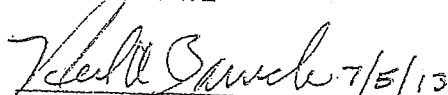
The State of Iowa, Department of Administrative Services and the Iowa Veterans Home, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Debbie Allbee, hereinafter Grievant, AFSCME No. 118699/DAS No. 13-0161, 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 written reprimand on September 28, 2012. The parties dispute whether just cause existed for issuance of the reprimand. The parties have agreed to the following in resolution of the grievance:

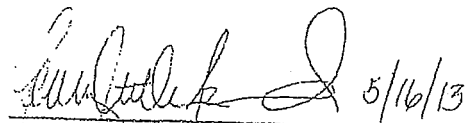
The parties have agreed to the following:

1. If the Grievant's conduct up to and including May 31, 2013 does not include action that leads to disciplinary action, the written reprimand that was issued on September 28, 2012 will be removed from her personnel file.
2. In consideration of the foregoing, the Union will withdraw the above referenced grievance once the reprimand has been removed from the Grievant's file.
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.

FOR THE STATE

  
Neil A. Barrick Date

Labor Relations Specialist  
DAS


  
Penny Cutler-Bermudez Date

Iowa Veterans Home

FOR THE UNION

  
Rick Elkander Date

Staff Representative  
AFSCME Iowa Council 61

  
Debbie Allbee Date

Grievant

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Iowa Department of Corrections, Iowa Medical Classification Center, 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 Myra Vazquez, hereinafter Grievant, AFSCME No. 119071/DAS No. 13-0163, 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 ten day suspension [REDACTED]. The parties have agreed to the following:

The parties have agreed to the following:

1. Should Grievant not incur any discipline of a like nature within a period of one (1) year from the date of final execution of this settlement agreement, the discipline shall be reduced to a five (5) day suspension.
2. If the suspension is reduced to five (5) days, Grievant will receive no back-pay related to the reduction.
3. In consideration of the foregoing, the Union will withdraw the above referenced grievance and it will not proceed to arbitration.
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. 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 4/24/13  
Neil A. Barrick Date  
Labor Relations Specialist  
DAS

Daniel Craig 4-12-13  
Daniel Craig Date  
Warden  
Iowa Medical Classification Center

FOR THE UNION

Earlene Anderson 4-19-13  
Earlene Anderson Date  
Staff Representative  
AFSCME Iowa Council 61

Myra Vazquez 4-15-13  
Myra Vazquez Date  
Grievant



Iowa Department of Administrative Services  
 Government's Partner In Achieving Results

Governor Terry E. Branstad  
 Lt. Governor Kim Reynolds  
 Mike Carroll, Director

STATE OF IOWA  
 AND  
 AFSCME IOWA COUNCIL 61  
 SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, and Department of Transportation, 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 Ron Stafford, hereinafter the Grievant, AFSCME No. 108745 /DAS No. 13-04764, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties. 0171

This settlement arose out of a situation in which the Grievant was given a termination letter on or about October 22, 2012.

The parties have agreed to the following:

1. The Grievant has tendered his resignation from employment and decided to retire from employment with the State of Iowa, effective October 22, 2012.
2. The termination will be removed from the Grievant's personnel file upon settlement.
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. Neither party shall rely on this Agreement or cite the same as precedent or a past practice in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE:

FOR THE UNION:

Todd Sadler  
 Director,  
 Office of Employee Services

Date

Adam Swihart  
 Staff Representative

Date

*John Crupi* 10/31/12

*Ron Stafford* 10-30-12

John Crupi  
 Labor Relations  
 DAS

Date

Ron Stafford  
 Grievant

Date

STATE OF IOWA

AND

AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, and the Department of Corrections- Iowa Correctional Institution for Women, hereinafter State, and AFSCME Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Aliesha Edwards- Kirby, hereinafter Grievant, AFSCME No. 116315/IDAS No. 13-0172 that alleges violations of Article IV, Section 11 (Discipline and Discharge) of the 2011-13 Collective Bargaining Agreement between the parties.


This agreement constitutes a full and final resolution of the issues that led to the termination of the Grievant's employment on October 17, 2012. Based on this situation, the parties agree to the following:

1. The termination will be rescinded and the Grievant will be permitted to resign. The Grievant's signature on this Agreement shall constitute a letter of resignation effective October 17, 2012. The Grievant agrees that she will not apply for nor will she be eligible for employment with the Iowa Department of Corrections in the future.
2. The Parties agree that this settlement resolves all issues arising from the facts alleged in this grievance. No promises for other or future 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.
3. Upon execution of this Agreement, the Union agrees to withdraw 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 grievance, arbitration, litigation or other proceeding in the future.

Dated this 15 Day of May 2013.

FOR THE STATE:


  
Karen Kienast 5/17/13  
Date  
Department of Administrative Services

FOR THE UNION:

  
Adam Swihart 5-17-13  
Date  
Staff Representative  
AFSCME Iowa Council 61



Bryan Reicks  
Bryan Reicks Date  
Iowa Correctional Institution for Women

  
Alisha Edwards-Kirby 5/15/13  
Date  
Grievant



# AFSCME COUNCIL 81 GRIEVANCE FORM

13-0175  
To/DK  
To  
Rec 10/25/12  
Email

AFSCME LOCAL 1010
CONTRACT 211-1012
GRIEVANCE NUMBER
CLASSIFICATION Classification
HOME PHONE NUMBER
IMMEDIATE SUPERVISOR Scott Nelson

NAME OF EMPLOYEE (GRIEVANT) Jim McGlynn	SOC. SEC. NO. (processing delayed if not filled in) [REDACTED]
HOME ADDRESS [REDACTED]	CITY, STATE & ZIP [REDACTED]
WORK LOCATION Ames Complex	

## STATEMENT OF GRIEVANCE

CONTRACT VIOLATION Any self don't apply	
ARTICLE 9	SECTION 11D

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
Denial of vacation for Nov 9, 2012

ADJUSTMENT REQUIRED:  
To be made whole in all matters

EMPLOYEE (GRIEVANT) SIGNATURE (optional) [Signature]	DATE 10/25/12	UNION STEWARD'S SIGNATURE JEFF HUSTON	STEWARDS SOC. SEC. NO. (processing delayed if not filled in) [REDACTED]
(STEWARD) HOME ADDRESS [REDACTED]	CITY, STATE & ZIP [REDACTED]	(STEWARD) HOME PHONE NUMBER [REDACTED]	

1st STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
DISPOSITION OF GRIEVANCE:			

2nd STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE To/Email	DATE RECEIVED 10-25-12	DATE ANSWERED
DISPOSITION OF GRIEVANCE: DOT agreed to allow grievant to take a vacation day on the day requested. Linda Anderson (DOT) on 10/26/12. Adam Swihart agreed. (Signature) 10/24/12			

3rd STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
DISPOSITION OF GRIEVANCE:			

MANAGEMENT'S COPY (Traveling Copy)

**Pirkl, Stefanie [DAS]**

---

**From:** Adam Swihart <ASwihart@afscmeiowa.org>  
**Sent:** Friday, November 02, 2012 10:26 AM  
**To:** Gadson, Teddra [DAS]  
**Cc:** Anderson, Linda [DOT]  
**Subject:** RE: AFSCME #108747 James McGlynn (Vacation Denial)

I haven't been in the office to sign it but I agree with it.

Adam Swihart  
Union Representative--Central Iowa  
AFSCME Iowa Council 61

*Sent from my U.S. Cellular® Android-powered device*

-----Original message-----

**From:** "Gadson, Teddra [DAS]" <Teddra.Gadson@iowa.gov>  
**To:** Adam Swihart <ASwihart@afscmeiowa.org>  
**Cc:** "Anderson, Linda [DOT]" <Linda.Anderson@dot.iowa.gov>  
**Sent:** Fri, Nov 2, 2012 15:23:41 GMT+00:00  
**Subject:** RE: AFSCME #108747 James McGlynn (Vacation Denial)

Happy Friday Adam,

Any news on the status of this? Please advise.

Thanks,  
Teddra

---

Teddra Joy Gadson  
Labor Relations Specialist  
Iowa Department of Administrative Services  
Hoover State Building, 3<sup>rd</sup> Floor  
1305 East Walnut Street  
Des Moines, IA 50319  
Tel (515) 725-6079  
Fax (515) 281-0753  
[Teddra.Gadson@iowa.gov](mailto:Teddra.Gadson@iowa.gov)

---

**From:** Adam Swihart [<mailto:ASwihart@afscmeiowa.org>]  
**Sent:** Tuesday, October 30, 2012 8:26 AM  
**To:** Gadson, Teddra [DAS]  
**Cc:** Anderson, Linda [DOT]  
**Subject:** RE: AFSCME #108747 James McGlynn (Vacation Denial)

When I get back to the office I will print this out, sign it, and send it back.

Thank you!

Adam Swihart  
Union Representative--Central Iowa  
AFSCME Iowa Council 61

*Sent from my U.S. Cellular® Android-powered device*

-----Original message-----

**From:** "Gadson, Teddra [DAS]" <[Teddra.Gadson@iowa.gov](mailto:Teddra.Gadson@iowa.gov)>  
**To:** Adam Swihart <[ASwihart@afscmeiowa.org](mailto:ASwihart@afscmeiowa.org)>  
**Cc:** "Anderson, Linda [DOT]" <[Linda.Anderson@dot.iowa.gov](mailto:Linda.Anderson@dot.iowa.gov)>  
**Sent:** Mon, Oct 29, 2012 19:05:41 GMT+00:00  
**Subject:** RE: AFSCME #108747 James McGlynn (Vacation Denial)

Hi Adam,

Please see attached email. Should you have any other questions or concerns, feel free to contact me.

Thanks,  
Teddra

---

Teddra Joy Gadson  
Labor Relations Specialist  
Iowa Department of Administrative Services

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, and the Department of Corrections- Iowa Correctional Institution for Women, hereinafter State, and AFSCME Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Tiffany Hageman, hereinafter Grievant, AFSCME No. 116327/IDAS No. 13-0185 that alleges violations of Article IV, Section 11 (Discipline and Discharge) of the 2011-13 Collective Bargaining Agreement between the parties.

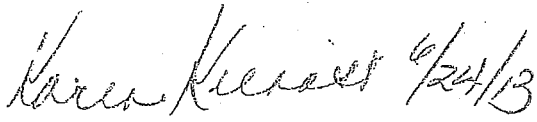
This agreement constitutes a full and final resolution of the issues that led to the termination of the Grievant's employment on November 2, 2012. Based on this situation, the parties agree to the following:

1. The termination will be rescinded and the Grievant will be permitted to resign. The Grievant's signature on this Agreement shall constitute a letter of resignation effective November 2, 2012. The Grievant agrees that she will not apply for nor will she be eligible for employment with the Iowa Department of Corrections in the future.
2. The Parties agree that this settlement resolves all issues arising from the facts alleged in this grievance. No promises for other or future 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.
3. Upon execution of this Agreement, the Union agrees to withdraw 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.

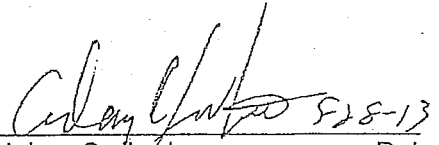
Neither party shall rely on this agreement or cite the same as precedent in any grievance, arbitration, litigation or other proceeding in the future.

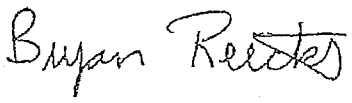
Dated this 16 Day of May 2013.

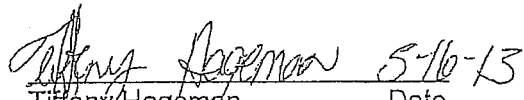
FOR THE STATE:

  
Karen Kienast  
Department of Administrative Services

FOR THE UNION:

  
Adam Swihart  
Staff Representative  
AFSCME Iowa Council 61

  
Bryan Reicks  
Iowa Correctional Institution for Women

  
Tiffany Hageman  
Grievant

STATE OF IOWA  
AND  
UE LOCAL 893/ IOWA UNITED PROFESSIONALS

SETTLEMENT AGREEMENT

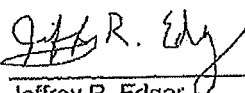
The State of Iowa, Department of Administrative Services, Human Resource Enterprise, and The Iowa Department of Human Services (collectively "State"), and the UE Local 893/ Iowa United Professionals ("Union"), enter into the following Agreement in full and final resolution of a grievance filed by Megan Vang ("Grievant"), identified as State No. 12-0168 and Union No. 12-068, that alleged a violation of Article IV, Section 11 (Discipline and Discharge) of the Collective Bargaining Agreement between the parties.

This settlement arises out of the termination of Grievant's employment by the State on or about October 25, 2012.

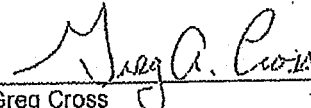
The parties agree to the following terms of settlement:

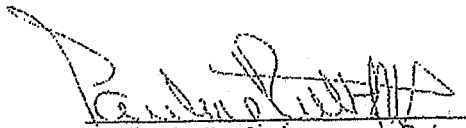
1. The Grievant will be allowed to resign in lieu of termination. Upon execution of this Settlement Agreement, the termination letter will be removed from the Grievant's personnel file and replaced with this Agreement which will constitute a letter of resignation effective October 25, 2012. Any reference requests related to the Grievant from any employer other than the State will be responded to by the State with the date Grievant's employment with the State began, the date of resignation and Grievant's pay at the time of resignation.
2. In consideration of the foregoing, the Union will withdraw the above referenced grievance and all other grievances previously filed by the Grievant including, but not limited to, DAS grievance No. 12-0910, Union grievance No. 12-044.
3. 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 Grievant's claims in this grievance.
4. This settlement shall not prejudice any future grievances not specifically identified in this agreement. The terms of this settlement agreement pertain only to the facts involved in the grievances referenced herein. The parties agree that this settlement shall not be used or cited for precedential value or support in any grievances, arbitration, litigation or other proceedings in the future.


FOR THE STATE

 10/8/13  
\_\_\_\_\_  
Jeffrey R. Edgar Date  
Labor Relations  
Department of Administrative Services

FOR THE UNION

 10/7/13  
\_\_\_\_\_  
Greg Cross Date  
Representative  
UE International

  
Pauline Rutherford      Date  
Department of Human Services

  
Megan Vang      Date  
Grievant

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and Mt. Pleasant Correctional Facility (MPCF), 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 Maca Barnes, hereinafter the Grievant, AFSCME No. 114047/DAS No. 13-0198, 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's was issued a five (5) day unpaid suspension on November 7, 2012, for violating DOC work rules. The suspension was served November 14-18, 2012.

The parties have agreed to the following:

1. The five (5) day unpaid suspension shall be reduced to a four (4) day unpaid suspension and the grievant shall receive eight (8) hours of back pay and accruals at the rate he was earning on November 7, 2012. This suspension shall remain a part of the grievant's permanent personnel 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. 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:

Stephanie L. Reynolds 2/20/13  
Stephanie L. Reynolds Date  
Labor Relations Specialist  
Department of Administrative Services

Ron Muller 2-20-13  
Ron Muller, Superintendent Date  
Mt. Pleasant Correctional Facility

FOR THE UNION:

Steve Siegel 1-31-13  
Steve Siegel Date  
Staff Representative  
AFSCME Iowa Council 61

Maca Barnes \_\_\_\_\_  
Maca Barnes Date  
Grievant

Personnel 2/7/13 jc



STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, and the Department of Corrections- Iowa Correctional Institution for Women, hereinafter State, and AFSCME Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Amanda Neese hereinafter Grievant, AFSCME No. 98978/IDAS No. 13-0223 that alleges violations of Article IV, Section 11 (Discipline and Discharge) of the 2011-13 Collective Bargaining Agreement between the parties.

This agreement constitutes a full and final resolution of the issues that led to the termination of the Grievant's employment on November 16, 2012. Based on this situation, the parties agree to the following:

1. The termination will be rescinded and the Grievant will be permitted to resign. The Grievant's signature on this Agreement shall constitute a letter of resignation effective November 16, 2012. The Grievant agrees that she will not apply for nor will she be eligible for employment with the Iowa Department of Corrections in the future.
  
2. The Parties agree that this settlement resolves all issues arising from the facts alleged in this grievance. No promises for other or future 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.
  
3. Upon execution of this Agreement, the Union agrees to withdraw 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 grievance, arbitration, litigation or other proceeding in the future.

Dated this \_\_\_\_ Day of May 2013.

FOR THE STATE:

Karen Kienast 5/17/13  
Karen Kienast  
Department of Administrative Services

FOR THE UNION:

Adam Swihart 5-18-13  
Adam Swihart Date  
Staff Representative  
AFSCME Iowa Council 61

Bryan Reicks  
Bryan Reicks Date  
Iowa Correctional Institution for Women

Amanda Neese 5-15-13  
Amanda Neese Date  
Grievant

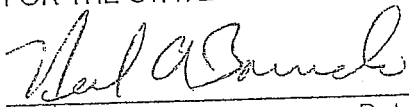
STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Iowa Veterans Home, 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 Melinda Bonschmitt, hereinafter Grievant, AFSCME No. 120810/DAS No. 13-0224, that alleged a violation of Article 4, Section 9 ( Discipline and Discharge ) of the 2011-2013 Collective Bargaining Agreement between the parties.

In full resolution of the grievance, the parties have agreed to the following:

1. The Grievant by signing this agreement shall have resigned her position as of the date of termination.
2. Any reference to termination will be removed from Grievant's personnel file and no contest will be made to Grievant's receipt of unemployment benefits.
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. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future except to enforce the terms of this agreement.

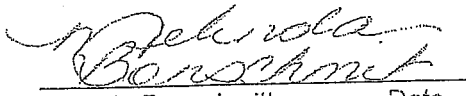
FOR THE STATE

  
Neil A. Barrick Date 4/22/13  
DAS Labor Relations Specialist

FOR THE UNION

  
Rick Ellander Date 3-22-13  
AFSCME IA C61

Penny Cutler-Bermudez Date  
Iowa Veterans Home

  
Melinda Bonschmitt Date 4/16/2013  
Grievant

AFSCME Iowa Council 61

APR 08 2013

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

AFSCME

FEB 02 2013

CO. 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Education, Iowa Vocational Rehabilitation Services, 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 Todd Bridgeman, hereinafter the Grievant, AFSCME No. 121543/IDAS No. 13-0227, 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 three day unpaid suspension on November 20, 2012, with the suspension served November 27 through November 29, 2012.

The parties have agreed to the following:

1. Upon execution of this Settlement Agreement, the three day unpaid suspension shall be reduced to a one day unpaid suspension. The Grievant shall receive no back pay or accruals.
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 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.

FOR THE STATE:

FOR THE UNION:

Stephanie L. Reynolds 2/6/13  
Stephanie L. Reynolds Date  
Labor Relations Specialist  
Department of Administrative Services

Greg A. Lewis 1-3-13  
Greg Lewis Date  
Staff Representative  
AFSCME Iowa Council 61

David Mitchell 2/6/13  
David Mitchell Date  
Administrator  
Iowa Vocational Rehabilitation Services

Todd Bridgeman 2/1/13  
Todd Bridgeman Date  
Grievant

STATE OF IOWA  
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-IOWA  
WORKFORCE DEVELOPMENT,

&

AFSCME IOWA COUNCIL 61  
FOR JOHN MCDONALD, GRIEVANT

GRIEVANCE NUMBERS:  
IDAS 13-0228; AFSCME 120371

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GRIEVANCE SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services (hereinafter "IDAS") and the Iowa Workforce Development (hereinafter the "STATE") and AFSCME IOWA COUNCIL 61 for John McDonald (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement on this 11<sup>th</sup> day of July 2013, in full and final resolution of the grievance filed by the GRIEVANT, IDAS No. 13-0228 and AFSCME No. 120371, that alleged a violation of Article XI, Section 10 of the 2011-2013 Collective Bargaining Agreement ("CBA") between the PARTIES and agree to the following:

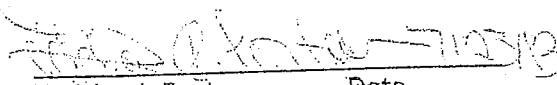
1. The GRIEVANT/Union:
  - a. Shall, in writing, withdraw the following grievance: IDAS No. 13-0228 and AFSCME No. 120371;
  - b. Shall resign, in lieu of being terminated;
  - c. Shall not seek reemployment at the Iowa Workforce Development.
2. In consideration of the foregoing, the STATE:
  - a. Shall adjust the GRIEVANT'S personnel file accordingly.
3. The PARTIES agree to the following provisions:
  - a. No promises for other or future consideration have been made by anyone. The above consideration is all that shall be received by the PARTIES.
  - b. Nothing herein shall be construed as liability against or admission of guilt on the part of either PARTY.
  - c. This Agreement shall serve as a good faith settlement and final resolution of any and all claims the GRIEVANT may or might have against STATE arising from or related to his employment, and represents a full, final and complete settlement of any and all alleged damages arising from or related to the above stated grievances and subsequent arbitrations whether known or unknown.
  - d. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in the grievances. The PARTIES shall not rely on this

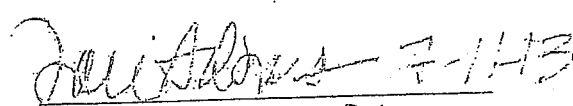
Agreement or cite the same as precedent in any other grievance, arbitration, litigation or any other future proceedings.

4. The PARTIES agree that this agreement is the full and final resolution of this matter.

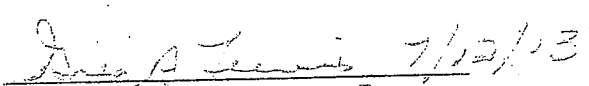
IN WITNESS WHEREOF, this settlement agreement has been duly executed by the parties hereto.

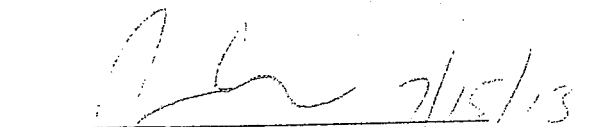
FOR THE STATE:

  
\_\_\_\_\_  
Teddra J. Porteous      Date  
Labor Relations Specialist  
Iowa Department of Administrative  
Services

  
\_\_\_\_\_  
Lori Adams      Date  
Division Administration  
Iowa Workforce Development

FOR THE UNION:

  
\_\_\_\_\_  
Greg Lewis      Date  
Union Representative  
AFSCME Iowa Council 61

  
\_\_\_\_\_  
John McDonald      Date  
Grievant

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and Department of Corrections, Iowa State Penitentiary, 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 Jo Smith, hereinafter the Grievant, AFSCME No. 113046/DAS No. 13-0233, 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 given a written reprimand dated November 16, 2012, for violating DOC policies.

The parties have agreed to the following:

1. The written reprimand will be removed from the Grievant's personnel file upon execution of this agreement.
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. 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:

Stephanie L. Reynolds 2/5/13  
Stephanie L. Reynolds  
Labor Relations Specialist  
Iowa Department of Administrative Services  
Date

Deb Nichols  
Deb Nichols  
Associate Warden  
Iowa State Penitentiary  
Date

FOR THE UNION:

Otto Groenewald 2-5-13  
Otto Groenewald  
Staff Representative  
AFSCME Iowa Council 61  
Date

Jo Smith  
Jo Smith  
Grievant  
Date

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and Department of Corrections, Iowa State Penitentiary, 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 Jared Dray, hereinafter the Grievant, AFSCME No. 121609/DAS No. 13-0234, 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 given a written reprimand dated November 16, 2012, for violating DOC policies.

The parties have agreed to the following:

1. The written reprimand will be removed from the Grievant's personnel file upon execution of this agreement.
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. 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:

Stephanie L. Reynolds 2/5/13  
Stephanie L. Reynolds Date  
Labor Relations Specialist  
Iowa Department of Administrative Services

FOR THE UNION:

Otto Groenewald 2-5-13  
Otto Groenewald Date  
Staff Representative  
AFSCME Iowa Council 61

Deb Nichols  
Deb Nichols Date  
Associate Warden  
Iowa State Penitentiary

Jared Dray  
Jared Dray Date  
Grievant

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Corrections, Mt. Pleasant Correctional Facility, 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 Timothy Robinson, hereinafter Grievant, AFSCME No. 114049/DAS-HRE No. 13-0250, 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 given a one (1) day suspension without pay on December 3, 2012, with the suspension served on December 7, 2012.

The parties have agreed to the following:

1. The one (1) day suspension without pay will be reduced to a written reprimand dated December 3, 2012, and the Grievant will be reimbursed for eight (8) hours of back pay and accruals at the same rate he was earning at the time of the suspension.
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. 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

Stephanie L. Reynolds 5/2/13  
Stephanie L. Reynolds Date  
Labor Relations Specialist  
Department of Administrative Services

Ron Muller 5/2/13  
Ron Muller Date  
Superintendent  
Mt. Pleasant Correctional Facility

FOR THE UNION

Steve Slegel 5-3-13  
Steve Slegel Date  
Staff Representative  
AFSCME Iowa Council 61

Timothy Robinson 5-2-13  
Timothy Robinson Date  
Grievant

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

AFSCME  
FEB 22 2013  
CO. 61


The State of Iowa, Department of Administrative Services and the Iowa Workforce Development, 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 grievances filed by Lynn Nulle, hereinafter Grievant, AFSCME No. 120518 and 120519/DAS No. 13-0251 and 13-0271, that alleged a violation of Article IV, Section 9( Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

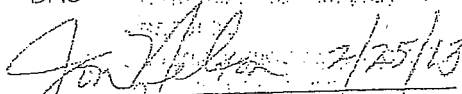
This settlement arose out of a situation in which the Grievant was issued a 5 day suspension and a 10 day suspension, [REDACTED]. The suspension has been served. The parties dispute the facts surrounding the incident. In full and final resolution of the pending grievance, the parties have agreed to the following:

The parties have agreed to the following:

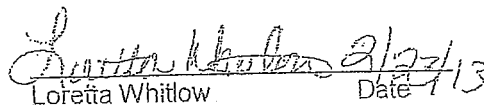
1. The 5 day suspension shall be reduced to a 1 day written reprimand; the 10 day suspension will be reduced to a 3 day suspension.
2. Grievant shall be reimbursed for three days already served, at the rate of pay in effect at the time of the suspension.
3. In consideration of the foregoing, the Union will withdraw the above referenced grievances.
4. The grievant agrees that he will never again work for Iowa Workforce Development, but may at another state of Iowa agency.
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 these grievances.
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.

FOR THE STATE

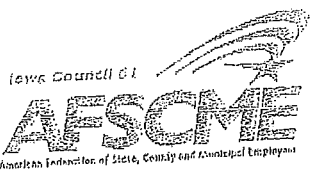
  
Teddra Gadson Date 2/25/13  
Labor Relations Specialist  
DAS

  
Jon Nelson Date 2/25/13  
Iowa Workforce Development

FOR THE UNION

  
Loretta Whitlow Date 2/27/13  
Staff Representative  
AFSCME Iowa Council 61

  
Lynn Nulle Date 2-20-13



# AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL	2984
CONTRACT	11-13
GRIEVANCE NUMBER	123201
CLASSIFICATION	RTW
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Melissa Steffensen

NAME OF EMPLOYEE (GRIEVANT) <i>Jack Huen</i>	SOC. SEC. NO. (processing delayed if not filled in)
HOME ADDRESS [REDACTED]	CITY, STATE & ZIP [REDACTED]
WORK LOCATION <i>Edwa Veterans Home</i>	

## STATEMENT OF GRIEVANCE

CONTRACT VIOLATION	ARTICLE <i>4</i>	SECTION <i>9 and all that apply</i>
--------------------	------------------	-------------------------------------

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
*grievant was terminated on 12/3/12*

ADJUSTMENT REQUIRED:  
*make whole in all matters*

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE <i>12-31-12</i>	UNION STEWARD'S SIGNATURE <i>[Signature]</i>	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
(STEWARD) HOME ADDRESS [REDACTED]	CITY, STATE & ZIP [REDACTED]	(STEWARD) HOME PHONE NUMBER [REDACTED]	

1st STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
DISPOSITION OF GRIEVANCE			

2nd STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE <i>TLO/KAY</i>	DATE RECEIVED <i>12.31.12</i>	DATE ANSWERED
DISPOSITION OF GRIEVANCE <i>Grievant was given opportunity to submit a resignation in lieu of termination. Resubmitted by Jan. 28, 2013. Grievant agreed to via telephone conversation with Human Rep. [Signature]</i>			

3rd STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
DISPOSITION OF GRIEVANCE			

MANAGEMENT'S COPY (Traveling Copy)

STATE OF IOWA  
AND  
AFSCME

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resource Enterprise, and the Iowa Veterans Home, hereinafter the State, and AFSCME, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Tina Miller, hereinafter Grievant, AFSCME No. 72613/DAS No. 13-0267, that alleged a violation of Article IV, Section 9, 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 (5) day suspension. In full resolution of the dispute, the parties have agreed to the following:

1. Effective June 17, 2013, should Grievant not have incurred any additional discipline and continue to conduct herself as a role model and leader, the five day suspension will be reduced to a three (3) day suspension.
2. Grievant will not receive any back pay should the suspension be reduced.
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. 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 Barrick 7/24/13  
Neil Barrick Date  
Labor Relations Specialist  
DAS

FOR THE UNION

Rick Eifander July 24, 13  
Rick Eifander Date  
AFSCME

Penny Cúttler-Bermudez 7/18/13  
Penny Cúttler-Bermudez Date  
Iowa Veterans Home

Tina Miller 7/18/13  
Tina Miller Date  
Grievant

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 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 Barbara McLemore, hereinafter the Grievant, AFSCME No. 96154/DAS No. 12-0203, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties. 13

This Settlement arose out of a situation in which the Grievant's employment was terminated on January 13, 2013.

The parties have agreed to the following:

1. The letter of termination shall be removed from the grievant's personnel file and replaced with this Agreement which shall constitute a letter of resignation effective January 13, 2013.
2. Neither the Union nor the Grievant will make any further claims or actions against the State in this matter and the Grievant will not apply for or accept any future with the State of Iowa.
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. 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:

Stephanie L. Reynolds 4/11/13  
Stephanie L. Reynolds  
Labor Relations Specialist  
Department of Administrative Services  
Human Resources Enterprise.  
Date

Jon Nelson 2/28/13  
Jon Nelson  
Employee Services Manager  
Iowa Workforce Development  
Date

FOR THE UNION:

Matt Butler 3/1/2013  
Matt Butler  
Staff Representative  
AFSCME Iowa Council 61  
Date

\_\_\_\_\_  
Barbara McLemore  
Grievant  
Date

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and Department of Corrections, Iowa State Penitentiary, 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 Kathy Hersbberger, hereinafter the Grievant, AFSCME No. 122676/IDAS No. 13-0288 that alleged a violation of Appendix W of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was denied holiday pay on January 1, 2013.

The parties have agreed to the following:

1. The Grievant shall be reimbursed 12 hours of compensatory time upon execution of this Agreement.
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. 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:

Stephanie L. Reynolds 2/25/13  
Stephanie L. Reynolds Date  
Labor Relations Specialist  
Iowa Department of Administrative Services

FOR THE UNION:

Otto Groenewald 2-5-13  
Otto Groenewald Date  
Staff Representative  
AFSCME Iowa Council 61

Coleen Kascel RN NS 2 2/8/13  
Coleen Kascel Date  
Nursing Supervisor 2  
Iowa State Penitentiary

\_\_\_\_\_  
Kathy Hersbberger Date  
Grievant

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT


The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and Department of Corrections, Iowa State Penitentiary, 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 Jake Bohnenkamp, hereinafter the Grievant, AFSCME No. 122719/IDAS No. 13-0289, 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 given a one (1) day suspension dated January 3, 2013, with the suspension served on January 4, 2013, for violating DOC policies.

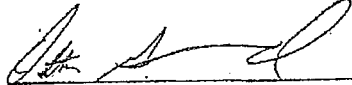
The parties have agreed to the following:

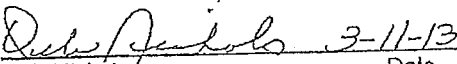
1. The one (1) day suspension will be removed from the Grievant's personnel file one year from the date of issuance provided the Grievant does not have any further disciplinary incidents prior to January 3, 2014.
2. The Grievant will not receive any back pay or accruals.
3. In consideration of the foregoing, 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. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

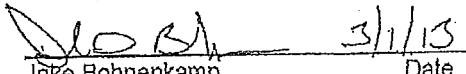
FOR THE STATE:

  
Stephanie L. Reynolds Date  
Labor Relations Specialist  
Iowa Department of Administrative Services

FOR THE UNION:

  
Otto Groenewald Date  
Staff Representative  
AFSCME Iowa Council 61

  
Deb Nichols Date  
Associate Warden  
Iowa State Penitentiary

  
Jake Bohnenkamp Date  
Grievant

STATE OF IOWA  
AND

480-92-6219 AFSCME IOWA COUNCIL 61

547

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, and Iowa Board of Parole, 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 grievances filed by Deanna Chumbley, hereinafter the Grievant, AFSCME No. 122376/IDAS No. 13-0305, AFSCME No. 118628/IDAS No. 13-0340, AFSCME No. 122382/IDAS No. 13-0324, AFSCME No. 122378/IDAS No. 13-0325, AFSCME No. 122378/IDAS No. 13-0326, and AFSCME No. 122380/IDAS No. 13-0328 that alleged a violation of Article IV, Section 9 (Discipline and Discharge), and AFSCME No. 118629/IDAS No. 118629 that alleged a violation of Appendix R, Section 3 (Clerical Bargaining Unit Workplace Violence-Free Policy) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was issued a written reprimand on December 28, 2012, and a one day unpaid suspension, a three day unpaid suspension, a five day unpaid suspension, a 10 day unpaid suspension and final warning, and a written work directive on February 12, 2013.

The parties have agreed to the following:

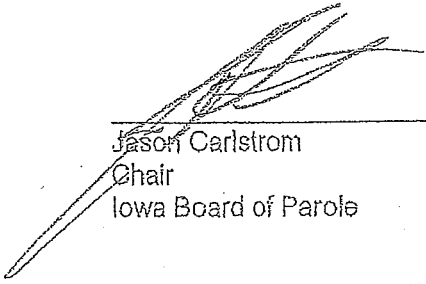
- 05/09/ 4:30 p.m. <sup>BT</sup> PC
1. The Grievant will resign employment effective XXXXX, 2013, and the above referenced disciplinary actions and written directive will be removed from the Grievant's personnel file.
  2. The Grievant will be reimbursed 152 hours of compensation and accruals at the rate she was earning at the time of the suspensions.
  3. The Grievant's health insurance benefit will remain in effect until June 30, 2013.
  4. The Grievant will not be placed on the recall list.
  5. In consideration of the foregoing, the Union will withdraw the above referenced grievances.
  6. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievances. 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.

FOR THE STATE:

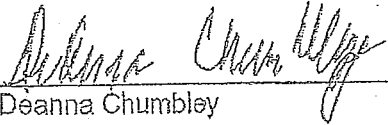
FOR THE UNION:

Stephanie L. Reynolds 5/14/13  
Stephanie L. Reynolds Date  
Labor Relations Specialist  
Iowa Department of Administrative Services

Greg Lewis 05/09/13  
Greg Lewis Date  
Staff Representative  
AFSCME Iowa Council 61

  
\_\_\_\_\_  
Jason Carlstrom  
Chair  
Iowa Board of Parole

Date

  
\_\_\_\_\_  
Deanna Chumbley  
Grievant

Date

5-9-13



**AFSCME COUNCIL 61**  
**GRIEVANCE FORM**

15-0306  
T6/DK  
T6  
Rec. 1-30-13  
FAY

AFSCME LOCAL	2997
CONTRACT	2011-2013
GRIEVANCE NUMBER	100659
CLASSIFICATION	Work St.
HOME PHONE (HOMER)	
IMMEDIATE SUPERVISOR	Russell Miller

NAME OF EMPLOYEE (GRIEVANT)	Gregory D. DeBrock
HOME ADDRESS	[Redacted]
WORK LOG	Ashley

**STATEMENT OF GRIEVANCE**

CONTRACT VIOLATION: <i>All that apply</i>	
ARTICLE	SECTION
IX	10.35

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
*Gregory was told she had to work through her vacation time. She was not allowed to work when calling in to work her supervisor when her ability to work was restricted.*

ADJUSTMENT REQUIRED:  
*Take vacation time and change to family leave. The vacation time that is accumulated is not to be used.*

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS 800, 830, NO. (processing date)
[Redacted]		Michael Fay	[Redacted]
STEWARDS HOME ADDRESS	CITY, STATE ZIP		

**1st STEP**

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[Redacted]	1-3-2013	1-3-2013

DISPOSITION OF GRIEVANCE:  
*No violation*

*Answer received 12:09 PM, Wed Jan. 30th 2013*

**2nd STEP**

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[Redacted]	1-30-13	4/1/13

DISPOSITION OF GRIEVANCE:  
*We will restore her vacation and take the time out of her F.C.L. the union agrees to*

**3rd STEP**

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[Redacted]		

DISPOSITION OF GRIEVANCE:  
*Adopted 4-1-13 We withdraw the grievance*

MANAGEMENT'S COPY (Traveling Copy)

WAGES AND TIME DEDUCTIONS

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

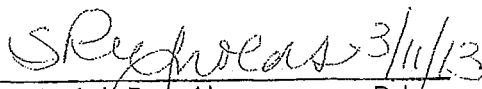
The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and Department of Corrections, Iowa State Penitentiary, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Mike Smith, hereinafter the Grievant, AFSCME No. 122689/IDAS No. 13-0307, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

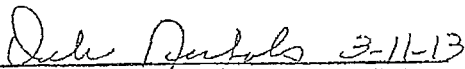
This Settlement arose out of a situation in which the Grievant was issued a written reprimand dated January 16, 2013, for violating DOC policies.

The parties have agreed to the following:

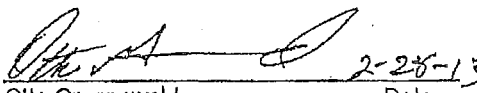
1. The written reprimand will be removed from the Grievant's personnel file upon execution of this settlement agreement.
2. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
3. This Agreement is a good faith settlement of all issues arising from the facts alleged 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. 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:

  
Stephanie L. Reynolds      Date  
Labor Relations Specialist  
Iowa Department of Administrative Services

  
Deb Nichols      Date  
Associate Warden  
Iowa State Penitentiary

FOR THE UNION:

  
Otto Groenewald      Date  
Staff Representative  
AFSCME Iowa Council 61

  
Mike Smith      Date  
Grievant

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

AFSCME Iowa Council 61

JAN 24 2014

SETTLEMENT AGREEMENT

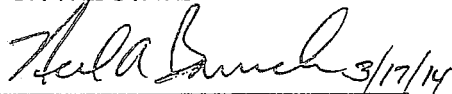
The State of Iowa, Department of Administrative Services and the Iowa Veterans Home (IVH) hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Todd Horn, hereinafter Grievant, AFSCME No. 119724/DAS No. 13-0314, 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 terminated from employment on January 27, 2013.

The parties have agreed to the following:

1. The Grievant shall be allowed to submit a letter of resignation. Management acknowledges receipt of same.
2. The resignation will be considered effective as of January 27, 2013.
3. Grievant will be paid for 38 hours of sick leave accrued as of the date of resignation, less appropriate deductions.
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

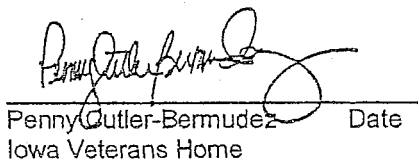
  
Date

Neil A. Barrick  
Labor Relations Specialist  
DAS

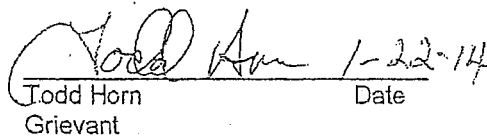
FOR THE UNION

  
Date

Rick Eilander  
Staff Representative  
AFSCME Iowa Council 61

  
Date

Penny Cutler-Bermudez  
Iowa Veterans Home

  
Date

Todd Horn  
Grievant

STATE OF IOWA  
AND  
AFSCME/IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

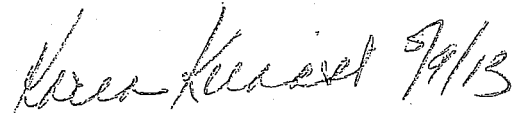
The State of Iowa, Department of Administrative Services and the Department of Human Services- Glenwood Resource Center (GRC), hereinafter State, and the American Federation of State, County and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Heather Young, hereinafter Grievant, AFSCME No. 120087/IDAS No. 13-0321 that alleges violations of Article IV, Section 9 (Discipline and Discharge) of the 2011-13 Collective Bargaining Agreement between the parties.

This agreement constitutes a full and final resolution of the issues that led to a one (1) day unpaid suspension issued to the Grievant on February 1, 2013. Based on this situation, the parties agree to the following:

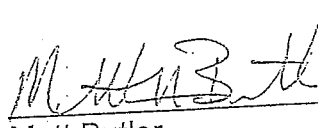
1. The one (1) day unpaid suspension will be rescinded and the Grievant will be reimbursed for back pay and accruals at the rate she was receiving on February 1, 2013.
2. The Parties agree that this settlement resolves all issues arising from the facts alleged in this grievance. No promises for other or future 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.
3. Upon execution of this Agreement, the Union agrees to withdraw 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 grievance, arbitration, litigation or other proceeding in the future.

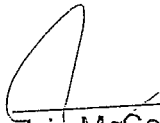
Dated this \_\_\_\_ Day of March 2013.

FOR THE STATE:

  
Karen Kienast  
Department of Administrative Services

FOR THE UNION:

 5/9/2013  
Matt Butler  
Staff Representative  
AFSCME Council 61

 5/9/13  
Zvia McCormick  
Superintendent  
Glenwood Resource Center

\_\_\_\_\_  
Heather Young  
Grievant

Date



# AFSCME COUNCIL 61 GRIEVANCE FORM

13-0352  
SR/EL  
TG  
Rec 2-27-13  
AFS  
2-20-13

AFSCME LOCAL	2989
CONTRACT	Master 2011-2013
GRIEVANCE NUMBER	112276
CLASSIFICATION	4/0
HOME PHONE NUMBER	N/A
IMMEDIATE SUPERVISOR	Peterson, Biddell

NAME OF EMPLOYEE (GRIEVANT)	SCC. SEC. NO. (processing delayed if not filled in)
HOME ADDRESS	CITY, STATE, & ZIP
WORK LOCATION	

*on file*

## STATEMENT OF GRIEVANCE

ARTICLE	SECTION
VIII & apply	2 & Apply

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
*3<sup>rd</sup> shift 4/0's are being mandated for OT when less senior 3<sup>rd</sup> shift 4/0's are not.*

ADJUSTMENT REQUIRED:  
*Make Grievants Whole  
Follow Contract*

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
	2-20-13	<i>Wanda L. Gardner</i>	
(STEWARD) HOME ADDRESS	CITY, STATE, & ZIP	(STEWARD) HOME PHONE NUMBER	

1st STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
	<i>Job Nichols</i>	2/20/13	2/27/13
DISPOSITION OF GRIEVANCE	<i>Unable to resolve. Move to the next step.</i>		

2nd STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
	<i>Skerrin</i>	2-27-13	5/14/13
DISPOSITION OF GRIEVANCE	<i>mtg held 5/7/13 Parties agree. Management will comply with the overtime policy.</i>		

3rd STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
DISPOSITION OF GRIEVANCE			

MANAGEMENT'S COPY (Traveling Conv)

STATE OF IOWA  
AND  
UE LOCAL 893/ IOWA UNITED PROFESSIONALS

SETTLEMENT AGREEMENT

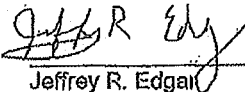
The State of Iowa, Department of Administrative Services, Human Resource Enterprise, and The Iowa Department of Human Services (collectively "State"), and the UE Local 893/ Iowa United Professionals ("Union"), enter into the following Agreement in full and final resolution of a grievance filed by Brónna Maher-Coughenour ("Grievant"), identified as State No. 13-009 and Union No. 13-009, that alleged a violation of Article IV, Section 11 (Discipline and Discharge) of the Collective Bargaining Agreement between the parties.

This settlement arises out of the termination of Grievant's employment by the State on or about March 1, 2013.

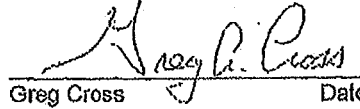
The parties agree to the following terms of settlement:

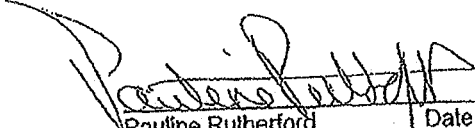
1. The Grievant will be allowed to resign in lieu of termination. Upon execution of this Settlement Agreement, the termination letter will be removed from the Grievant's personnel file and replaced with this Agreement which will constitute a letter of resignation effective March 1, 2013. Any reference requests related to the Grievant from any employer other than the State will be responded to by the State with the date Grievant's employment with the State began, the date of resignation and Grievant's pay at the time of resignation.
2. In consideration of the foregoing, the Union will withdraw the above-referenced grievance and all other grievances previously filed by the Grievant to the extent those grievances have not yet been resolved.
3. 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 Grievant's claims in this grievance.
4. This settlement shall not prejudice any future grievances not specifically identified in this agreement. The terms of this settlement agreement pertain only to the facts involved in the grievances referenced herein. The parties agree that this settlement shall not be used or cited for precedential value or support in any grievances, arbitration, litigation or other proceedings in the future.

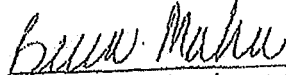
FOR THE STATE

  
\_\_\_\_\_  
Jeffrey R. Edgar                      10/16/13  
Labor Relations                      Date  
Department of Administrative Services

FOR THE UNION

  
\_\_\_\_\_  
Greg Cross                              10/15/13  
Representative                      Date  
UE International

  
Pauline Rutherford | Date 10.16.13  
Department of Human Services

  
Brenna Maher-Coughenour | Date 10/19/13  
Grievant

STATE OF IOWA

AND

AFSCME/IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resource Enterprise and the Department of Human Services- Glenwood Resource Center (GRC), hereinafter State, and the American Federation of State, County and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Patricia Day, hereinafter Grievant, AFSCME No. 119891/IDAS No. 13-0387 that alleges violations of Article IV, Section 9 (Discipline and Discharge) of the 2011-13 Collective Bargaining Agreement between the parties.

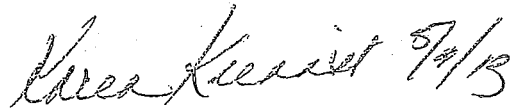
This agreement constitutes a full and final resolution of the issues that led to a one (1) day unpaid suspension issued to the Grievant on or about March 5, 2013. Based on this situation, the parties agree to the following:

1. The one (1) day suspension will be reduced to a written reprimand. The reprimand will remain in the Grievant's personnel file for one (1) year after the execution of the agreement. [REDACTED] resulting discipline will be a three (3) day unpaid suspension. The Grievant will be reimbursed for one (1) day of back pay and accruals at the rate of pay and accruals she was receiving on March 5, 2013.
2. The Parties agree that this settlement resolves all issues arising from the facts alleged in this grievance. No promises for other or future 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.
3. Upon execution of this Agreement, the Union agrees to withdraw 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 grievance, arbitration, litigation or other proceeding in the future.

Dated this \_\_\_\_ Day of April 2013.

FOR THE STATE:

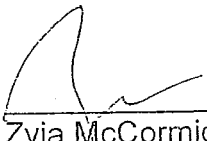
 5/9/13

Karen Kienast  
Department of Administrative Services

FOR THE UNION:

 5-9-2013

Matt Butler Date  
Staff Representative  
AFSCME Council 61

 5/9/13

Zvia McCormick Date  
Superintendent  
Glenwood Resource Center

\_\_\_\_\_  
Patricia Day r Date  
Grievant

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and Department of Corrections, Anamosa State Penitentiary, 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 Marilyn Glogerich, hereinafter the Grievant, AFSCME No. 117726/DAS No. 30080, 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's employment was terminated on March 11, 2013.

The parties have agreed to the following:

1. The Grievant will be allowed to resign in lieu of termination. Upon execution of this Settlement Agreement, the termination letter will be removed from the Grievant's personnel file and replaced with this Agreement which will constitute a letter of resignation effective March 11, 2013.
2. The Grievant agrees to refer any and all reference checks to the Anamosa State Penitentiary Personnel Department and knows that any such reference checks will be limited to confirmation of her dates of employment, last position held, rate of pay, the amount of accrued vacation and sick leave, and the amount of accrued vacation and sick leave that was used. The obligation under this paragraph is separable and any failure by the State of Iowa and the Iowa Department of Corrections to perform the obligation in this paragraph will only give rise to an action to enforce this paragraph.
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. Neither party shall rely on this agreement or cite the same as precedent in any grievance, arbitration, litigation or other proceedings in the future.

FOR THE STATE

*Stephanie L. Reynolds* 6/21/13  
Stephanie L. Reynolds Date  
Labor Relations Specialist  
Department of Administrative Services

FOR THE UNION

*Robin White* 6/21/13  
Robin White Date  
Staff Representative  
AFSCME Iowa Council 61

STATE OF IOWA  
AND  
UE LOCAL 893/IOWA UNITED PROFESSIONALS  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, and the Department of Corrections- Newton Correctional Facility, hereinafter State, and the UE Local 893/Iowa United Professionals hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Michelle Gonzales, hereinafter Grievant, IUP No. 13-001/DAS No. 13-0406 that alleges violations of Article IV, Section 11 (Discipline and Discharge) of the 2011-13 Collective Bargaining Agreement between the parties.

This agreement constitutes a full and final resolution of the issues that led to the termination of the Grievant's employment on March 21, 2013. Based on this situation, the parties agree to the following:

1. The termination will be rescinded and the Grievant will be permitted to resign. The Grievant's signature on this Agreement shall constitute a letter of resignation effective March 21, 2013. The Grievant agrees that she will not apply for nor will she be eligible for employment with the Iowa Department of Corrections in the future.
2. The Parties agree that this settlement resolves all issues arising from the facts alleged in this grievance. No promises for other or future 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.
3. Upon execution of this Agreement, the Union agrees to withdraw 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 grievance, arbitration, litigation or other proceeding in the future.

Dated this \_\_\_\_ Day of April 2013.

FOR THE STATE:

Karen Kienast  
Department of Administrative Services

Steve I. Squires 4-24-2013  
Steve Squires Date  
Newton Correctional Facility

FOR THE UNION:

\_\_\_\_\_  
Michael Hansen Date  
Staff Representative  
UE Local 893/IUP

\_\_\_\_\_  
Michelle Gonzales Date  
Grievant



# AFSCME COUNCIL 61 GRIEVANCE FORM

13-0435  
Tb  
Fax  
Rec 4-19-13  
FAX

AFSCME LOCAL	#2985
CONTRACT	CBA 2011-2013
GRIEVANCE NUMBER	117049
CLASSIFICATION	NUC
HOME PHONE NUMBER	(319)
IMMEDIATE SUPERVISOR	NSD KATHY SYMMONDS

NAME OF EMPLOYEE (GRIEVANT)	SOC. SEC. NO. (processing delayed if not filled in)
HOME ADDRESS	CITY, STATE, & ZIP
WORK LOCATION	

Katie Foubert  
[Redacted]  
EMCC

\* - AND ANY OTHER ARTICLES / SECTIONS OF CBA THAT APPLY

### STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

ARTICLE	IX *	SECTION	10 *
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:

On March 25, 2013 grievant was informed by management [Redacted] would be extended another 6 months till review this was unwarranted & unjustified by management.

ADJUSTMENT REQUIRED:

Treat Everyone Fairly & Follow the CBA.  
Remove Grievant from [Redacted] requirements.  
MAKE GRIEVANT WHOLE IN ALL MATTERS.

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
(STEWARD) HOME ADDRESS	CITY, STATE, & ZIP	(STEWARD) HOME PHONE NUMBER	

[Redacted]  
Thomas [Redacted]

### 1st STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[Redacted]	4-9-13	4-16-13
DISPOSITION OF GRIEVANCE	Denied	

Timeline extended to 4-9-13 5:15 PM [Redacted] 4-5-13

### 2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[Redacted]	4-19-13	
DISPOSITION OF GRIEVANCE	Grievant not required to have [Redacted] continued. Union withdraws grievance. V.G. SA	

Tb/Fax

### 3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
DISPOSITION OF GRIEVANCE		

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and Department of Corrections, Iowa State Penitentiary, 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 **Kenneth Veil**, hereinafter the Grievant, AFSCME No. 66936/IDAS No. 13-0449, 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 written reprimand dated March 26, 2013.

The parties have agreed to the following:

1. The written reprimand will be removed from the Grievant's personnel file and the Grievant shall be considered coached and counseled.
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. 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:

Stephanie L. Reynolds 6/25/13  
Date

Stephanie L. Reynolds  
Labor Relations Specialist  
Iowa Department of Administrative Services

FOR THE UNION:

Otto Groenewald 6-25-13  
Date

Otto Groenewald  
Staff Representative  
AFSCME Iowa Council 61

Deb Nichols 5-16-13  
Date

Deb Nichols  
Associate Warden  
Iowa State Penitentiary

Kenneth Veil \_\_\_\_\_  
Date  
Grievant

STATE OF IOWA  
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-IOWA  
WORKFORCE DEVELOPMENT,

&

AFSCME IOWA COUNCIL 61  
FOR SUE BARTON, GRIEVANT

GRIEVANCE NUMBERS:  
IDAS 13-0465, 13-0469; AFSCME  
115804, 115807

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GRIEVANCE SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services (hereinafter "IDAS") and the Iowa Workforce Development (hereinafter the "STATE") and AFSCME Iowa Council 61 for Sue Barton (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement on this 5<sup>th</sup> day of December 2013, in full and final resolution of the grievance filed by the GRIEVANT, IDAS Nos. 13-0465 and 13-0469, AFSCME Nos. 115804 and 115807, that alleged a violation of Article IV, Section 9 of the 2011-2013 Collective Bargaining Agreement ("CBA") between the PARTIES and agree to the following:

1. The GRIEVANT/Union:
  - a. Shall, in writing, immediately withdraw the above referenced grievance.
2. In consideration of the foregoing, the State of Iowa/DOT shall :
  - a. Remove the one day suspension from the Grievant's personnel file;
  - b. Reimburse the Grievant one day of back pay at the rate she was earning at the time of the suspension;
  - c. Remove the written reprimand from the Grievant's personnel file six months from the date of issuance;
  - d. Adjust the GRIEVANT'S personnel file accordingly.
3. The PARTIES agree to the following provisions:
  - a. The terms of this agreement are non-precedent setting.
  - b. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in the grievance. The PARTIES shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceedings.
  - c. No promises for other or future consideration have been made by anyone. The above consideration is all that shall be received by the PARTIES.
  - d. Nothing herein shall be construed as liability against or admission of guilt on the part of either PARTY.



STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT


The State of Iowa, Department of Administrative Services, Human Resource Enterprise, and the Department of Human Services, Civil Commitment Unit for Sexual Offenders (collectively "State"), and the American Federation of State, County, and Municipal Employees Iowa Council 61 ("Union"), enter into the following Agreement in full and final resolution of the grievance filed by Matthew Royster ("Grievant"), AFSCME No. 109096, DAS No. 13-0487 alleging a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.


This settlement arises out of the termination of Grievant's employment by the State on or about May 2, 2013.

The parties agree to the following terms of settlement:


1. The Grievant will be allowed to resign in lieu of termination. Upon execution of this Settlement Agreement, the termination letter will be removed from the Grievant's personnel file and replaced with this Agreement which will constitute a letter of resignation effective May 2, 2013.
2. In consideration of the foregoing, the Union will withdraw the above-referenced grievance.
3. This agreement is executed by the parties as a good faith settlement of all issues arising from the facts alleged in all grievances referenced herein. No promises of any further consideration have been made by any party to this agreement. The above consideration constitutes the full and final consideration for all claims and potential causes of action, known or unknown, arising from the above-referenced grievance.
4. This settlement shall not prejudice any future grievances not specifically identified in this agreement. The terms of this settlement agreement pertain only to the facts involved in the grievances specifically identified herein. The parties agree that this settlement shall not be used or cited for precedential value or support in any grievances, arbitration, litigation or other proceedings in the future.


FOR THE STATE

 7-9-13  
\_\_\_\_\_  
Jeffrey R. Edgar      Date  
Labor Relations  
Department of Administrative Services

  
\_\_\_\_\_  
Dr. Jason Smith      Date  
Superintendent  
DHS, CCUSO

FOR THE UNION

 7.12.13  
\_\_\_\_\_  
Preston DeBoer      Date  
Staff Representative  
AFSCME Iowa Council 61

 7-15-13  
\_\_\_\_\_  
Matthew Royster      Date  
Grievant

STATE OF IOWA  
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-IOWA  
WORKFORCE DEVELOPMENT,

&  
AFSCME IOWA COUNCIL 61  
FOR LILLIE SIMPSON, GRIEVANT

GRIEVANCE NUMBERS:  
IDAS 13-0512; AFSCME 123297

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GRIEVANCE SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services (hereinafter "IDAS") and the Iowa Workforce Development (hereinafter the "STATE") and AFSCME Iowa Council 61 for Lillie Simpson (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement on this 5<sup>th</sup> day of December 2013, in full and final resolution of the grievance filed by the GRIEVANT, IDAS Nos. 13-0512, AFSCME Nos. 123297, that alleged a violation of Article IV, Section 9 of the 2011-2013 Collective Bargaining Agreement ("CBA") between the PARTIES and agree to the following:

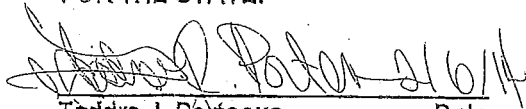
1. The GRIEVANT/Union:
  - a. Shall, in writing, immediately withdraw the above referenced grievance.
2. In consideration of the foregoing, the State of Iowa/<sup>DOT</sup> shall :
  - a. Remove the one day suspension from the Grievant's personnel file;
  - b. Reimburse the Grievant one day of back pay at the rate she was earning at the time of the suspension;
  - c. Remove the written reprimand from the Grievant's personnel file six months from the date of issuance;
  - d. Adjust the GRIEVANT'S personnel file accordingly.
3. The PARTIES agree to the following provisions:
  - a. The terms of this agreement are non-precedent setting.
  - b. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in the grievance. The PARTIES shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceedings.
  - c. No promises for other or future consideration have been made by anyone. The above consideration is all that shall be received by the PARTIES.
  - d. Nothing herein shall be construed as liability against or admission of guilt on the part of either PARTY.


e. This Agreement shall serve as a good faith settlement of any and all alleged issues and damages arising from and related to the grievance.

4. The PARTIES agree that this agreement is the full and final resolution of this matter.

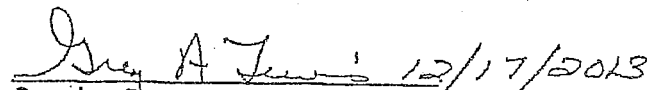
IN WITNESS WHEREOF, this settlement agreement has been duly executed by the parties hereto.

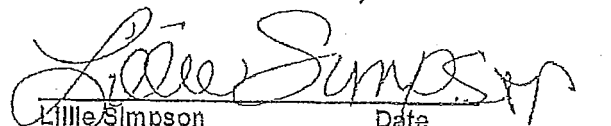
FOR THE STATE:

  
Teddra J. Porteous Date  
Labor Relations Specialist  
Iowa Department of Administrative  
Services

  
Jon Nelson Date  
Employee Relations Manager  
Iowa Workforce Development

FOR THE UNION:

  
Greg Lewis Date  
Union Representative  
AFSCME Iowa Council 61

  
Lillie Simpson Date  
Grievant  
12-17-13

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

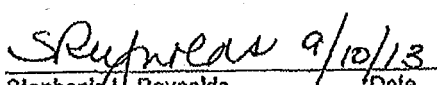
The State of Iowa, Department of Administrative Services, and Iowa Workforce Development, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Gabe Benson, hereinafter the Grievant, AFSCME No. 100372/DAS No. 13-0546, 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 given a 10 day unpaid suspension and final warning on May 13, 2013.


The parties have agreed to the following:

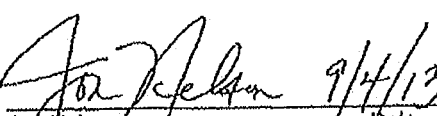
1. The 10 day unpaid suspension shall be reduced to a five day unpaid suspension and the final warning shall be removed from the grievant's file. The grievant shall receive no back pay. Future incidents of like and/or similar nature shall result in progressive discipline.
2. In consideration of the foregoing, 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. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

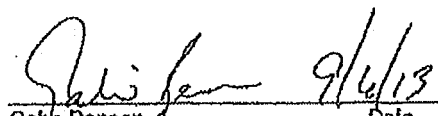
FOR THE STATE:

  
Stephanie L. Reynolds  
Labor Relations Specialist  
Department of Administrative Services

FOR THE UNION:

  
Robin White  
Staff Representative  
AFSCME Iowa Council 61

  
Jon Nelson  
Employee Services Manager  
Iowa Workforce Development

  
Gabe Benson  
Grievant

STATE OF IOWA  
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-IOWA  
ALCOHOL BEVERAGES DIVISION,

&

GRIEVANCE NUMBERS:

~~IDAS 13-0565, 13-0534~~  
AFSCME 123838, 123837

AFSCME IOWA COUNCIL 61  
FOR MICHAEL DENNIS, GRIEVANT

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GRIEVANCE SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services (hereinafter "IDAS") and the Iowa Alcohol Beverages Division (hereinafter the "STATE") and AFSCME Iowa Council 61 (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement on this 4<sup>th</sup> day of September 2013, in full and final resolution of the grievance arbitration filed by the GRIEVANT, IDAS Nos. 13-0565, 13-0534, AFSCME Nos. 123838, 123837, that alleged a violation of Article IV, Section 9 and Article X, Section 3 of the 2011-2013 Collective Bargaining Agreement ("CBA") between the PARTIES and agree to the following:

1. The GRIEVANT/Union:

a. ~~Shall withdraw the above referenced grievances;~~

b. Shall not pursue the above cited grievance matters to arbitration.

2. In consideration of the foregoing, the State of Iowa/ABDT:

a. Shall remove the termination from the Grievant's file;

b. Shall allow the Grievant to return to work with no back pay;

c. Shall allow the Grievant to remain at the at the same seniority level as if he never separated from employment (as of June 3, 2013);

d. Shall adjust the Grievant's IPERS and accruals to reflect continued employment (as of June 3, 2013);

e. Shall adjust the GRIEVANT'S personnel file accordingly;

3. The PARTIES agree to the following provisions:

a. No promises for other or future consideration have been made by anyone. The above consideration is all that shall be received by the PARTIES.



STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and Department of Corrections, Iowa State Penitentiary, 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 Katrina Manz, hereinafter the Grievant, AFSCME No. 120738/IDAS No. 13-0570, that alleged a violation of Article IX, Section 11 (Paid Annual Leave of Absence - Vacation) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant's vacation request for August 2 through 13, 2013, was denied.

The parties have agreed to the following:

1. The Grievant's vacation request will be granted.
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. 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:

FOR THE UNION:

Stephanie L Reynolds 8/15/13  
Stephanie L Reynolds Date  
Labor Relations Specialist  
Iowa Department of Administrative Services

Otto Groenewald 8-10-13  
Otto Groenewald Date  
Staff Representative  
AFSCME Iowa Council 61

Coleen Kascel 8/12/13  
Coleen Kascel Date  
Iowa State Penitentiary

\_\_\_\_\_  
Katrina Manz Date  
Grievant

Neil's copy

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Iowa Medical Classification Center, 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 Jeffrey Kranz hereinafter Grievant, AFSCME No. 13-0578/117068, 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 Written Reprimand on June 7, 2013, [REDACTED]. The parties dispute the characterization of the incident.

The parties have agreed to the following:

1. The Grievant's Written Reprimand will be taken out of the file at six months after the incident took place, provided no further disciplinary action has been taken against the grievant. The incident took place on May 8, 2013.
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. 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 10/9/13  
Neil A Barrick Date  
Labor Relations Specialist  
DAS

Daniel R. Craig 10/9/13  
Daniel R. Craig Date  
Warden  
Iowa Medical and Classification Center

FOR THE UNION

Earlene Anderson 10-9-13  
Earlene Anderson Date  
Staff Representative  
AFSCME Iowa Council 61

Jeffrey Kranz 10-9-13  
Jeffrey Kranz Date  
Grievant