

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and Department of Human Services, Glenwood Resource Center, 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 Michael Burgess, hereinafter the Grievant, AFSCME No. 117807/IDAS No. 11-0487, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

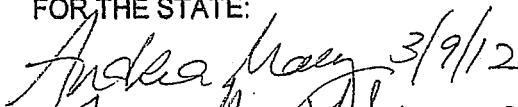

This Settlement arose out of a situation in which the Grievant's employment was terminated on June 10, 2011.

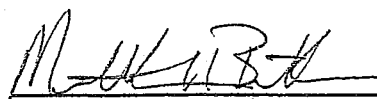
The parties have agreed to the following:


1. Upon execution of this Agreement, the termination letter will be rescinded and replaced with this Agreement which will constitute a letter of resignation effective June 10, 2011.
2. The Grievant agrees to no future application to or employment with the State of Iowa.
3. Requests for employment references will be responded to with the Grievant's date of hire, date of resignation, whether eligible for rehire, and position and rate of pay at the time of separation.
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 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:

 3/9/12  
 3/9/12  
\_\_\_\_\_  
Andrea Macy Date  
Labor Relations Specialist  
Department of Administrative Services  
Human Resources Enterprise

 3/12/2012  
\_\_\_\_\_  
Matt Butler Date  
Staff Representative  
AFSCME Iowa Council 61

 2/13/12  
\_\_\_\_\_  
Zvia McCormick Date  
Superintendent  
Glenwood Resource Center

\_\_\_\_\_  
Michael Burgess Date  
Grievant

11-0428

## SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resources Enterprise and the Department of Public Safety, hereinafter "State", and the State Police Officers Council, hereinafter "Union", enter into the following Settlement Agreement in full and final resolution of the grievance, IDAS No. 11-0428, filed by Justin Mack, hereinafter "Grievant", alleging a violation of Article IV, Section 10 and Article XI, Section 1 of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation involving the Grievant's activities on December 31, 2010, and subsequent three (3) day suspension issued by the State on March 23, 2011, with the suspension served on March 23 through March 26, 2011. As a result, the parties have agreed to the following in a good faith effort to settle all issues arising out of the facts of this grievance:

1. The three (3) day suspension issued March 23, 2011, shall be removed from the Grievant's file and replaced with a one (1) day suspension.
2. The Grievant shall be reimbursed for two (2) days of back pay and 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 referenced grievance. No promises for 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.
5. The terms of this agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation, or other proceedings in the future.

FOR THE STATE:

FOR THE UNION:

Andrea Macy 8/17/11  
 Andrea Macy Date  
 Labor Relations Specialist  
 Department of Administration Services  
 Human Resources Enterprise

Sue Brown 8-16-11  
 Susanna Brown Date  
 SPOC Executive Director and  
 General Counsel

Colonel Patrick Hoye 8/17/11  
 Colonel Patrick Hoye Date  
 Department of Public Safety

Justin Mack 08-11-11  
 Justin Mack Date  
 Grievant

11-0502

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 Paben, hereinafter the Grievant, AFSCME No. 100882/DAS No. 11-0502, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2009-2011 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 May 26, 2011.

The parties have agreed to the following:

1. The one (1) day suspension will be removed from the Grievant's personnel file six (6) months from the date of issuance provided the Grievant does not have any further similar incidents prior to November 26, 2011.
2. The Grievant shall be reimbursed eight (8) hours of compensatory time and all accruals upon successful completion of the terms of this Agreement.
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:

FOR THE UNION:

Stephanie L. Reynolds 8/5/11  
 Stephanie L. Reynolds Date  
 Labor Relations Specialist  
 Department of Administrative Services  
 Human Resources Enterprise

Otto Groenewald 8-5-11  
 Otto Groenewald Date  
 Staff Representative  
 AFSCME Iowa Council 61

William Sperfslage 07/20/11  
 William Sperfslage Date  
 Deputy Warden  
 Iowa State Penitentiary

Mike Paben  
 Mike Paben Date  
 Grievant



# AFSCME COUNCIL 61 GRIEVANCE FORM

Cpt David Rhodes  
6-9-11  
9:20 AM

SRTA

AFSCME LOCAL
2989
CONTRACT
GRIEVANCE NUMBER
100031
CLASSIFICATION
HOME PHONE NUMBER
IMMEDIATE SUPERVISOR
Deb Nichols

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

## STATEMENT OF GRIEVANCE

CONTRACT VIOLATION	
ARTICLE	SECTION
IV	9

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
 ON June 2nd 2011 Mr Elliott did receive a written reprimand. The  
 notations used for discipline did not match statement of record. Progressive  
 discipline was not followed.

ADJUSTMENT REQUIRED:  
 Make grievant whole remove discipline from file.

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing de-)
		[Signature]	
STEWARDS HOME ADDRESS	CITY, STATE & ZIP	(STEWARDS) HOME PHONE NUMBER	
[REDACTED]	[REDACTED]	[REDACTED]	

1st STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
	[Signature]	6/9/11	6/14/11
DISPOSITION OF GRIEVANCE:	Unable to resolve @ this step. Move to the next step of the process.		

2nd STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
			8/2/11
DISPOSITION OF GRIEVANCE:	Written reprimand to be removed immediately		
	[Signature]		

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

MANAGEMENT'S COPY (Traveling Copy)





AFSCME COUNCIL 61 11-0505  
 GRIEVANCE FORM PA ITB

AFSCME LOCAL 2992
CONTRACT Master
GRIEVANCE NUMBER 118392
CLASSIFICATION RTW
HOME PHONE NUMBER [REDACTED]
IMMEDIATE SUPERVISOR Dawn Wake

NAME OF EMPLOYEE (GRIEVANT) Traci Wood	SOC. SEC. NO. <i>Increasing allowed if not filled in</i>
HOME ADDRESS [REDACTED]	CITY, STATE & ZIP [REDACTED]
WORK LOCATION Clarinda Mental Health/Night Shift 10:30p to 6:30a float position / Thurs & Friday off	

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

ARTICLE 4	SECTION 9 And All that Apply.
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE

Grievant was terminated on June 14, 2011  
 Without Just Cause.

ADJUSTMENT REQUIRED:

To make the grievant whole in All matters.

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE 6-16-11	UNION STEWARD'S SIGNATURE Debra Bunn	PROCESSING
EMPLOYEE HOME ADDRESS [REDACTED]	CITY, STATE & ZIP [REDACTED]	STEWARD HOME PHONE NUMBER [REDACTED]	

1st STEP

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

2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE <i>Carrix</i>	DATE RECEIVED 6-13-11	DATE ANSWERED 6/27/2011
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DISPOSITION OF GRIEVANCE

Resolved by mutual agreement. The grievant will be allowed  
 to resign in lieu of discharge effective June 14, 2011. Management  
 will not participate in any further contest of the unemployment benefits.  
 This agreement is non precedent. The grievance is withdrawn.

3rd STEP

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

*PA ITB*

MANAGEMENT'S COPY (Travelina Coody)

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

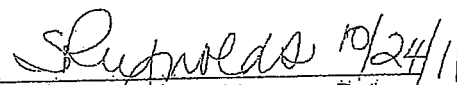
The State of Iowa, Department of Administrative Services, Human Resource Enterprise, and Department of Corrections, Iowa State Penitentiary, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Mitch Beal hereinafter the Grievant, AFSCME No. 112241/DAS-HRE No. 11-0512, that alleged a violation of Article IV, Section (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

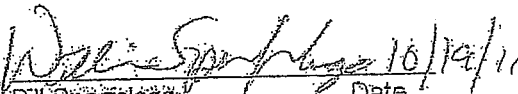
This settlement arose out of a situation in which the Grievant was required to provide verification from a medical provider for all unscheduled leave incurred for his personal illness.

The parties have agreed to the following:


1. The medical verification requirement will be removed once the Grievant provides ISPE Human Resources with completed [redacted] paperwork. The deadline for submitting the completed [redacted] paperwork is October 31, 2011.
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  
DAS-HRE

  
Bill Spenslage Date  
Deputy Warden  
Iowa State Penitentiary

FOR THE UNION

  
Otto Groenewald Date  
Staff Representative  
AFSCME Iowa Council 61

**SETTLEMENT AGREEMENT**

The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and Iowa Veterans Homes, hereinafter the State, and Shelly Tilton, hereinafter the Grievant, enter into the following Agreement in full and final resolution of the grievance filed by Shelly Tilton, IDAS No. 11-0531, that alleged a violation of 11 IAC 60.2 (8A).


This Settlement arose out of a situation in which the Grievant was issued a one (1) day paper suspension on May 27, 2011.

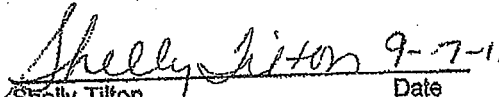
The parties have agreed to the following:


1. If the Grievant has received no further disciplinary action, the one (1) day paper suspension will be removed from the Grievant's personnel file and replaced with a written reprimand on November 27, 2011.
2. In consideration of the foregoing, the Grievant 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 GRIEVANT:

  
Andrea Macy      Date 9/16/11  
Labor Relations Specialist  
Department of Administrative Services  
Human Resources Enterprise

  
Shelly Tilton      Date 9-7-11  
Grievant

  
Penny Cutler-Bermudez      Date 9/16/11  
Interim Personnel Director  
Iowa Veterans Home

11-0572

STATE OF IOWA  
and  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

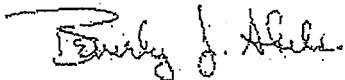
The State of Iowa, Department of Administrative Services-Human Resources Enterprise and Clarinda Correctional Facility, Department of Corrections, hereinafter State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Jean Holste, hereinafter Grievant, AFSCME No. 119462/ IDAS No. 11-0572 that alleged a violation of Article VII, Section 1(b), *Work Schedules* of the 2009 - 2011 Collective Bargaining Agreement (CBA) between the parties.

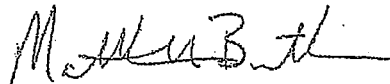
This settlement arose out of a situation in which schedule changes were allegedly made in the kitchen without sufficient notice. Based on this situation, the parties agree to the following:

1. The new schedules will be posted for five additional days and employees will be allowed to bid for the new schedule. The new schedules will be awarded to the employees who have the highest seniority who bid before the ending date on the posting.
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 this grievance. No promises for 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 claim 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 grievance, arbitration, litigation or other proceeding in the future.

FOR THE STATE:

FOR THE UNION:





August 16, 2011

August 24, 2011

Beverly Abels                      Date  
Program Delivery Services Division  
Department of Administrative Services

Matt Butler                      Date  
Staff Representative  
AFSCME Council 61

Steve Jenkins                      Date  
Deputy Superintendent  
Clarinda Correctional Facility

Jean Holste                      Date  
Grievant

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services-Human Resources Enterprise, and the Iowa Workforce Development Department-Region 10 -- Cedar Rapids, 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 Group Grievance filed by Cedar Rapids IWD Employees, hereinafter Grievants, AFSCME No. 100324/DAS-HRE No. 11-0574, that alleges a violation of Article IV, Section 2 (Grievance Steps) of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which Management in the Cedar Rapids Office of IWD did not accept a grievance properly at the 1<sup>st</sup> step. As a result of the situation the parties have agreed to the following:

1. Iowa Work Force Development agrees it will adhere to provisions of the collective bargaining agreement and a manager or supervisor will accept and sign for grievances properly submitted at first step. They will conduct a meeting with the parties in compliance with the contract.
2. In consideration of the foregoing, the Union will withdraw the above grievance.
3. This Agreement is a good faith settlement of all issues arising from the facts alleged in this grievance. No promises for 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 Grievants' claim 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 grievance, arbitration, litigation or other proceeding in the future.

FOR THE STATE

*Suzanne L. Brott*

Suzanne Brott                      07-29-11  
Labor Relations Specialist  
DAS-HRE

\_\_\_\_\_  
Jon Nelson                      Date  
Human Resources Director  
Iowa Workforce Development

FOR THE UNION

*Earlene Anderson 8-11-2011*

Earlene Anderson                      Date  
Staff Representative  
AFSCME Iowa Council 61

*Susan Elllenberger 8/11/11*  
Susan Elllenberger                      Date  
Steward

Oct. 27. 2011 10:56AM

Des Moines Construction Office

No. 0857 P. 2

RECEIVED  
OCT 27 2011

STATE OF IOWA  
AND  
AFSCME/IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resource Enterprise; Department of Transportation - Highway Division - Altoona Maintenance Garage, 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 Frank Maher, hereinafter Grievant, AFSCME No. 112351/DAS-HRE NO. 11-0285 which allege a violation of Article IV, Section 9 (Discipline and Discharge) and any and all that apply of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a three (3) day suspension without pay on February 14, 2011. As a result of the disciplinary action the parties have agreed to the following:

1. The State agrees to reduce the three (3) day suspension without pay to a one day suspension without pay. The Grievant will receive two days back pay and any missed accruals at the rate he was earning on February 14, 2011.
2. The State will reduce the one day suspension without pay to a written reprimand on year from the date the 3 day suspension without pay was reduced to a one day suspension without pay. The Grievant will be reimbursed the one day's pay and any missed accruals at the rate he was earning as of February 14, 2011.
3. If the Grievant [redacted] or there is another incident of like nature the disciplinary action will not be reduced.
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 cause of action addressed and arising from the Grievant's claims in the grievance.
6. The terms of this Agreement are considered by the parties to pertain only to the specific facts involved in these matters. Neither party shall rely on this Agreement or cite the same as precedent in any grievance, arbitration litigations or other proceeding in the future.

FOR THE STATE

FOR THE UNION

*Suzanne L. Bratt*

Suzanne L. Bratt 09-27-11  
Labor Relations Specialist  
Dept. of Administrative Services/HRE

*Adam Swihart*  
10/27/11

Adam Swihart  
Staff Representative  
AFSCME Council 61

Oct. 27. 2011 10:57AM

Des Moines Construction Office

No. 0857

P. 3

10/21/2011 10:15

ALTOONA SHOP

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Page 01

10/21/2011 10:15

Linda Anderson 10-25-11

Linda Anderson Date  
Office of Employee Services  
Department of Transportation

Frank Maher 10-27-11

Frank Maher Date  
Grievant

Mike Krohn 10-27-11

Mike Krohn Date  
District 1 Maintenance Manager  
Department of Transportation

Sean Passick 10-27-11

Sean Passick Date  
Steward

Teresa Salak 10-21-11

Teresa Salak Date  
Supervisor  
Department of Transportation

5

11-0261

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 Veterans Home, hereinafter the State, and UE Local 893 - Iowa United Professionals, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Dave Winjum, hereinafter the Grievant, IUP No. 11-002/IDAS No. 11-0261, that alleged a violation of Article IV, Section 11 (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was issued a one (1) day suspension on January 18, 2011 (with the suspension served on January 19, 2011).

The parties have agreed to the following:

1. On January 18, 2012, the one (1) day suspension will be reduced to a written reprimand and the Grievant will be reimbursed one (1) day of back pay and accruals, [REDACTED]
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:

Andrea Macy 8/3/11  
 Andrea Macy Date  
 Labor Relations Specialist  
 Department of Administrative Services  
 Human Resources Enterprise

Penny Cutler-Bermudez 8/3/11  
 Penny Cutler-Bermudez Date  
 Personnel Director  
 Iowa Veterans Home

FOR THE UNION:

Greg A. Cross 8/10/11  
 Greg Cross Date  
 International Representative  
 UE Local 893 - Iowa United Professionals

Dave Winjum 8/16/11  
 Dave Winjum Date  
 Grievant

RECEIVED

AUG 25 2011

IA DEPT. OF  
ADMINISTRATIVE SERVICES





# AFSCME COUNCIL 61 BA / JB GRIEVANCE FORM 11-0275

AFSCME LOCAL	525
CONTRACT	Master
GRIEVANCE NUMBER	115152
CLASSIFICATION	RN
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Det. Murray

NAME OF EMPLOYEE (GRIEVANT)	Jettrey Gustafson	SOC. SEC. NO. (processing delayed if not filled in)	[REDACTED]
HOME ADDRESS	[REDACTED]	CITY, STATE & ZIP	[REDACTED]
WORK LOCATION	Charvada Correctional Facility - Health Services		

### STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

ARTICLE	XI, IV	SECTION	1, 9
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE  
 On January 31, 2011 Jett Gustafson received written notice of a 10 day suspension [REDACTED]

ADJUSTMENT REQUIRED:  
 Have the [REDACTED] and be made whole in all matters

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARD'S SOC. SEC. NO. (processing delayed if not filled in)
[REDACTED]	2-10-11	[REDACTED]	[REDACTED]
(STEWARDS) HOME ADDRESS	CITY, STATE & ZIP	[REDACTED]	

### 1st STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[REDACTED]	2-11-11	

DISPOSITION OF GRIEVANCE

### 2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[REDACTED]	2-11-11	3/23/2011

DISPOSITION OF GRIEVANCE  
 Resolved by mutual agreement. The [REDACTED] will be removed from the discipline letter. This settlement is non-precedent. The grievance is withdrawn.  
 M. [REDACTED]

### 3rd STEP

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

DISPOSITION OF GRIEVANCE

MANAGEMENT'S COPY (Traveling Copy)

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

GRIEVANCE SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services-Human Resources Enterprise and Department of Human Services-Glenwood Resource Center, 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 Dawn Bozek, hereinafter Grievant, AFSCME No. 117812/DAS No. 11-0287 that alleged a violation of Article IV, Section 9 "Discipline and Discharge" of the 2009- 2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was terminated on February 4, 2011. Based on this situation, the parties agree to the following:

1. The grievant will be reinstated with no back pay provided the grievant first passes the required background check.
2. The grievant will be placed on [REDACTED] 90 days from the date of her reinstatement.
3. The grievant will be reinstated to a position on the 2<sup>nd</sup> shift. The specific position/work assignment and day off schedule will be at management's discretion.
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 this grievance. No promises for 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 claim in this grievance.
6. 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.

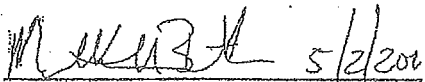
FOR THE STATE:



May 2, 2011

Beverly Abels (Date)  
Program Delivery Services Division  
Department of Administrative Services

FOR THE UNION:

 5/2/2011

Matthew Butler (Date)  
Staff Representative  
AFSCME Council 61

\_\_\_\_\_  
Glenwood Resource Center (Date)

\_\_\_\_\_  
Dawn Bozek (Date)  
Grievant

11-0290

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

GRIEVANCE SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services-Human Resources Enterprise and Department of Human Services-Glenwood Resource Center, 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 Becky Leeper, hereinafter Grievant, AFSCME No. 117909/IDAS No. 11-0290 that alleged a violation of Article IV, Section 9 "Discipline and Discharge" of the 2009- 2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was disciplined and given a pay reduction for two pay periods on February 11, 2011. Based on this situation, the parties agree to the following:

1. The discipline of the grievant is rescinded and will be removed from the grievant's file.
2. The grievant will be reimbursed for the pay reduction and [REDACTED]
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 this grievance. No promises for 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 claim in this grievance.
5. The terms of this Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or other proceeding in the future.

FOR THE STATE:

Beverly J. Abels  
 May 2, 2011  
 Beverly Abels (Date)  
 Program Delivery Services Division  
 Department of Administrative Services

FOR THE UNION:

Matthew Butler 5/2/2011  
 Matthew Butler (Date)  
 Staff Representative  
 AFSCME Council 61

---

Glenwood Resource Center (Date)

---

Becky Leeper (Date)  
 Grievant

11-0298

STATE OF IOWA  
AND  
UE LOCAL 893 - IOWA UNITED PROFESSIONALS

GRIEVANCE SETTLEMENT AGREEMENT

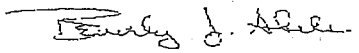
The State of Iowa, Department of Administrative Services-Human Resources Enterprise and Department of Human Services, hereinafter State, and the UE Local 930, Iowa United Professionals, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Christina Delperdang, hereinafter Grievant, UE/IUP No. 11-0008/IDAS No. 11-0298 that alleged a violation of Article IV, Section 11, *Discipline and Discharge*, of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was suspended for one day effective February 17, 2011, [REDACTED]. Based on this situation, the parties agree to the following:

1. The one day suspension will be removed from the grievant's file on January 17, 2013 provided the grievant is performing to expectations, and [REDACTED]
2. If the suspension is removed from the file, there will be no back pay reimbursement.
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 this grievance. No promises for 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 claim in this grievance.
5. The terms of this Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or other proceeding in the future.

FOR THE STATE:

FOR THE UNION:



May 10, 2011  
(Date)  
Beverly Abels  
Program Delivery Services Division  
Department of Administrative Services

\_\_\_\_\_  
Jack Lassiter (Date)  
UE Local 893  
Iowa United Professionals

\_\_\_\_\_  
Department of Human Resources (Date)

\_\_\_\_\_  
Christina Delperdang (Date)  
Grievant

8/8/2011  
Grievant resigned.  
See note

11-0306

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resource 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 Troy Fenton, hereinafter the Grievant, AFSCME No. 100595/DAS-HRE No. 11-0306, that alleged a violation of Article IV, Section (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a five (5) day unpaid suspension on February 18, 2011, (with suspension served February 12 through February 16, 2011), [redacted] and for an arrest on January 29, 2011, for failure to appear and failure to pay fines related to a DUI charge in Illinois; and a 10 day unpaid suspension and [redacted]

The parties have agreed to the following:

20 (sl)

1. The Grievant will schedule and submit to [redacted] through the [redacted] by 5 p.m. on May 14, 2011. [redacted] the Grievant will arrange for [redacted] within seven (7) calendar days of the date or [redacted] provide verification of such arrangement to ISP Human Resources. The Grievant will [redacted]

The Grievant will [redacted]  
The Grievant will [redacted]

2. [redacted] the State agrees to remove the five (5) day unpaid suspension and the subsequent 10 day unpaid suspension and final warning issued to the Grievant on May 2, 2011, from the Grievant's personnel file. The Grievant will not receive any reimbursement for lost wages, benefits, or leave time accruals.
3. Failure to abide by any of the conditions expressed herein, or failure to abide by the terms of the [redacted] and the Department of Corrections General Rules of Employee Conduct, may result in additional disciplinary action, up to and including termination.
4. In consideration of the foregoing, the Union will withdraw the above referenced grievance and agrees to forgo a grievance regarding the 10 day unpaid suspension.
5. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
6. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

Stephane L. Reynolds 5/25/11  
Stephane L. Reynolds Date  
Labor Relations Specialist  
DAS-HRE

Bill Sperfslage 5/17/11  
Bill Sperfslage Date  
Deputy Warden  
Iowa State Penitentiary

FOR THE UNION

Otto Groenewald 5-17-11  
Otto Groenewald Date  
Staff Representative  
AFSCME Iowa Council 61

Troy Fenton Date  
Troy Fenton Date  
Grievant

11-0317

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resource 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 Kent Bowden, hereinafter the Grievant, AFSCME No. 100601/DAS-HRE No. 11-0317, that alleged a violation of Article IV, Section (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a written reprimand on March 4, 2011 [REDACTED]

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 6/21/11  
Stephanie L. Reynolds Date  
Labor Relations Specialist  
DAS-HRE

Bill Sperflage 6/21/11  
Bill Sperflage Date  
Deputy Warden  
Iowa State Penitentiary

FOR THE UNION

Otto Groehwald 6/21/11  
Otto Groehwald Date  
Staff Representative  
AFSCME Iowa Council 61

Kent Bowden Date  
Grievant



# AFSCME COUNCIL 61 11-0320 GRIEVANCE FORM BA/1TB

AFSCME LOCAL	2991
CONTRACT	Master
GRIEVANCE NUMBER	105029
CLASSIFICATION	BA/1TB
HOME PHONE NUMBER	( )
IMMEDIATE SUPERVISOR	

NAME OF EMPLOYEE (GRIEVANT) <i>Tiffany Armstrong</i>	BOC. SEC. NO. (processing delayed if not filled in)
HOME ADDRESS [REDACTED]	CITY, STATE & ZIP [REDACTED]
WORK LOCATION <i>OHS-GR</i>	

STATEMENT OF GRIEVANCE	CONTRACT VIOLATION
<i>to D BA/1TB</i>	ARTICLE <i>IV</i> SECTION <i>IX</i>

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
*Grievant was terminated on 3-1-11 with out just cause in violation of above articles & sections & all other relevant articles & sections*

ADJUSTMENT REQUIRED:  
*Return to work  
make whole in all matters*

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

**1st STEP**

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

**2nd STEP**

MANAGEMENT REPRESENTATIVE'S SIGNATURE <i>[Signature]</i>	DATE RECEIVED <i>3-14-11</i>	DATE ANSWERED <i>4/12/2011</i>
DISPOSITION OF GRIEVANCE: <i>Resolved by mutual agreement. Grievant will be reinstated with no back pay. [REDACTED]</i>		

**3rd STEP**

MANAGEMENT REPRESENTATIVE'S SIGNATURE <i>[Signature]</i>	DATE RECEIVED	DATE ANSWERED
DISPOSITION OF GRIEVANCE: <i>[Signature]</i>		

MANAGEMENT'S COPY (Traveling Copy)

*copy from Matt 9/3/2011*



STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resources Enterprise, 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 Larry "Tony" Rincon, hereinafter the Grievant, AFSCME No. 112730/HAS No. 11-0359, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was given a five (5) day unpaid suspension on March 25, 2011.

The parties have agreed to the following:

1. The five (5) day unpaid suspension will be reduced to a three (3) day unpaid suspension and the Grievant shall be reimbursed 16 hours of compensatory time and all accruals upon execution of this agreement.
2. The three (3) day unpaid suspension will be reduced to a one (1) day unpaid suspension and the Grievant shall be reimbursed 16 hours of compensatory time and all accruals on March 25, 2013.
3. The one (1) day unpaid suspension shall remain part of the Grievant's permanent personnel file.
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. 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 11/14/11  
Stephanie L. Reynolds Date  
Labor Relations Specialist  
Department of Administrative Services  
Human Resources Enterprise

Lori Adams 10-3-11  
Lori Adams Date  
Division Administrator  
Iowa Workforce Development

FOR THE UNION:

Ty Cutkomp 11-8-11  
Ty Cutkomp Date  
Staff Representative  
AFSCME Iowa Council 61

Tony Rincon 10-11-2011  
Tony Rincon Date  
Grievant

RECEIVED

NOV 14 2011

IA DEPT. OF  
ADMINISTRATIVE SERVICES

11-0369

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

GRIEVANCE SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services-Human Resources Enterprise and Department of Human Services-Glenwood Resource Center, 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 Joseph Bremken, hereinafter Grievant, AFSCME No. 117806/DAS No. 11-0369 that alleged a violation of Article IV, Section 9, *Discipline and Discharge*, of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant terminated on April 8, 2011 [REDACTED]

Based on this situation, the parties agree to the following:

1. The grievant will be allowed to resign in lieu of discharge.
2. The grievant will not be barred from re-employment by the State of Iowa and may apply for consideration for positions open in the future.
3. 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 this grievance. No promises for 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 claim 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 grievance, arbitration, litigation or other proceeding in the future.

FOR THE STATE:

Beverly J. Abels

May 10, 2011

Beverly Abels  
Program Delivery Services Division  
Department of Administrative Services

FOR THE UNION:

Matthew Butler 5/17/2011

Matthew Butler (Date)  
Staff Representative  
AFSCME Council 61

\_\_\_\_\_  
Glenwood Resource Center (Date)

\_\_\_\_\_  
Joseph Bremken (Date)  
Grievant

11-0411

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 Lisa Shefford, hereinafter the Grievant, AFSCME No. 1006071DAS No. 11-0411, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was given a three (3) day paper suspension on April 15, 2011, [REDACTED]

The parties have agreed to the following:

1. The three (3) day paper suspension will be reduced to a one (1) day paper suspension and combined with one (1) day paper suspension issued to the Grievant on April 13, 2011, upon execution of this Settlement Agreement.
2. In consideration of the foregoing, the Union will withdraw the above referenced grievance and withdraw grievance number 100808 (AFSCME)/11-0377 (IDAS) from the July 14, 2011, GRIP docket.
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* 7/14/11  
Date  
Stephanie L. Reynolds  
Labor Relations Specialist  
Department of Administrative Services  
Human Resources Enterprise

FOR THE UNION:

*Otto Groeneveld* 7-13-11  
Date  
Otto Groeneveld  
Staff Representative  
AFSCME Iowa Council 61

*William Spertsjag* 7/13/11  
Date  
William Spertsjag  
Deputy Warden  
Iowa State Penitentiary

*Lisa Shefford* 7-13-11  
Date  
Lisa Shefford  
Grievant ← for

11-0414



# AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL 2971
CONTRACT Master
GRIEVANCE NUMBER 117835
CLASSIFICATION RTW
HOME PHONE NUMBER ( )
IMMEDIATE SUPERVISOR Karen Forney

NAME OF EMPLOYEE (GRIEVANT) Denise GIOVANNONI	SOC. SEC. NO. (processing delayed if not filled in) [Redacted]
HOME ADDRESS [Redacted]	CITY, STATE & ZIP [Redacted]
WORK LOCATION A-2 House 467 AM Shift	

## STATEMENT OF GRIEVANCE

CONTRACT VIOLATION All articles & sections that are relevant

ARTICLE 4	SECTION 9
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
 Grievant was given a one day suspension [Redacted]  
 [Redacted], Suspension was given on 4-26-11. [Redacted]  
 [Redacted]

ADJUSTMENT REQUIRED: Remove the one day suspension reduce to a written reprimand.

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE 5-6-11	UNION STEWARD'S SIGNATURE Vickie R. Stephens	STEWARDS, SOC. SEC. NO. (processing delayed if not filled in)
(STEWARD) HOME ADDRESS [Redacted]	CITY, STATE & ZIP [Redacted]	(STEWARD) PHONE NUMBER [Redacted]	

### 1st STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE [Signature]	DATE RECEIVED	DATE ANSWERED 6/2/11
--	---------------	-------------------------

DISPOSITION OF GRIEVANCE  
 The parties have agreed that the one day suspension dated 4-26-11 will be reduced to a written reprimand + employee will receive 1 day pay + benefits back. Written reprimand will remain in employee's file until 4-26-12.

### 2nd STEP

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

### 3rd STEP

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

DISPOSITION OF GRIEVANCE

11-0434

STATE OF IOWA  
AND  
AFSCME/IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services-Human Resources Enterprise; Department of Inspections and Appeals – State Public Defender’s Office – Des Moines, Iowa, 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 Julie Antenucci, hereinafter Grievant, AFSCME NO. 11883/DAS No. 11-0434 that alleges a violation of Article IV, Section 9 (Discipline and Discharge), and all other applicable Articles and Sections of the 2009-2011 Collective Bargaining agreement between the parties.

This settlement arose out of a situation in which the grievant was issued a written reprimand on April 18, 2011. As a result of this action the parties have agreed to the following:

1. The State agrees to remove the written reprimand from the Grievant’s personnel file on October 18, 2011.
2. The Grievant agrees to be reassigned to the Appellate Defender Office from the Special Defense Union effective Monday, May 23, 2011.
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 this grievance. No promises for any other or future considerations 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 claim 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

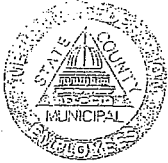
FOR THE UNION

*Suzanne L. Brott*  
 05-18-11  
 Suzanne L. Brott Date  
 Labor Relations Specialist  
 DAS-HRE

*Greg Lewis* 5-18-2011  
 Greg Lewis Date  
 Staff Representative  
 AFSCME/Iowa Council 61

*Samuel Langholz* 5/18/11  
 Samuel Langholz Date  
 State Public Defender  
 Dept. of Inspections and Appeals

*Julie Antenucci*  
 Julie Antenucci Date  
 Grievant



# AFSCME COUNCIL 61 GRIEVANCE FORM

11-04-11

AFSCME LOCAL	525
CONTRACT	Master
GRIEVANCE NUMBER	115157
CLASSIFICATION	C/O
HOME PHONE NUMBER	( )
IMMEDIATE SUPERVISOR	Bill Carroll / Barry

NAME OF EMPLOYEE (GRIEVANT) Brianna Key	SOC. SEC. NO. (processing delayed if not filled in)
HOME ADDRESS	CITY, STATE & ZIP
WORK LOCATION CCF / IDOC	IMMEDIATE SUPERVISOR

## STATEMENT OF GRIEVANCE

CONTRACT VIOLATION: *All that apply*

ARTICLE IV	SECTION IV
---------------	---------------

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
 On 3/15/11 C/O Key received a written reprimand [redacted]  
 [redacted]  
 [redacted]

ADJUSTMENT REQUIRED:  
 Request CCF follow progressive discipline / reduce written reprimand to be made whole in all matters.

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE 3/25/11	UNION STEWARD'S SIGNATURE Matt Butler	STEWARDS SOC. SEC. NO. (for processing delayed if not filled in)
(STEWARD) HOME ADDRESS	CITY, STATE & ZIP	(STEWARD) HOME PHONE NUMBER	

### 1st STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE Jim Payne	DATE RECEIVED 3-29-11	DATE ANSWERED 4-8-11
--	--------------------------	-------------------------

DISPOSITION OF GRIEVANCE:  
 Based upon the investigation by Captain Don Carroll the corrective action taken is appropriate. Grievance is denied.  
 Jim Payne

### 2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE [Signature]	DATE RECEIVED 5/11/2011	DATE ANSWERED 5/11/2011
--	----------------------------	----------------------------

DISPOSITION OF GRIEVANCE:  
 Resolved by mutual agreement. The reprimand will be removed from the grievant's file 6 months from today or Nov. 11, 2011. This settlement is non precedent. The grievance is withdrawn.

### 3rd STEP

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

DISPOSITION OF GRIEVANCE



# AFSCME COUNCIL 61 GRIEVANCE FORM

11-0468  
050555  
SB/JF

AFSCME LOCAL	0451
CONTRACT	Master
GRIEVANCE NUMBER	116548
CLASSIFICATION	Security
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	[REDACTED]

NAME OF EMPLOYEE (GRIEVANT) Mary Gobel	SOC. SEC. NO. (processing delayed if not filled in)	CLASSIFICATION
HOME ADDRESS [REDACTED]	CITY, STATE, & ZIP [REDACTED]	HOME PHONE NUMBER [REDACTED]
WORK LOCATION JIC - ICD		IMMEDIATE SUPERVISOR

### STATEMENT OF GRIEVANCE

### CONTRACT VIOLATION

+ All other pertinent Articles & Sections

ARTICLE	TR
SECTION	9

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:

Gobel was given a written reprimand on 05-19-11. Gobel has no prior disciplinary history to include coach councils. Progressive discipline was not used. Written should be removed or reduced to CSC

ADJUSTMENT REQUIRED:  
Remove written from record and/or reduce to coach council (1st step in progressive discipline.)

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

### 1st STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE Gabe Gobel 5-29-11	DATE RECEIVED 5-29-11	DATE ANSWERED 5-31-11
---	--------------------------	--------------------------

DISPOSITION OF GRIEVANCE  
Denied. There is no violation of Contract Management rights.  
[REDACTED]

### 2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE Suzanne L. Drott	DATE RECEIVED 8-9-11	DATE ANSWERED 8-16-11
---	-------------------------	--------------------------

DISPOSITION OF GRIEVANCE  
The State will remove the written reprimand from the Stewards personnel file on November 19 2011 if there are no further incidents of like nature. [REDACTED]

### 3rd STEP

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

DISPOSITION OF GRIEVANCE

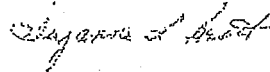
STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services-Human Resources Enterprise, and the Iowa Workforce Development Department, 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 Michelle Bailey, hereinafter Grievant, AFSCME No. 101803/DAS-HRE No. 11-0482, that alleges a violation of Article IV, Section 9 (*Discipline and Discharge*) of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which Management issued the Grievant a one (1) day suspension without pay on June 6, 2011. As a result of the situation the parties have agreed to the following:

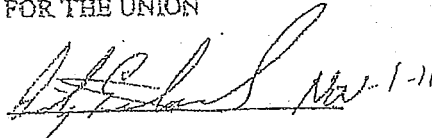
1. The State agrees to reduce the one day suspension without pay to a written reprimand. The written reprimand will be removed from the Grievant's personnel file on October 27, 2012.
2. The Grievant will be reimbursed one day's pay and any missed accruals at the rate she was earning on June 6, 2011.
3. In consideration of the foregoing, the Union will withdraw the above grievance.
4. This Agreement is a good faith settlement of all issues arising from the facts alleged in this grievance. No promises for 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 claim in this grievance.
5. The terms of this Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or other proceeding in the future.

FOR THE STATE

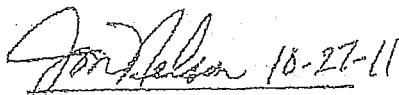


Suzanne Brott                      10-24-11  
Labor Relations Specialist              Date  
DAS-HRE

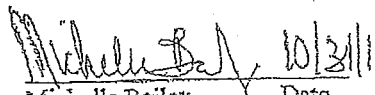
FOR THE UNION



Rick Elander                      Date  
Staff Representative  
AFSCME Iowa Council 61



Jon Nelson                      10-27-11  
Human Resources Director              Date  
IWD



Michelle Bailey                      10/31/11  
Grievant                      Date



19



# AFSCME COUNCIL 61 GRIEVANCE FORM

11-0571

AFSCME LOCAL	251
CONTRACT	Mester
GRIEVANCE NUMBER	117848
CLASSIFICATION	RTW/CMA
IMMEDIATE SUPERVISOR	Chris Walters

NAME OF EMPLOYEE (GRIEVANT)	Thomas Jensen	SOC. SEC. NO. (processing delayed if not filled in)	
HOME ADDRESS	[REDACTED]	CITY, STATE & ZIP	[REDACTED]
WORK LOCATION	Area 3 house 133		

## STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

ARTICLE	11	SECTION	IX
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
Grievant was discharged from employment on 6-20-11, without just cause in article 11 section IX. Any other articles or sections relevant.

ADJUSTMENT REQUIRED:  
To make grievant whole.

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
[REDACTED]	6-25-11	[REDACTED]	[REDACTED]
STEWARD HOME ADDRESS		CITY, STATE & ZIP	STEWARD HOME PHONE NUMBER
[REDACTED]		[REDACTED]	[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		

### 3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[REDACTED]	9/20/11	9/20/11
DISPOSITION OF GRIEVANCE		
Resolved by Mutual agreement. The grievant will be reinstated without back pay or benefits and will be placed on [REDACTED] withdrawn. This agreement is non-procedural. Grievant is		

ABD

STATE OF IOWA  
AND  
AFSCME/IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

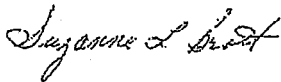
The State of Iowa, Department of Administrative Services, Human Resource Enterprise; Department of Commerce-Alcoholic Beverages Division, hereinafter State, and the American Federation of State, County and Municipal Employees, hereinafter Union, enter into the following agreement in full and final resolution of the grievance filed by Craig Stafford, hereinafter Grievant, AFSCME No. 99654/DAS-HRE No. 11-0273 that alleges a violation of Article IV, Section 9, (Discipline and Discharge) and all others that apply of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a five day suspension without pay on February 8, 2011. As a result of this situation the parties have agreed to the following:

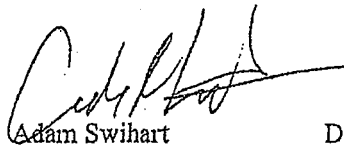
1. The State agrees to reduce the 5 day suspension without pay to a one day suspension without pay. The Grievant will be reimbursed all lost pay except for 8 hours and any lost benefits at the rate the Grievant was earning at the time of the suspension.
2. The State agrees to reduce the one day suspension to a written reprimand on April 29, 2012 [REDACTED] The State agrees to reimburse the Grievant for 8 hours of pay and any missed accruals at the rate he was earning at the time of the original suspension. (February 8, 2011).
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 cause of action addressed and arising from the Grievant's claim 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 proceeding in the future.

FOR THE STATE

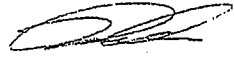
FOR THE UNION



Suzanne L. Brott      05-04-11  
Labor Relations Specialist  
DAS-HRE



Adam Swihart      Date  
Staff Representative  
AFSCME



Rick Swizdor      05-04-2011  
Chief Deputy Administrator  
Alcoholic Beverages Division

---

Craig Stafford      Date  
Grievant

## *SETTLEMENT AGREEMENT AND RELEASE*

This Settlement Agreement and Release is dated March 18, 2011, between the State of Iowa, Department of Administrative Services (State of Iowa) and Michael E. Frost.

There is currently pending before the Iowa Public Employment Relations Board the following cases involving the State of Iowa and Michael Frost: 07-MA-03; 07-MA-05; 08-MA-01; 08-MA-02; 08-MA-06; 08-MA-08; 08-MA-12; 08-MA-16; 09-MA-02 (collectively referred to as "the Pending Cases").

The State of Iowa and Frost have agreed to settle all claims that may exist between them.

The parties therefore agree as follows.

1. The State of Iowa agrees to pay Frost a lump sum of \$34,388.77 payment upon dismissal, with applicable deductions and withholding.
2. In addition to the payment identified in paragraph 1, the State of Iowa will remove the following documents from his personnel file:
  - a. the termination letter;
  - b. the 5-day disciplinary suspension;
  - c. the 3-day disciplinary suspension;
  - d. the 1-day disciplinary suspension;
  - e. the written reprimand;
  - f. the August 17, 2005, performance expectation memorandum;  
and
  - g. all performance evaluations conducted after January 1, 2006.
3. In addition to the payment identified in paragraph 1, the State of Iowa will extend Frost's eligibility for health and dental insurance under COBRA until

December 31, 2012. Frost remains solely responsible for paying any health and dental insurance premiums.

4. In consideration of the foregoing and of the agreements contained in this Agreement, and except as otherwise specifically provided in this Agreement, Frost irrevocably and unconditionally releases, acquits, and forever discharges the State of Iowa and all of their 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 may ever claim to have that relate to or arise out of Frost's recruitment, hiring, employment, or termination from employment with the State of Iowa from the beginning of time to the date of this Agreement, including but not limited to:

- a. All claims arising out of his employment with the State of Iowa;
- b. All claims for age, race, creed, color, sex, national origin, religion, or disability discrimination; and
- c. All claims made, or which could have been made, in the Pending Cases.

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

5. In further consideration, Frost agrees never to apply for or accept employment with any State of Iowa entity even though he is eligible to be re-employed by the State of Iowa as part of this settlement.

6. In further consideration, Frost agrees never to sue the State of Iowa or all its 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.

7. In further consideration, Frost agrees to dismiss with prejudice the Pending Cases upon execution of this Agreement.

8. Frost agrees that all requests for information from potential future employers must be in writing and addressed to the Director, Iowa Department of

Administrative Services. The parties agree that the department will respond in writing to all such inquiries as follows:

Michael Frost worked for the Iowa Department of Administrative Services and its predecessor, Iowa Department of Personnel, as a personnel officer from February 21, 1995, until August 26, 2008.

9. Despite anything in this Agreement to the contrary, nothing in paragraph 3, 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.

**10. Acknowledgment of reading and understanding consultation with counsel.** Frost, 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. Frost further acknowledges that the State of Iowa has advised him to consult with counsel before signing this Agreement, and Frost acknowledges that he has consulted with or had the opportunity to consult with legal counsel.

11. This Agreement identifies all the consideration that Frost will receive from the State of Iowa. Frost expressly acknowledges no other party or others acting on their behalf has made any promise for any additional consideration.

12. All parties deny any wrongdoing and liability to the other. The State of Iowa is 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. Frost agrees that the State of Iowa's payment and the other actions it has taken 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.

13. 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. Frost agrees that he will use his best efforts not to discuss this settlement or the facts and circumstances giving rise to this dispute with anyone. If Frost is

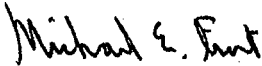
asked about the settlement or the facts and circumstances giving rise to this dispute, he will say that the parties amicably resolved this dispute.

14. 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.

15. 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.

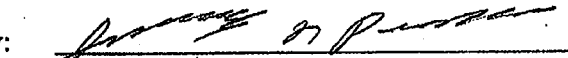
16. If any term of this Agreement is for any reason invalid or unenforceable, the rest of the Agreement remains fully valid and enforceable.



Michael E. Frost

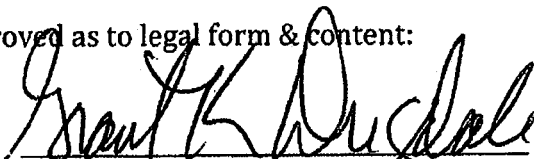
STATE OF IOWA

By:

  
Jeff Panknen  
Chief Operating Officer  
Human Resources Enterprise  
Department of Administrative Services

Approved as to legal form & content:

By:

  
Grant K. Dugdale  
Assistant Attorney General

Attorney for the State of Iowa

STATE OF IOWA  
AND  
AFSCME/IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

Hebl-  
Allowed to  
Resign.

11-0012

The State of Iowa, Department of Administrative Services, Human Resource Enterprise and the Department of Corrections- Iowa Medical and Classification Center (DOC-IMCC), 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 Aaron Hebl, hereinafter Grievant, AFSCME No. 100491/IDAS No. 11-0012 that alleges violations of Article IV, Section 9 (Discipline and Discharge) of the 2009-11 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 July 13, 2010. Based on this situation, the parties agree to the following:

1. The Parties agree that the State will permit the Grievant to resign from his employment. The termination letter shall be removed from the Grievant's personnel file and replaced with this settlement agreement. The parties further agree that this Agreement constitutes a letter of resignation effective July 13, 2010. The Grievant will not be eligible for, nor will he apply for employment with the 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. 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 26 Day of January 2011.

FOR THE STATE:

*Karen Kienast 4/19/11*

Karen Kienast  
Program Delivery Services Div.  
Department of Admin. Services

FOR THE UNION:

*Earlene Anderson 1-26-11*

Earlene Anderson  
Staff Representative  
AFSCME Council 61

*Daniel Craig 2-2-11*

Daniel Craig  
Warden- IMCC  
Iowa Department of Corrections

*Aaron Hebi 1-29-11*

Aaron Hebi  
Grievant

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

11-0048

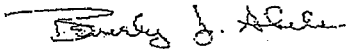
GRIEVANCE SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services-Human Resources Enterprise and Department of Human Services-Glenwood Resource Center, 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 Andrea Thacker, hereinafter Grievant, AFSCME No. 103333/IDAS No. 11-0048 that alleged a violation of Article IV, Section 9 "Discipline and Discharge" of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was given a one day suspension on July 26, 2010. Based on this situation, the parties agree to the following:

1. The suspension will be reduced to a written reprimand and the grievant will receive back pay and benefits for one day.
2. The written reprimand will remain in the grievant's file until July 26, 2011.
3. If at any time prior to July 26, 2011, the grievant again violates the work rules referenced in the original suspension letter, the grievant will receive a three suspension.
4. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
6. This Agreement is a good faith settlement of all issues arising from the facts alleged in this grievance. No promises for 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 claim in this grievance.
7. 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.

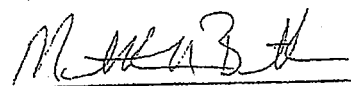
FOR THE STATE:



September 14, 2010

Beverly Abels (Date)  
Program Delivery Services Division  
Department of Administrative Services

FOR THE UNION:

 11/16/2011

Matthew Butler (Date)  
Staff Representative  
AFSCME Council 61

Glenwood Resource Center (Date)

Andrea Thacker (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 Human Services – Woodward Resource Center, 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 Jenice Barton, hereinafter Grievant, AFSCME No. 101449/DAS-HRE No. 11-0052, that alleges a violation of Article IV, Section 9 (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a one day paper suspension on July 23, 2010. As a result of the three (3) day suspension without pay, the parties have agreed to the following:

1. The State agrees to remove the one day paper suspension from the Grievant's personnel file on July 23, 2011 if there are no further incidents of like nature. As the grievant did not lose any pay or accruals there will be no back pay or accrual adjustment.
2. In consideration of the foregoing, the Union will withdraw the above grievance.
3. This agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises for any other or future considerations 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 claim 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, arbitrations, litigation, or other proceedings in the future.

FOR THE STATE

*Suzanne L. Brott*

01-24-11  
Suzanne L. Brott Date  
Labor Relations Specialist  
DAS-HRE

*Marsha Edgington Bott* 1-24-11  
Marsha Edgington-Bott Date  
Superintendent  
Woodward Resource Center

FOR THE UNION

*Greg Lewis* 1-24-11  
Greg Lewis Date  
Staff Representative  
AFSCME

*Dan Johnson* 1/24/11  
Dan Johnson Date

*Jenice Barton* 1-25-11  
Jenice Barton Date  
Grievant

*Kathy Butler* 1/24/11  
Kathy Butler DATE

STATE OF IOWA  
AND  
UE LOCAL 893 - IOWA UNITED PROFESSIONALS

11-0055

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and Department of Human Services, Child Support Recovery Unit (CSRU) located in Clinton, Iowa, hereinafter the State, and UE Local 893 - Iowa United Professionals, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Rosann Raymond, hereinafter Grievant, IUP No. 10-034/IDAS No. 11-0055, that alleged a violation of Article VIII, Section 5 (Meal Periods), Article VIII, Section 6 (Rest Periods), and Article XI, Section 1 (Work Rules) of the 2009-2011 Collective Bargaining Agreement between the parties.

The parties have agreed to the following:

1. The State will follow current contract language with respect to meal periods.
2. Meal periods may not be taken within the first or last half hour of the assigned shift as a way to shorten the scheduled work day, unless otherwise approved by Management.
3. Management in the Clinton office would prefer CSRU employees to utilize their meal periods between the hours of 11:00am and 1:30pm.
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. 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:

Andrea Macy 3/30/11  
Andrea Macy Date  
Labor Relations Specialist  
Department of Administrative Services  
Human Resources Enterprise

Michael Hansen 3-31-11  
Michael Hansen Date  
Field Organizer  
UE Local 893 - Iowa United Professionals

Sarah Hartlep 03-30-11  
Sarah Hartlep Date  
Regional Collections Administrator  
Department of Human Services  
CSRU (Clinton, Iowa)

Rosann Raymond 4/1/11  
Rosann Raymond Date  
Grievant

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

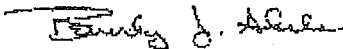
GRIEVANCE SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services-Human Resources Enterprise and Department of Corrections-Newton Correctional Facility, 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 grievances filed by Brian Terry, hereinafter Grievant, AFSCME No. 100926/IDAS No. 11-0284 and AFSCME No. 10965/IDAS11-0067 that alleged violations of Article IV, Section 9 "Discipline and Discharge" of the 2009 - 2011 Collective Bargaining Agreement between the parties.

This settlement arose out of the situations in which the Grievant received a three day suspension on August 8, 2010 and was terminated on February 15, 2011. Based on these situations, the parties agree to the following:

1. The grievant will be allowed to resign in lieu of the termination.
2. The three day disciplinary suspension will be removed from the grievant's file. The grievant will receive no back pay.
3. The grievant will not be employed by any office or facility of the Department of Corrections at any time in the future.
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 this grievance. No promises for 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 claim in this grievance.
6. 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.

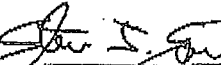
FOR THE STATE:



July 20, 2011  
Beverly Abels (Date)  
Program Delivery Services Division  
Department of Administrative Services

FOR THE UNION:

Adam Swihart (Date)  
Staff Representative  
AFSCME Council 61

 7-20-2011  
Steve Squires (Date)  
Personnel Director  
Newton Correctional Facility

Brian Terry (Date)  
Grievant

AFSCME Iowa Council 61

STATE OF IOWA  
AND  
AFSCME/IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

MAY 1 2011  
AFSCME Iowa Council 61  
MAY 16 2011

The State of Iowa, Department of Administrative Services, Human Resource Enterprise; Department of Transportation-Motor Vehicle Division-Ankeny Drivers License Station, 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 grievances filed by Lisa Simmons, hereinafter Grievant, AFSCME No. 113441/DAS No. 11-0085 that alleges a violation of Article IV, Section 9 (Discipline and Discharge) and Article IX, Section 10 (Sick Leave) of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was required to take leave without pay for a portion of the work day on August 10, 2010. As a result of these actions the parties have agreed to the following:

1. The State agrees to allow the Grievant to utilize sick leave to cover her time off for the care of and necessary attention of ill or injured members of her immediate family.
2. The Grievant's sick leave account will be reduced by the number of hours of unpaid leave and she will be paid those hours at the rate she was earning on August 10, 2010.
3. Management will coach and counsel the Grievant on how to handle sick leave requests when she does not know how long she will be away from work.
4. In consideration of the foregoing, the Union will withdraw the above referenced grievances.
5. 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 cause of action addressed and arising from the Grievants' claims in these grievances.
6. The terms of this Agreement are considered by the parties to pertain only to the specific facts involved to these matters. Neither party shall rely on this Agreement or cite the same as precedent in any grievance, arbitration litigations or other proceeding in the future.

FOR THE STATE

*Suzanne L. Brott*  
Suzanne L. Brott 04-27-11  
Labor Relations Specialist  
Dept. of Administrative Services/HRE

FOR THE UNION

*Greg Lewis 5-2-2011*  
Greg Lewis Date  
Staff Representative  
AFSCME Council 61

*Dana McKenna 4-28-2011*  
Dana McKenna Date  
Employment Relations Officer  
IA. Dept. of Transportation

*Shane E. Shook*  
Shane Shook Date  
Steward

*Quinta Miller*

Quinta Miller      4-28-2011  
Manager              Date  
Motor Vehicle Division

*Lisa Simmons*

Lisa Simmons                            
Grievant              Date



# AFSCME COUNCIL 61 GRIEVANCE FORM

BA/SA  
11-0123

AFSCME LOCAL 3450
CONTRACT 09-11 Master
GRIEVANCE NUMBER 113444

NAME OF EMPLOYEE (GRIEVANT) Max Christensen	SOC. SEC. NO. (recession delayed if not filled in)	CLASSIFICATION S01
HOME ADDRESS [REDACTED]	[REDACTED]	[REDACTED]
WORK LOCATION Department of Education / Grimes Bldg / 2nd floor	IMMEDIATE SUPERVISOR Jim Addy	

## STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

ARTICLE 4	SECTION 9
--------------	--------------

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
 on 10/08/2010 The grievant was given an alternative discipline which carries the weight of a 10 day suspension. We find this in violation of the above listed articles & sections & any others that may apply.

ADJUSTMENT REQUIRED:  
 To be made whole

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE 10/8/10	UNION STEWARD'S SIGNATURE [Signature]	STEWARDS SOC. SEC. NO. (recession delayed if not filled in)
(STEWARDS) HOME ADDRESS [REDACTED]	[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 [Signature]	DATE RECEIVED 10-3-10	DATE ANSWERED 2/18/2011
----------	--	--------------------------	----------------------------

DISPOSITION OF GRIEVANCE  
 Resolved by mutual agreement. The discipline letter will be rewritten to remove the phrase "or any other violations of work rules or policies". This settlement is non-precedent. The grievance is withdrawn.

3rd STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE [Signature]	DATE RECEIVED 2/18/11	DATE ANSWERED
----------	--	--------------------------	---------------

DISPOSITION OF GRIEVANCE  
 [Signature] 2/18/11  
 Max Christensen 2/18/11



11-0137

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

GRIEVANCE SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services-Human Resources Enterprise and Department of Human Services-Glenwood Resource Center, 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 Clarence Dean Dyke, hereinafter Grievant, AFSCME No. 103335/IDAS No. 11-0137 that alleged a violation of Article IV, Section 9 "Discipline and Discharge" of the 2009- 2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was given a one day suspension on October 26, 2010. Based on this situation, the parties agree to the following:

1. The suspension will be reduced to a written reprimand and the grievant will receive back pay and benefits for one day.
2. The written reprimand will remain in the grievant's file for one year from the date of this settlement.
3. If in the future, the grievant violates any DHS or GRC work rules or policies, and management can show just cause for discipline, the grievant will be subject to additional discipline, recognizing and considering progressive discipline where applicable.
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 this grievance. No promises for 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 claim in this grievance.
6. 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.

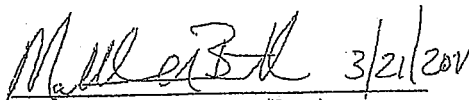
FOR THE STATE:



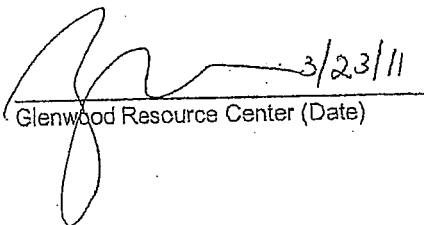
March 7, 2011

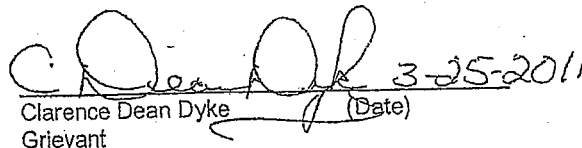
Beverly Abels  
(Date)  
Program Delivery Services Division  
Department of Administrative Services

FOR THE UNION:

 3/21/2011

Matthew Butler  
(Date)  
Staff Representative  
AFSCME Council 61

 3/23/11  
Glenwood Resource Center (Date)

 3-25-2011  
Clarence Dean Dyke  
(Date)  
Grievant

Reimbursed  
3/18/11 AP

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

11-0142

The State of Iowa, Department of Administrative Services-Human Resources Enterprise, and Department of Human Services - Woodward Resource Center, 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 Michelle Wonderlich, hereinafter Grievant, AFSCME No. 101458/DAS-HRE No. 11-0142, that alleges a violation of Article IV, Section 9 (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a one day suspension without pay on October 13, 2010. As a result of the one (1) day suspension without pay, the parties have agreed to the following:

1. The State agrees to remove the one day suspension without pay from the Grievant's personnel file effectively immediately. The Grievant will not be reimbursed any lost wages or accruals.
2. In consideration of the foregoing, the Union will withdraw the above grievance.
3. This agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises for any other or future considerations 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 claim 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, arbitrations, litigation, or other proceedings in the future.

FOR THE STATE

FOR THE UNION

*Suzanne L. Brott*

*Greg A Lewis 4/26/2011*  
Greg Lewis Date  
Staff Representative  
AFSCME

03-29-11  
Suzanne L. Brott Date  
Labor Relations Specialist  
DAS-HRE

*Marsha Edgington - Bott*  
Marsha Edgington-Bott Date  
Superintendent  
Woodward Resource Center

*Dan Johnson 3-29-11*  
Dan Johnson Date  
Local AFSCME President

*Tracey Riley*  
Tracey Riley Date  
TPM  
Woodward Resource Center

*Michelle Wonderlich 4/20/11*  
Michelle Wonderlich Date  
Grievant



# AFSCME COUNCIL 61 GRIEVANCE FORM

SB/EJ  
11-0163

AFSCME LOCAL 2985
CONTRACT Master
GRIEVANCE NUMBER 98582
CLASSIFICATION House Keeping
HOME PHONE NUMBER ( )
IMMEDIATE SUPERVISOR Paul Waldschmidt

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

## STATEMENT OF GRIEVANCE

CONTRACT VIOLATION ARTICLE IV and all others that apply	SECTION 2 and all others that apply
--	-------------------------------------

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
On Nov. 10, 2010 Bernadett was terminated without just cause

ADJUSTMENT REQUIRED:  
Return Employee to work, Pay all last wages and benefits. Expunge discipline from record Make grievant whole

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE 11-15-10	UNION STEWARD'S SIGNATURE Roth Cole	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
(STEWARD) HOME ADDRESS	CITY, STATE & ZIP	(STEWARD) HOME PHONE NUMBER	

1st STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
----------	---------------------------------------	---------------	---------------

DISPOSITION OF GRIEVANCE:

2nd STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED 11-15-10	DATE ANSWERED
----------	---------------------------------------	---------------------------	---------------

DISPOSITION OF GRIEVANCE:  
SALT 11/25/11  
Bernadett Hamary 1/25/11

MANAGEMENT REPRESENTATIVE'S SIGNATURE Evelyn Anderson	DATE RECEIVED 1/25/11	DATE ANSWERED
--	--------------------------	---------------

DISPOSITION OF GRIEVANCE:  
The termination will be rescinded and replaced with this as a letter of resignation effective November 10, 2010.  
The grievance is withdrawn from the grievance process.

MANAGEMENT'S COPY (Traveling Copy)



# AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL	2985
CONTRACT	Master
GRIEVANCE NUMBER	98583
CLASSIFICATION	PPE 4
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Brian Brennan

55/E  
11-0171

NAME OF EMPLOYEE (GRIEVANT)	Andrew Seydel
HOME ADDRESS	[REDACTED]
WORK LOCATION	J.M.C.C.
SOC. SEC. NO. (increasing delayed if not filled in)	[REDACTED]
CITY, STATE & ZIP	[REDACTED]

CLASSIFICATION	PPE 4
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Brian Brennan

## STATEMENT OF GRIEVANCE

CONTRACT VIOLATION	ARTICLE IV and all others that apply	SECTION 9 and all others that apply
--------------------	--------------------------------------	-------------------------------------

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
Andrew Received a written reprimand without just cause on 11-5-10

ADJUSTMENT REQUIRED:  
Expunge discipline from files. Make grievant whole

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
[REDACTED]	11-15-10	[Signature]	[REDACTED]
(STEWARD) HOME ADDRESS	CITY, STATE & ZIP	(STEWARD) HOME PHONE NUMBER	[REDACTED]

### 1st STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
Brian Brennan	11-15-2010	11-19-2010

DISPOSITION OF GRIEVANCE:  
DENIED, NO CONTRACT VIOLATION.

### 2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[Signature]	11-19-10	3/10/11

DISPOSITION OF GRIEVANCE:  
Management agrees to remove the written reprimand on May 31, 2010 if there are no further incidents of like nature. The settlement is non-precedent setting. Union withdraws the grievance from the grievance process.

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
Brian Brennan	3/10/11	

DISPOSITION OF GRIEVANCE:  
[Signature] 3/10/11

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 Iowa Veterans Homes, 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 Lea Ann Hitchings, hereinafter the Grievant, AFSCME No. 114781/DAS No. 11-0174, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2000-2011 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was issued a one (1) day suspension on November 18, 2010 (with the suspension served on November 17, 2010).

The parties have agreed to the following:

1. If the Grievant has received no further disciplinary action, the one (1) day suspension will be removed from the Grievant's personnel file on November 18, 2011.
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:

Andrea Macy 12/29/10  
 Andrea Macy Date  
 Labor Relations Specialist  
 Department of Administrative Services  
 Human Resources Enterprise

Greg A Lewis 1-28-11  
 Greg Lewis Date  
 Staff Representative  
 AFSCME Iowa Council 61

Margie Burton 12/29/10  
 Margie Burton Date  
 Nurse Supervisor 2  
 Iowa Veterans Home

Lea Ann Hitchings 1/28/11  
 Lea Ann Hitchings Date  
 Grievant

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

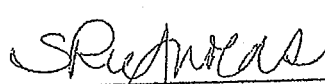
The State of Iowa, Department of Administrative Services, Human Resource Enterprise, and Department of Corrections, Mt. Pleasant Correctional Facility, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by **Derek Kirchner**, hereinafter the Grievant, **AFSCME No. 87817 DAS/HRE Nos. 11-0184**, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was given a 10-day suspension without pay on November 19, 2010 with the suspension served on November 27 through November 30, December 3 through 7, and December 10, 2010.

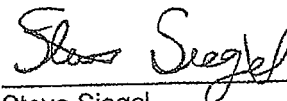
The parties have agreed to the following:

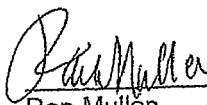
1. The 10-day suspension without pay will be reduced to a written warning and the Grievant will be reimbursed for 10 days of back pay and accruals at the same rate he was earning at the time of the suspension, upon execution of this Agreement.
2. In consideration of the foregoing, the Union will withdraw 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

 2/18/11  
Stephanie L. Reynolds      Date  
Labor Relations Specialist  
DAS-HRE

FOR THE UNION

 2-18-11  
Steve Siegel      Date  
Staff Representative  
AFSCME Iowa Council 61

 2/18/11  
Ron Mullen      Date  
Superintendent  
Mt. Pleasant Correctional Facility

 2/18/11  
Derek Kirchner      Date  
Grievant

1. Employee  
Sara - Payroll

STATE OF IOWA  
AND  
AFSCME/IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

11-0189

The State of Iowa, Department of Administrative Services-Human Resources Enterprise; Department of Transportation – Highway Division – Office of Bridge Design, 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 Dennis Walker, hereinafter Grievant, AFSCME NO. 108729/DAS No. 11-0189 that alleges a violation of Article IV, Section 9 (Discipline and Discharge) of the 2009-2011 Collective Bargaining agreement between the parties.

This settlement arose out of a situation in which the grievant was terminated on December 1, 2010. As a result of this action the parties have agreed to the following:

1. The State agrees that the termination will be rescinded and this settlement will serve as a letter of resignation effective December 1, 2010 in the Grievant's personnel file.
2. The State agrees Management will not contest any decisions of the unemployment hearing officer.
3. This Agreement is a good faith settlement of all issues arising from the facts alleged in this grievance. No promises for any other or future considerations 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 claim 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

*Suzanne L. Brott*

04-27-11

Suzanne L. Brott Date  
Labor Relations Specialist  
DAS-HRE

FOR THE UNION

*Adam Swihart* 4-28-11

Adam Swihart Date  
Staff Representative  
AFSCME/Iowa Council 61

*Linda Anderson* 4-27-11

Linda Anderson Date  
Office of Employee Services  
Dept. of Transportation

Dennis Walker Date  
Grievant

*Gary Novey* 4/28/11

Gary Novey Date  
Office of Road Design Bridges & Structure  
Department of Transportation

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resource Enterprise, 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 Ray Bolander, hereinafter Grievant, AFSCME No. 113804/DAS-HRE No. 11-0194, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2009-2011 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 1, 2010, with the suspension served on December 3, 2010.

The parties have agreed to the following:

1. The one (1) day suspension without pay will be reduced to a written reprimand and the Grievant will be reimbursed for one (1) day of back pay and accruals at the same rate he was earning at the time of the suspension, 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 2/5/11  
Stephanie L. Reynolds Date  
Labor Relations Specialist  
DAS-HRE

FOR THE UNION

Steve Siegel 2-8-11  
Steve Siegel Date  
Staff Representative  
AFSCME Iowa Council 61

Ron Mullen 2/3/11  
Ron Mullen Date  
Superintendent  
Mt. Pleasant Correctional Facility

Ray W. Bolander 2-8-11  
Ray Bolander Date  
Grievant



11-0199

RECEIVED  
2011 MAY -2 PM 3:45  
PUBLIC EMPLOYMENT  
RELATIONS BOARD

PERB CASE NO. 11-MA-04

STATE OF IOWA (DOC)

And

PAUL A. RODE

GRIEVANCE SETTLEMENT AGREEMENT

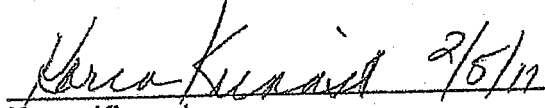
The State of Iowa (State) and Paul A. Rode (Grievant) enter into the following agreement in full and final resolution of Grievant's state employee merit appeal filed with the Public Employment Relations Board, Case No. 11-MA-04:

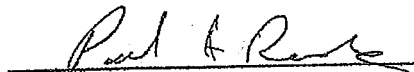
1. Effective May 27, 2011, Paul Rode will be reclassified to a Correctional Treatment Director at ICIV.
2. The letter of reassignment, by memorandum dated December 3, 2010, will be removed from Grievant's personnel file.
3. In consideration of the above, Paul Rode agrees to withdraw his appeal with the Public Employment Relations Board.

DATED this 2nd day of May 2011.

FOR THE STATE:

GRIEVANT:

  
 Karen Kienast  
 Program Delivery Services Division  
 Department of Administrative Services-HRE

  
 Paul A. Rode



# AFSCME COUNCIL 61 GRIEVANCE FORM

*Rec'd  
12/14/10  
pp.*

AFSCME LOCAL
CONTRACT <i>2989</i>
GRIEVANCE NUMBER <i>100539</i>
CLASSIFICATION
HOME PHONE NUMBER
IMMEDIATE SUPERVISOR <i>Chris Tripp</i>

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

STATEMENT OF GRIEVANCE *11-0210*

CONTRACT VIOLATION	
ARTICLE <i>4</i>	SECTION <i>9</i>

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
*Officer Johnson was suspended on Dec. 2 2010 unjustly.*

ADJUSTMENT REQUIRED:  
*Make grievant whole remove suspension from file and return days pay.*

EMPLOYEE (GRIEVANT) SIGNATURE (optional) <i>Joe Johnson</i>	DATE <i>7 Dec 14</i>	UNION STEWARD'S SIGNATURE <i>Robert E. Helms</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: <i>Agree to pull the discipline. Place of his comp on the books. Non-Precedent Setting. Walt Simpson 4/5/11</i>		

**2nd STEP**

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
DISPOSITION OF GRIEVANCE: <i>Patricia 2/17/11</i>		

**3rd STEP**

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

MANAGEMENT'S COPY (Traveling Copy)

11-0216

Department of Corrections – IMCC

And

AFSCME Local 2985

Settlement Agreement


Department of Corrections – IMCC and AFSCME Local 2985 enter into the following agreement in full and final resolution of the grievance filed by Phillip Barnes AFSCME No # 116895.

This agreement will replace the five (5) day suspension received on 12/14/10.

1. The five (5) day suspension will be reduced to a three (3) day suspension.
2. The grievant will be reimbursed two (2) days lost time and accruals at the rate he was earning at the time of the suspension.
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 grievants 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 8 day of February 2011

FOR THE STATE:

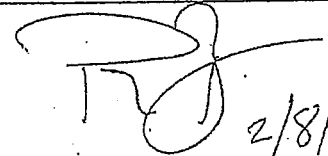
 2-8-11  
TY Doermann Date

Associate Warden

FOR THE UNION:

 2-8-11  
Marty Hathaway Date

President AFSCME Local 2985

 2/8/11  
Phillip Barnes Date

Grievant

RECEIVED

APR 14 2011

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

IA DEPT. OF  
ADMINISTRATIVE SERVICES

SETTLEMENT AGREEMENT

*114760 11-0217*

The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and Iowa Veterans Homes, 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, AFSCME No. 114761/DAS No. 11-0174, that alleged a violation of Article V (Seniority), Section 1 (Definition) and Article IX, Section 1 (Wages) of the 2009-2011 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Administrative Assistant 1's employed in the Nursing Office at the Iowa Veterans Home were reclassified from a bargaining exempt classification code to an AFSCME-covered classification code on November 12, 2010.

The parties have agreed to the following:

1. The employees' seniority, as defined in Article V, Section 1 of the 2009-2011 Collective Bargaining Agreement, will be the following dates, unless and until the employees experience a break in continuous service as defined in Article V, Section 1(C), or become covered by a non-AFSCME collective bargaining agreement (Article V, Section 1(E)):

*Nicole Betz - Seniority Date = May 15, 1995*  
*Linda Frazier - Seniority Date = June 12, 1995*  
*Denise Balot - Seniority Date = November 20, 2002*  
*Jacquelyn Benda-Meeks - Seniority Date = June 5, 2007*  
*Jason Matteson - Seniority Date = January 11, 2008*

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 Grievants' 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:

*Andrea Macy 4/8/11*  
 \_\_\_\_\_  
 Date  
 Andrea Macy  
 Labor Relations Specialist  
 Department of Administrative Services  
 Human Resources Enterprise

*Greg Lewis 4/8/2011*  
 \_\_\_\_\_  
 Date  
 Greg Lewis  
 Staff Representative  
 AFSCME Iowa Council 61

*Penny Cutler-Bermudez 4/6/11*  
 \_\_\_\_\_  
 Date  
 Penny Cutler-Bermudez  
 Treatment Program Administrator  
 Iowa Veterans Home

*Lynne Poehast 4-12-11*  
 \_\_\_\_\_  
 Date  
 Lynne Poehast  
 Local President  
 AFSCME Local 2984



RECEIVED

MAR 14 2011

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

IA DEPT. OF  
ADMINISTRATIVE SERVICES

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resource Enterprise, 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 Gary Holtkamp, hereinafter Grievant, AFSCME No. 113788/DAS-HRE No. 11-0221, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was given a three (3) day suspension without pay on December 20, 2010, with the suspension served on January 5-7, 2011.

The parties have agreed to the following:

1. The three (3) day suspension without pay will be reduced to a one (1) day suspension without pay and the Grievant will be reimbursed for two (2) days of back pay and accruals at the same rate he was earning at the time of the suspension, 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 3/14/11  
 Stephanie L. Reynolds Date  
 Labor Relations Specialist  
 DAS-HRE

FOR THE UNION

Steve Siegel 3-11-11  
 Steve Siegel Date  
 Staff Representative  
 AFSCME Iowa Council 61

x Ron Mullen 3/7/11  
 Ron Mullen Date  
 Superintendent  
 Mt. Pleasant Correctional Facility

Gary Holtkamp 3-2-11  
 Gary Holtkamp Date  
 Grievant

11-0225

STATE OF IOWA

AND

UE LOCAL 893/IUP

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resource Enterprise and the Department of Human Services (DHS), hereinafter State, and the UE Local 893/Iowa United Professionals, hereinafter Union, enter into the following Agreement in full and final resolution of the grievances filed by Shannon Anderson, hereinafter Grievant, IUP No. 11-010/IDAS No. 11-04302/PERB No. 11-GA-136 and IUP No. 11-061/IDAS No. 11-0225/PERB No. 11-GA-136 that allege violations of Article IV, Section 11 (Discipline and Discharge) of the 2009-11 Collective Bargaining Agreement between the parties.

This agreement constitutes a full and final resolution of the issues that arose out of the grievances filed on December 23, 2010 and February 25, 2011. Based on this situation, the parties agree to the following:

1. The State agrees to remove the disciplinary notices from the Grievant's personnel file on December 14, 2012 provided there are no additional infractions of a substantially similar nature in the interim. The Grievant will not receive any back pay or accruals.
2. This Agreement is a good faith settlement of 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 2011.

RECEIVED

SEP 23 2011

IA DEPT. OF ADMINISTRATIVE SERVICES  
Anderson

Settlement Agreement

FOR THE STATE:

Karen Kienast 9/20/11  
Karen Kienast Date  
Program Delivery Services Div.  
Department of Admin. Services

FOR THE UNION:

Michael Hanson 9-20-11  
Michael Hanson Date  
Staff Representative  
UE Local 893/IUP

Felicia Toppert 9/20/11  
Felicia Toppert Date  
Department of Human Services

Shannon Anderson 9/20/11  
Shannon Anderson Date  
Grievant

RECEIVED

SEP 23 2011

IA DEPT. OF





STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services – Human Resources Enterprise, and the Department of Human Services – Woodward Resource Center, 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 Rob Grimstad, hereinafter Grievant, AFSCME No. 101466/DAS-HRE No. 11-0242, that alleges a violation of Article IV, Section 9 (Discipline and Discharge) of the 2009-2011 CBA between the parties.

This settlement arose out of a situation in which the Grievant was terminated on December 30, 2010. As a result of this disciplinary action the parties have agreed to the following.

1. The Grievant must provide verification of:
  - \_\_\_\_\_ well as the \_\_\_\_\_
  - \_\_\_\_\_ must provide verification of: \_\_\_\_\_
  - \_\_\_\_\_ Grievant must provide \_\_\_\_\_
2. The Grievant will be reinstated to a resident treatment worker position on the PM shift if he passes the records check. The Grievant must also successfully complete new employee orientation. The State will pay the Grievant at the appropriate rate. Vacation accrual rates will begin the date the Grievant is returned to work at the rate he was earning on December 30, 2010. The Grievant's sick leave bank will be restored. The Grievant will retain his original seniority date.
3. The Grievant will be returned with no back pay or benefits and at step 6 of the attendance-call in policy.
4. The Grievant will have \_\_\_\_\_.
5. The Grievant will not have any \_\_\_\_\_ during the life of this settlement agreement.
6. This settlement agreement will remain in effect for two years from the date all signatures are received on the settlement. Any violation of these provisions during those two years will result in immediate termination.
7. In consideration of the foregoing, the Union will withdraw the above grievance.
8. This agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises for any other or future considerations 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 claim in this grievance.
9. 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.



STATE OF IOWA  
AND  
AFSCME/IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services-Human Resources Enterprise; Department of Corrections, Iowa Medical Classification Center - Oakdale, 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 Jamie Randall, hereinafter Grievant, AFSCME NO. 116899/DAS No. 11-0243 that alleges a violation of Article VIII, Section 3 (Meal Periods) of the 2009-2011 Collective Bargaining agreement between the parties.

This settlement arose out of a situation in which the grievant worked through her meal break on December 30, 2010. As a result of this action the parties have agreed to the following:

1. The State agrees to pay the Grievant for the half hour meal period she worked on December 30, 2010 at the rate she was earning at that time.
2. The Union agrees to withdraw this grievance from the grievance process.
3. This Agreement is a good faith settlement of all issues arising from the facts alleged in this grievance. No promises for any other or future considerations 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 claim 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

*Suzanne L. Brott*

03-11-2011

Suzanne L. Brott                      Date  
Labor Relations Specialist  
DAS-HRE

*Greg Nelson*                      3-14-11

Greg Nelson                      Date  
Nursing Services Director  
IMCC

FOR THE UNION

*Earlene Anderson*                      3-12-11

Earlene Anderson                      Date  
Staff Representative  
AFSCME/Iowa Council 61

*Jamie Randall*                      3/15/11

Jamie Randall                      Date  
Grievant

*Brian Burch*                      3-15-11

Brian Burch                      Date  
Steward

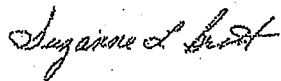
STATE OF IOWA  
AND  
AFSCME/IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resource Enterprise; Department of Commerce-Alcoholic Beverages Division, hereinafter State, and the American Federation of State, County and Municipal Employees, hereinafter Union, enter into the following agreement in full and final resolution of the grievance filed by Tammy Essink, hereinafter Grievant, AFSCME No. 99653/DAS-HRE No. 11-0255 that alleges a violation of Article IV, Section 9, (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a ten day suspension without pay and final warning on January 14, 2011. As a result of this situation the parties have agreed to the following:

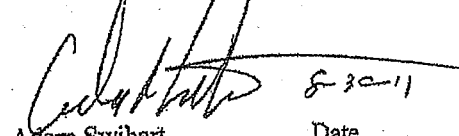
1. The State agrees to reduce the 10 day suspension and final warning to a five day suspension. The Grievant will be reimbursed 5 days of pay at the rate she was earning at the time of the suspension and any missed vacation accruals.
2. In consideration of the foregoing, the Union will withdraw the above 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 cause of action addressed and arising from the Grievant's claim 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 proceeding in the future.

FOR THE STATE

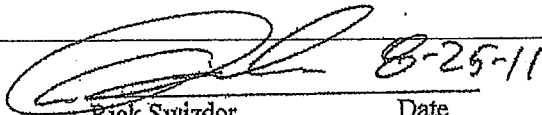


Suzanne L. Brott      08-24-11  
Labor Relations Specialist  
DAS-HRE

FOR THE UNION

 8-30-11

Adam Swihart      Date  
Staff Representative  
AFSCME

 8-25-11

Rick Swizdor      Date  
Manager  
Alcoholic Beverages Division

Tammy Essink      Date  
Grievant

STATE OF IOWA  
AND  
UE LOCAL 893 - IOWA UNITED PROFESSIONALS

SETTLEMENT AGREEMENT

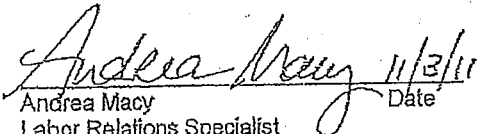
The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and Department of Corrections, Iowa Medical and Classification Center, hereinafter the State, and UE Local 893 - Iowa United Professionals, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Tom Arras, hereinafter the Grievant, IUP No. 10-060/DAS No. 11-0259, that alleged a violation of Article VIII, Sections 1 (Work Schedules) and 2 (Compensatory Time/Overtime) of the 2009-2011 Collective Bargaining Agreement between the parties.

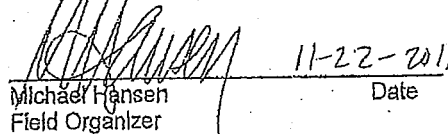
The parties have agreed to the following:

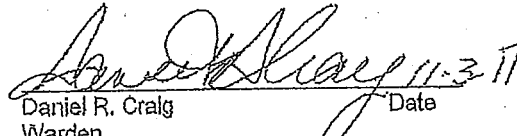
1. Upon execution of this Agreement, six (6) hours of compensatory time will be added to the Grievant's compensatory time balance.
2. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
3. This Agreement is a good faith settlement of all issues arising from the 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:

  
Andrea Macy      Date  
Labor Relations Specialist  
Department of Administrative Services  
Human Resources Enterprise

  
Michael Hansen      Date  
Field Organizer  
UE Local 893 - Iowa United Professionals

  
Daniel R. Craig      Date  
Warden  
Iowa Medical and Classification Center

  
Tom Arras      Date  
Grievant

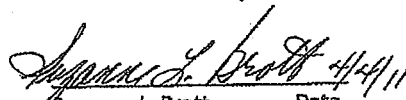
STATE OF IOWA  
AND  
AFSCME/IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

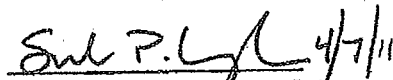
The State of Iowa, Department of Administrative Services-Human Resources Enterprise; Department of Inspections and Appeals - State Public Defender's Office - Cedar Rapids, Iowa, hereinafter state, and the American Federation of State, County and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by David Fiester, hereinafter Grievant, AFSCME NO. 135345/DAS No. 11-0267 that alleges a violation of Article IV, Section 9 (Discipline and Discharge), Article IX, Section 10B (Utilization of Sick Leave) and all other applicable Articles and Sections of the 2009-2011 Collective Bargaining agreement between the parties.

This settlement arose out of a situation in which the grievant was terminated on January 18, 2011. As a result of this action the parties have agreed to the following:


1. The State agrees to rescind the Grievant's termination letter and replace it with a resignation letter from the Grievant effective January 18, 2011.
2. The Grievant will not apply for or accept any future employment 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 this grievance. No promises for any other or future considerations 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 claim 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 litigations or other proceedings in the future.

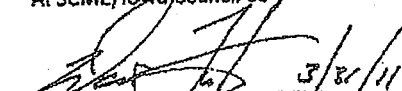
FOR THE STATE

  
Suzanne L. Brott Date 4/4/11  
Labor Relations Specialist  
DAS-HRE

  
Samuel Langholz Date 4/7/11  
State Public Defender  
Dept. of Inspections and Appeals

FOR THE UNION

  
Earlene Anderson Date 4/1/11  
Staff Representative  
AFSCME/Iowa Council 61

  
David Fiester Date 3/21/11  
Grievant

RECEIVED

APR 11 2011

IA DEPT. OF  
ADMINISTRATIVE SERVICES

11-0271

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services-Human Resources Enterprise, and Department of Transportation - Highway Division - Council Bluffs Maintenance Garage, 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 Joe Owen, hereinafter Grievant, AFSCME No. 92100/DAS-HRE No. 11-0271, that alleges a violation of Article IV, Section 9 (Discipline and Discharge) and all other applicable articles and sections of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was terminated on February 3, 2011. As a result of the termination the parties have agreed to the following:

1. The State will rescind the termination and this settlement agreement will serve as a voluntary resignation effective February 3, 2011. All reference and materials associated with the Grievant's termination will be removed from his personnel file.
2. The Grievant agrees he will not apply for or accept any positions in the future with the Iowa Department of Transportation.
3. In consideration of the foregoing, the Union will withdraw the above grievance.
4. This agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises for any other or future considerations 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 claim 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, arbitrations, litigation, or other proceedings in the future.

FOR THE STATE

*Suzanne L. Brott*

07-27-11

Suzanne L. Brott     Date  
Labor Relations Specialist  
DAS-HRE

FOR THE UNION

*Matt Butler*     7/28/2011

Matt Butler     Date  
Staff Representative  
AFSCME



Linda Anderson 7-27-11

Linda Anderson      Date  
Employee Relations Specialist  
Iowa Department of Transportation

\_\_\_\_\_  
Joe Owen      Date  
Grievant

Jim Bane 7/27/2011

Jim Bane      Date  
District 4 Maintenance Manager  
Iowa Department of Transportation

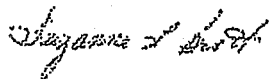
STATE OF IOWA  
AND  
AFSCME/IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resource Enterprise; Department of Transportation - Highway Division - Martensdale Maintenance Garage, 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 Brent Terrell, hereinafter Grievant, AFSCME No. 112352/DAS-HRE NO. 11-0291 which allege a violation of Article IV, Section 9 (Discipline and Discharge) and any and all that apply of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a one day suspension without pay on February 14, 2011. As a result of the disciplinary action the parties have agreed to the following:

1. The State agrees to reduce the one day suspension without pay to a written reprimand on June 1, 2012 if there are no further incidents of like nature.
2. The Grievant will be reimbursed the one day's pay and any missed 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 cause of action addressed and arising from the Grievant's claims in the grievance.
5. The terms of this Agreement are considered by the parties to pertain only to the specific facts involved in these matters. Neither party shall rely on this Agreement or cite the same as precedent in any grievance, arbitration litigations or other proceeding in the future.

FOR THE STATE

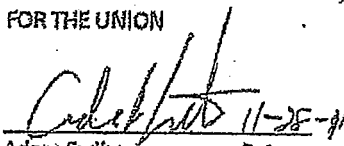


Suzanne L. Brott 09-27-11  
Labor Relations Specialist  
Dept. of Administrative Services/HRE


\_\_\_\_\_  
Linda Anderson Date  
Office of Employee Services  
Department of Transportation

\_\_\_\_\_  
Ken Morrow Date  
District 5 Maintenance Manager  
Department of Transportation

FOR THE UNION

  
Adam Swihart 11-25-11  
Date  
Staff Representative  
AFSCME Council 61

\_\_\_\_\_  
Brent Terrell 11-28-11  
Date  
Grievant

  
Sean Passick Date  
Steward

STATE OF IOWA

11-0302

AND

UE LOCAL 893/IUP

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resource Enterprise and the Department of Human Services (DHS), hereinafter State, and the UE Local 893/Iowa United Professionals, hereinafter Union, enter into the following Agreement in full and final resolution of the grievances filed by Shannon Anderson, hereinafter Grievant, IUP No. 11-010/IDAS No. 11-04302/PERB No. 11-GA-136 and IUP No. 11-061/IDAS No. 11-0225/PERB No. 11-GA-136 that allege violations of Article IV, Section 11 (Discipline and Discharge) of the 2009-11 Collective Bargaining Agreement between the parties.

This agreement constitutes a full and final resolution of the issues that arose out of the grievances filed on December 23, 2010 and February 25, 2011. Based on this situation, the parties agree to the following:

1. The State agrees to remove the disciplinary notices from the Grievant's personnel file on December 14, 2012 provided there are no additional infractions of a substantially similar nature in the interim. The Grievant will not receive any back pay or accruals.
2. This Agreement is a good faith settlement of 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 2011.

RECEIVED

SEP 28 2011

IA DEPT. OF ADMINISTRATIVE SERVICES  
Anderson

Settlement Agreement

FOR THE STATE:

Karen Kienast 9/20/11  
Karen Kienast Date  
Program Delivery Services Div.  
Department of Admin. Services

FOR THE UNION:

Michael Hanson 9-20-11  
Michael Hanson Date  
Staff Representative  
UE Local 893/IUP

Felicia Toppert 9/20/11  
Felicia Toppert Date  
Department of Human Services

Shannon Anderson 9/21/11  
Shannon Anderson Date  
Grievant

RECEIVED

SEP 23 2011

IA DEPT. OF  
ADMINISTRATIVE SERVICES

RECEIVED

JAN 13 2012

11-0307

IA DEPT. OF ADMINISTRATIVE SERVICES

STATE OF IOWA AND UE LOCAL 893 - IOWA UNITED PROFESSIONALS

SETTLEMENT AGREEMENT

Human SUCS

The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and Iowa Dept. of Workforce Development, 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 grievances filed by Patty Haversperger, hereinafter the Grievant, IUP NOS. 11-009, 11-017, 11-019/DAS No. 11-0303, 11-374, 11-380, that alleged a violation of Article IV, Section 11 (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was given a one (1) day unpaid suspension on February 16, 2011, a three (3) day unpaid suspension on April 1, 2011, and a five (5) day unpaid suspension and final warning on April 18, 2011.

The parties have agreed to the following:

1. The three (3) day unpaid suspension and the five (5) day unpaid suspension and final warning shall be removed from the Grievant's personnel file upon execution of this agreement.
2. The Grievant will be shall be reimbursed 32 hours of compensatory time and all accruals at the rate she was earning on April 18, 2011, upon execution of this agreement.
3. The one (1) day unpaid suspension shall remain part of the Grievant's permanent personnel file.
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. 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 1/13/12 Date  
Labor Relations Specialist  
Department of Administrative Services  
Human Resources Enterprise

Greg Cross 1/12/12 Date  
International Representative  
UE Local 893 - IUP

Marc Bati 1/13/12 Date  
Service Area Manager  
Iowa Department of Human Services

Patty Haversperger 1/11/12 Date  
Grievant

11-0318

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resource 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 Katie Neville, hereinafter the Grievant, AFSCME No. 100195 DAS/ARE No. 11-0318, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was given a three (3) day suspension without pay on March 7, 2011.

The parties have agreed to the following:

1. The three (3) day suspension without pay will be reduced to a written reprimand upon execution of this Agreement. The Grievant will not receive 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 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* 5/20/11  
Date  
Stephanie L. Reynolds  
Labor Relations Specialist  
DAS-HRE

FOR THE UNION

*Robin White* 5/20/11  
Date  
Robin White  
Staff Representative  
AFSCME Iowa Council 61

*J. A. Noonan* 5-20-11  
Date  
Jake Noonan  
Deputy Warden  
Anamosa State Penitentiary

*Katie Neville* 5  
Date  
Katie Neville  
Grievant

PERB CASE NO. 11-MA-05

STATE OF IOWA (DOC)  
and  
KYLE BAWDEN

RECEIVED  
2011 SEP -6 AM 9:30  
PUBLIC EMPLOYMENT  
RELATIONS BOARD

In resolution of the merit appeal filed with the Public Employment Relations Board, PERB Case 11-MA-05, DAS-HRE #11-0323; the State of Iowa, Department of Corrections (State) and Kyle Bawden (Grievant) agree to the following:

1. The State shall remove the notice of disciplinary action for the ten-day paper suspension and supporting documentation from Grievant's personnel file.
2. In consideration of the above, Kyle Bawden agrees to withdraw his appeal with the Public Employment Relations Board.

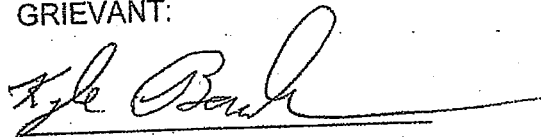
DATED this 1 day of September 2011.

FOR THE STATE:



Karen Kienast  
Program Delivery Services Division  
Department of Administrative Services-HRE

GRIEVANT:



Kyle Bawden

STATE OF IOWA  
AND  
AFSCME/IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

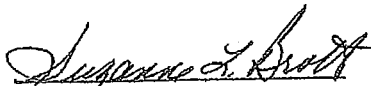
11-0332

The State of Iowa, Department of Administrative Services-Human Resources Enterprise and the Department of Inspections and Appeals, 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 all affected employees, hereinafter Grievants, AFSCME NO. 122241/DAS No. 11-0332 that alleges a violation of Article IX, Section 13B,C, and E (Travel and Lodging), and AFSCME No. 100334 that alleges a violation of Article IV, Section 2 (Grievance Procedure-Grievance Steps) any other Articles and Section that may apply of the 2009-2011 Collective Bargaining agreement between the parties.

This settlement arose out of a situation in which the Grievants were notified they would no longer be paid meal reimbursements unless they had overnight lodging and there was not an actual first step grievance meeting on the issue. As a result of this action the parties have agreed to the following:

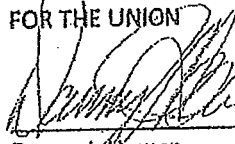
1. The State agrees to rescind the new meal reimbursement policy as of June 3, 2011 and revert back to the previous meal reimbursement policy.
2. The State agrees to reimburse those Grievants who had meal reimbursement claims denied between the period when the new policy went into effect and June 3, 2011 as long as they provide the meal receipts as required.
3. Management agrees to follow the provisions of the collective bargaining agreement on the scheduling of first step grievances.
4. In consideration of the foregoing, the Union will withdraw the above referenced grievances.
5. This Agreement is a good faith settlement of all issues arising from the facts alleged in this grievance. No promises for any other or future considerations 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 claim in this grievance.
6. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievance, arbitration litigations or other proceedings in the future.

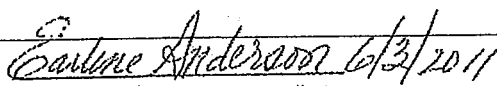
FOR THE STATE

  
Suzanne L. Brott                      Date  
Labor Relations Specialist  
DAS-HRE

\_\_\_\_\_  
Beverly Zylstra                      Date  
Deputy Director  
Dept. of Inspections and Appeals

FOR THE UNION

  
Danny J. Homan                      Date  
President  
AFSCME/Iowa Council 61

  
Earlene Anderson                      Date  
Staff Representative  
AFSCME/Iowa Council 61



STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

11-0339

The State of Iowa, Department of Administrative Services-Human Resources Enterprise, and Department of Human Services - Woodward Resource Center, 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 Luann Harp, hereinafter Grievant, AFSCME No. 101467/DAS-HRE No. 11-0339, that alleges a violation of Article IV, Section 9 (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a written reprimand on February 8, 2011. As a result of this action the parties have agreed to the following:

1. The State agrees to remove the written reprimand from the Grievant's personnel file effective immediately.
2. In consideration of the foregoing, the Union will withdraw the above grievance.
3. This agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises for any other or future considerations 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 claim 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, arbitrations, litigation, or other proceedings in the future.

FOR THE STATE

FOR THE UNION

*Suzanne L. Brott*

*Greg Lewis 12/01/2011*  
Greg Lewis Date  
Staff Representative  
AFSCME

11-28-11  
Suzanne L. Brott Date  
Labor Relations Specialist  
DAS-HRE

*Lori DeMoss 12/1/11*  
Lori DeMoss Date  
Director of Nursing  
Woodward Resource Center

*Dan Johnson 12/1/11*  
Dan Johnson Date  
Local President

*Marsha Edgington-Bott*  
Marsha Edgington-Bott Date  
Superintendent  
Woodward Resource Center

*Luann Harp 12/1/11*  
Luann Harp Date  
Grievant

11-0355

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

GRIEVANCE SETTLEMENT AGREEMENT


The State of Iowa, Department of Administrative Services-Human Resources Enterprise and Department of Human Services-Glenwood Resource Center, 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 Joe Lavenroth, hereinafter Grievant, AFSCME No. 117805/IDAS No. 11-0355 that alleged a violation of Article IV, Section 9 "Discipline and Discharge" of the 2009- 2011 Collective Bargaining Agreement between the parties.


This settlement arose out of a situation in which the Grievant was terminated on March 30, 2011. Based on this situation, the parties agree to the following:

1. The grievant will be reinstated with no back pay provided the grievant:
  - A.
  - B. Signs a release of information to allow the \_\_\_\_\_ to release information to Zvia McCormick, Superintendent, Glenwood Resource Center, ;
  - C.
2. The grievant will be reinstated to a position and schedule to be determined by management when the grievant can provide a full release to return to work with no restrictions provided the grievant passes the required background record check.
3. The grievant will provide to Zvia McCormick a copy of the \_\_\_\_\_
- 4.
5. Violation of any of the provisions of this agreement by the Grievant will result in immediate termination.
6. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
7. This agreement is a good faith settlement of all issues arising from the facts alleged in this grievance. No promises for any other or future consideration have been made by anyone.
8. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claim in this grievance.
9. 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.

FOR THE STATE:

FOR THE UNION:

  
 \_\_\_\_\_  
 May 2, 2011  
 (Date)  
 Beverly Abels  
 Program Delivery Services Division  
 Department of Administrative Services

 5/2/2011  
 \_\_\_\_\_  
 Matthew Butler (Date)  
 Staff Representative  
 AFSCME Council 61

\_\_\_\_\_  
Glenwood Resource Center (Date)

\_\_\_\_\_  
Joe Lavenroth (Date)  
Grievant



# AFSCME COUNCIL 61 GRIEVANCE FORM

11-0857  
SB/EL

AFSCME LOCAL	2985
CONTRACT	July 1 2009 - June 30 2011
GRIEVANCE NUMBER	113836
CLASSIFICATION	CO
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Gibbs, Randy

NAME OF EMPLOYEE (GRIEVANT)	SGC REF. NO. (processing delayed if not filed in)
HOME ADDRESS	CITY, STATE & ZIP
WORK LOCATION	

*Peter Broadston*  
[REDACTED]  
LMCC

### STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

ARTICLE 11 and any section 11 and any  
and all that apply and all that apply  
in the C.B.A. in the C.B.A.

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
*On March 16 2011 grievant was given a truly unfair and biased  
45 day special evaluation and annual evaluation combined.*

ADJUSTMENT REQUIRED:  
*Give grievant a true, fair and impartial evaluation and show good  
faith by re-instating grievant to his previous Personal Safety Instructor  
Position. Grievant has consulted with all management has asked for oral the evaluation is biased.*

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SGC REF. NO. (processing delayed if not filed in)
<i>Peter Broadston</i>	<i>25 Mar 11</i>	<i>Debra Murphy</i>	
CITY, STATE & ZIP		STEWARDS HOME PHONE NUMBER	

### 1st STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
<i>Mark [REDACTED] COT</i>	<i>3/25/11</i>	<i>3/31/11</i>

DISPOSITION OF GRIEVANCE  
*Management feels that evaluation was unbiased Grievance Denied*

### 2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
<i>Sharon [REDACTED] COT</i>	<i>3/31/11</i>	<i>4-7-2011</i>

DISPOSITION OF GRIEVANCE  
*Parties agreed to a new eval after 6 months of transfer. If  
meets expectations will remove previous P.E. that  
didn't.*

### 3rd STEP

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

DISPOSITION OF GRIEVANCE

11-0361

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
  
SETTLEMENT AGREEMENT

RECEIVED  
2011 JUL 15 AM 10:05  
DAS FINANCE

The State of Iowa, Department of Administrative Services, Human Resource Enterprise, and Department of Human Services, Independence 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 AFSCME Iowa Council 61 and Mark Breitsprecher, hereinafter the Grievant, AFSCME No. 119474/DAS-HRE No. 11-0361, that alleged a violation of Article II, Section 5 (Union Conventions and Conferences) of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant requested union leave and was granted the time off in unpaid status.

The parties have agreed to the following:

1. The grievant shall be allowed to use eight (8) hours of vacation or compensatory time, or a combination of vacation and compensatory time, for March 9, 2011. The grievant will notify the State which type of leave he prefers to utilize 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 7/15/11  
Stephanie L Reynolds Date  
Labor Relations Specialist  
DAS-HRE

Kevin Jimmerson 7/12/11  
Kevin Jimmerson Date  
Business Manager  
Independence Mental Health Institute

FOR THE UNION

Danny J. Homan 7/6/2011  
Danny J. Homan Date  
President  
AFSCME Iowa Council 61

Mark Breitsprecher 7/15/11  
Mark Breitsprecher Date  
Grievant



**AFSCME COUNCIL 61  
GRIEVANCE FORM**

11-0388  
BA/TB

AFSCME LOCAL	2991
CONTRACT	Master
GRIEVANCE NUMBER	17013
CLASSIFICATION	Rtus/CMT
HOME ADDRESS	[REDACTED]
CITY, STATE & ZIP	[REDACTED]
HOME PHONE NUMBER	[REDACTED]
WORK LOCATION	GRC
IMMEDIATE SUPERVISOR	Betty Davis/Doug Wise

**STATEMENT OF GRIEVANCE**

CONTRACT VIOLATION

ARTICLE IX SECTION B/11-2d

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
Grievant was denied vacation time off on 6-7-11 & 6-8-11 Days given to staff with less seniority

ADJUSTMENT REQUIRED: Make grievant whole

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
<u>[Signature]</u>	4-22-11	<u>Vickie Stephens</u>	
(STEWARD) HOME ADDRESS	CITY, STATE & ZIP	(STEWARD) HOME PHONE NUMBER	
<u>Vickie Stephens</u>	[REDACTED]	[REDACTED]	

**1st STEP**

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED

DISPOSITION OF GRIEVANCE

**2nd STEP**

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
	4/26/11	

DISPOSITION OF GRIEVANCE

**3rd STEP**

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
<u>[Signature]</u>	5/26/2011	5/10/21

DISPOSITION OF GRIEVANCE  
Resolved by Mutual Agreement. The grievant will be given the requested day off. The grievance is withdrawn. This settlement is non precedent.

MANAGEMENT'S COPY (Traveling Copy)

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

11-0416

The State of Iowa, Department of Administrative Services – Human Resources Enterprise, and the Department of Human Resources – Woodward Resource Center, 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 Madeleine Pritchard, hereinafter Grievant, AFSCME No. 101473/DAS-HRE No. 11-0416 that alleges a violation of Article IV, Section 9 (Discipline and Discharge) of the 2009-2011 collective bargaining agreement between the parties.

This settlement arose out of a situation in which the Grievant was suspended for three (3) days without pay on April 24, 2011. As a result of this situation the parties have agreed to the following.

1. The State will reduce the three (3) day suspension without pay to a two (2) day suspension without pay. The Grievant will not be reimbursed for a day's pay or any vacation or sick leave accruals.
2. The State agrees to remove the 2 day suspension without pay from the Grievant's personnel file on December 23, 2011 if there have been no further incidents of like nature that resulted in the original suspension. The Grievant will not be reimbursed the two day's pay or any missed vacation or sick leave accruals.
3. In consideration of the foregoing, the Union will withdraw this grievance from the grievance process.
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 cause of action addressed and arising from the Grievant's claims in this grievance.
5. The terms of this Agreement are considered by the parties to pertain only to the specific facts involved in these matters. Neither party shall rely on this agreement or cite the same as precedent in any grievance, arbitration, litigations or other proceedings in the future.

FOR THE STATE

FOR THE UNION

*Suzanne L. Brott*

08-08-11

Suzanne L. Brott Date  
Labor Relations Specialist  
DAS-HRE

*Greg Lewis 8/11/2011*

Greg Lewis Date  
Staff Representative  
AFSCME Iowa Council 61

Diane Stout 11-18-11

Diane Stout                      Date  
Director of Habilitation Services  
Woodward Resource Center



Dan Johnson  
Local President  
AFSCME

Date 11-18-11

Madeleine Pritchard  
Grievant

Date



**AFSCME COUNCIL 61  
GRIEVANCE FORM**

11-0423  
BA1JB

AFSCME LOCAL 2992
CONTRACT Master
GRIEVANCE NUMBER 118386
CLASSIFICATION RN
HOME PHONE NUMBER [REDACTED]
IMMEDIATE SUPERVISOR Della Cartheon

NAME OF EMPLOYEE (GRIEVANT) Lana Hoepker	HOME ADDRESS [REDACTED]
WORK LOCATION Clarinda Mental Health SW2 Day Shift GA-230%	IMMEDIATE SUPERVISOR Della Cartheon

**STATEMENT OF GRIEVANCE**

CONTRACT VIOLATION

ARTICLE 9	SECTION 11
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
 Schedule Changed by Management, effected her Vac.  
 Vacation grievance Immediate to 2nd Step.

ADJUSTMENT REQUIRED:  
 To Make the grievant whole.

EMPLOYEE (GRIEVANT) SIGNATURE (optional) Lana Hoepker	DATE 4-4-11	UNION STEWARD'S SIGNATURE Deloris Buehfeld	STEW/ delays
--	----------------	---	--------------

**1st STEP**

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

DISPOSITION OF GRIEVANCE  
 Grievance was settled. Lana now has  
 her week vacation approved.  
 Approved: Hammered [Signature] Lam Hoepker RN -  
 Deloris Buehfeld

**2nd STEP**

MANAGEMENT REPRESENTATIVE'S SIGNATURE [Signature]	DATE RECEIVED 5-5-11	DATE ANSWERED 5/11/2011
--	-------------------------	----------------------------

DISPOSITION OF GRIEVANCE  
 Resolved by mutual agreement. The vacation has been  
 approved. The grievance is withdrawn.  
 M. W. Butt

**3rd STEP**

MANAGEMENT REPRESENTATIVE'S SIGNATURE [Signature]	DATE RECEIVED	DATE ANSWERED
--	---------------	---------------

DISPOSITION OF GRIEVANCE

MANAGEMENT'S COPY (Traveling Copy)



STATE OF IOWA  
AND  
UE LOCAL 893 – IOWA UNITED PROFESSIONALS

SETTLEMENT AGREEMENT


The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and Department of Human Services, hereinafter the State, and UE Local 893 – Iowa United Professionals, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Jamaal Clarkson, hereinafter the Grievant, IUP No. 11-020/IDAS No. 11-0426, that alleged a violation of Article IV, Section 11 (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement (CBA) between the parties.

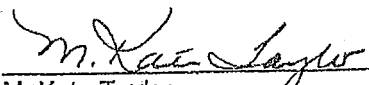
This Settlement arose out of a situation in which the Grievant's employment was terminated on May 3, 2011.

The parties have agreed to the following:

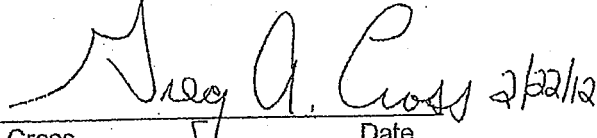
1. The Grievant will resign in lieu of termination effective May 3, 2011. The termination letter dated May 3, 2011, will be rescinded and replaced with this Settlement Agreement which will constitute a letter of resignation.
2. The State agrees not to provide further information in protest of the Grievant's claim for unemployment benefits.
3. The Grievant agrees to no future application to or employment with the State of Iowa.
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. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

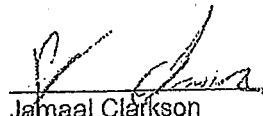
FOR THE STATE:

  
Andrea Macy 3/2/12  
Date  
Labor Relations Specialist  
Department of Administrative Services  
Human Resources Enterprise

  
M. Kate Taylor 3/5/12  
Date  
Regional Administrator  
Department of Human Services

FOR THE UNION:

  
Greg Cross 2/22/12  
Date  
International Representative  
UE Local 893 – Iowa United Professionals

  
Jamaal Clarkson 2/18/12  
Date  
Grievant

RECEIVED

FEB 23 2012

IA DEPT. OF  
ADMINISTRATIVE SERVICES

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resources Enterprise, 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 **Julaine Duimstra**, hereinafter the Grievant, **AFSCME No. 111277/IDAS No. 11-0432**, that alleged a violation of Article V (Seniority) and Article VII (Transfers) of the 2009-2011 Collective Bargaining Agreement between the parties.

The parties have agreed to the following:

1. The Grievant will have priority to the next vacancy on Malloy 2N on the day shift.
2. Should the Grievant choose to transfer to Malloy 2N under the above provision, the transfer will not count towards the limitation of two (2) transfers under the life of the applicable Collective Bargaining Agreement, per existing language in Article VII, Section 1.
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 Grievants' claims in this grievance.
5. The terms of this Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE:

FOR THE UNION:

Andrea Macy 10/11/11  
Andrea Macy Date  
Labor Relations Specialist  
Department of Administrative Services  
Human Resources Enterprise

Greg A Lewis 10-24-11  
Greg Lewis Date  
Staff Representative  
AFSCME Iowa Council 61

Julaine Duimstra 10/18/11  
Julaine Duimstra Date  
Grievant

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

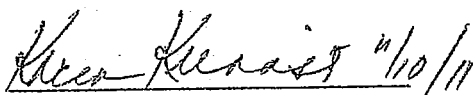
The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and Department of Inspections and Appeals, State Public Defender, hereinafter State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Cynthia Foos, hereinafter Grievant, AFSCME No. 80834/DAS-HRE No. 11-0444, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was terminated on May 10, 2011.

The Parties have agreed to the following:

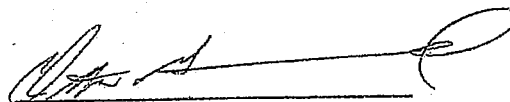
1. The termination letter will be removed from the Grievant's file and replaced with this Agreement, which will constitute a resignation, upon execution of this agreement.
2. Neither the Union nor the Grievant will make any further claims or actions against the State in this matter, and the Grievant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

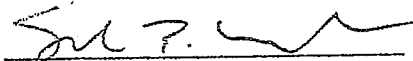


Karen Kienast  
Labor Relations Specialist  
DAS-HRE

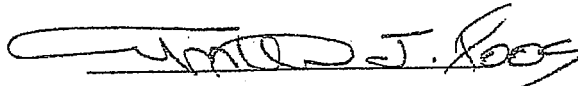
FOR THE UNION



Otto Groenewald  
Union Representative  
AFSCME Iowa Council 61



Samuel P. Langholz  
State Public Defender  
Department of Inspections and Appeals



Cynthia Foos  
Grievant

11-0459

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

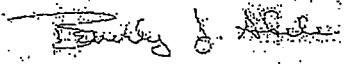
The State of Iowa, Department of Administrative Services, Human Resources Enterprise and Department of Human Services, Glenwood Resource Center, hereinafter State; and the American Federation of State, County, and Municipal Employees, Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by John Fraissinet, hereinafter Grievant, AFSCME No. 99568/DAS No. 11-0459, that alleged a violation of Article IV, Section 9 "Discipline and Discharge" of the 2009-2011 Collective Bargaining Agreement between the parties.

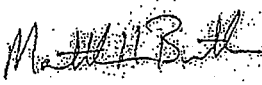
This settlement arose out of a situation in which the Grievant received a 10-day suspension on May 20, 2011. Based on this situation, the parties agree to the following:

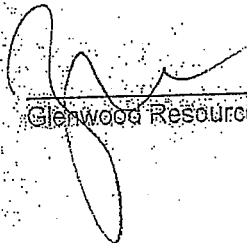
1. The ten-day suspension is reduced to a three-day suspension. The grievant will be reimbursed for all lost pay and leave accruals for seven work days.
2. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
3. This Agreement is a good faith settlement of all issues arising from the facts alleged in this grievance. No promises for 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 claim 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 grievance, arbitration, litigation or other proceeding in the future.

FOR THE STATE:

FOR THE UNION:

  
 \_\_\_\_\_  
 09/15/2011  
 Beverly Abels Date  
 Program Delivery Services Division  
 Department of Administrative Services

  
 \_\_\_\_\_  
 9/19/2011  
 Matt Butler Date  
 Staff Representative  
 AFSCME Council 61

  
 \_\_\_\_\_  
 9/19/11  
 Glenwood Resource Center Date

\_\_\_\_\_  
 John Fraissinet Date  
 Grievant

11-0469

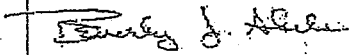
STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
GRIEVANCE SETTLEMENT AGREEMENT

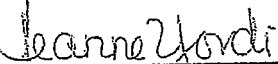
The State of Iowa, Department of Administrative Services-Human Resources Enterprise and Department on Aging, hereinafter State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of grievances filed by Kim Weaver, hereinafter Grievant, AFSCME No. 101802/IDAS No. 11-0469 and AFSCME No. 113463/IDAS No. 11-0430 that alleged violations of Article VIII, Section 1 and Article IV, Section 9 of the 2009 - 2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant received a written reprimand and notice of a schedule change on May 11, 2011. Based on this situation, the parties agree to the following:

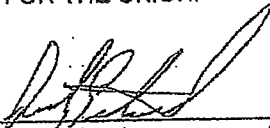
1. The written reprimand will be removed from the Grievant's file and the schedule change notice is rescinded.
2. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
3. This Agreement is a good faith settlement of all issues arising from the facts alleged in this grievance. No promises for 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 claim 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 grievance, arbitration, litigation or other proceeding in the future.

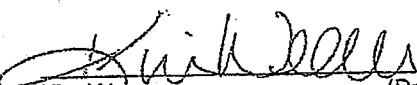
FOR THE STATE:

  
 August 30, 2011  
 Beverly Abels (Date)  
 Program Delivery Services Division  
 Department of Administrative Services

 8/30/11  
 Department on Aging (Date)

FOR THE UNION:

 8/30/11  
 Rick Eilander (Date)  
 Staff Representative  
 AFSCME Council 61

 8/30/11  
 Kim Weaver (Date)  
 Grievant

11-0470

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

GRIEVANCE SETTLEMENT AGREEMENT

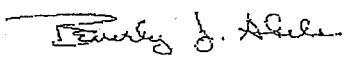
The State of Iowa, Department of Administrative Services-Human Resources Enterprise and Department on Aging, hereinafter State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of grievance filed by Kim Weaver, hereinafter Grievant, AFSCME No. 113462/IDAS No. 11-0470 that alleged violations of Article XI, Section 11, *Performance Evaluation*, of the 2009 - 2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant received a performance evaluation on May 10, 2011. Based on this situation, the parties agree to the following:

1. The grievant will receive a new performance evaluation in October, 2011.
2. If the performance review rating is at least "meets expectations", the May, 2011 review will be removed from the grievant's official personnel file.
3. If the evaluation rating is "does not meet expectations", both reviews will remain in the file and both parties reserve the right to refer to the May, 2011 evaluation in any grievance procedure relating to the October, 2011 evaluation if desired.
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 this grievance. No promises for 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 claim in this grievance.
6. 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.

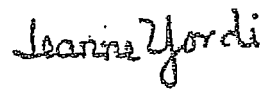
FOR THE STATE:

FOR THE UNION:



August 30, 2011  
Beverly Abels (Date)  
Program Delivery Services Division  
Department of Administrative Services

Rick Eilander (Date)  
Staff Representative  
AFSCME Council 61



October 20, 2011  
Department on Aging (Date)

Kim Weaver (Date)  
Grievant

Iowa Council 61



# AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL	3012
CONTRACT	2009-2011 MASTER
GRIEVANCE NUMBER	122238
CLASSIFICATION	
HOME PHONE NUMBER	( )
IMMEDIATE SUPERVISOR	CARLE BALDWIN

NAME OF EMPLOYEE (GRIEVANT) D. O'HARE (GROSS) C. WATT C. LOVERIAK S. ELLENBERGER	SOD. SEC. NO. (processing delayed if not filled in)	CLASSIFICATION
HOME ADDRESS	CITY, STATE, & ZIP	HOME PHONE NUMBER
WORK LOCATION 4444 1st Ave NE Ste 436 CEDAR RAPIDS IA 52402		IMMEDIATE SUPERVISOR CARLE BALDWIN

## STATEMENT OF GRIEVANCE

IWD Region 10

CONTRACT VIOLATION

SBI EL  
11-0472

ARTICLE	SECTION
XI	15 <sup>OTHER</sup>

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
 ON APRIL 28, 2011 (2:39 pm) a request was made to MR BALDWIN  
 TO ESTABLISH monthly LABOR / management meetings with  
 CEDAR RAPIDS IOWA WORKS' LEADERSHIP. REQUEST DENIED. SEE ATTACHED

ADJUSTMENT REQUIRED:  
 MAKE GRIEVANTS WHOLE ON ALL MATTERS  
 FOLLOW THE COLLECTIVE BARGAINING AGREEMENT AND ESTABLISH  
 MONTHLY MONTHLY LABOR / management meetings with CEDAR RAPIDS  
 IOWA WORKS' LEADERSHIP

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS BOX
<i>[Signature]</i>	5/12/11	<i>[Signature]</i>	delayed if not fill
(STEWARD) HOME ADDRESS	CITY, STATE, & ZIP	(STEWARD) HOME PHONE NUMBER	

### 1st STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
<i>[Signature]</i>	5/16/2011	5/31/2011

DISPOSITION OF GRIEVANCE  
 Grievance denied - IWD management will continue to follow  
 Appendix T of the AFSCME <sup>CBA</sup> and hold monthly statewide labor/management  
 meetings.

### 2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
<i>[Signature]</i>	6-3-11	11-15-11

DISPOSITION OF GRIEVANCE  
 The parties agree to follow the  
 contract language - Article XI, Section 15.

### 3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED

DISPOSITION OF GRIEVANCE

11-0483

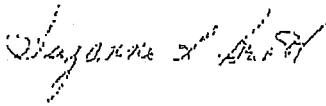
STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services-Human Resources Enterprise, and Department of Corrections - Newton Correctional Facility, 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 Christine Huffaker, hereinafter Grievant, AFSCME No. 96448/DAS-HRE No. 11-0483, that alleges a violation of Article IV, Section 9 (Discipline and Discharge) and all that apply of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was terminated on June 9, 2011. As a result of the termination the parties have agreed to the following:

1. The State will rescind the termination and this settlement agreement will serve as a voluntary resignation effective June 9, 2011. All reference and materials associated with the Grievant's termination will be removed from her personnel file.
2. The Grievant's personnel file will be sealed and the only information given to prospective employers will be the date of hire, date of resignation, salary at the time of the resignation, and classification.
3. The Grievant agrees she will not apply for or accept any positions in the future with the Iowa Department of Corrections.
4. In consideration of the foregoing, the Union will withdraw the above grievance.
5. This agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises for any other or future considerations 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 claim in this grievance.
6. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitrations, litigation, or other proceedings in the future.

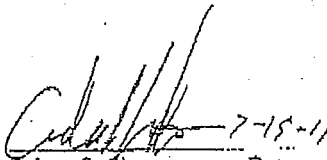
FOR THE STATE



07-12-11

Suzanne L. Brott Date  
Labor Relations Specialist  
DAS-HRE

FOR THE UNION



Adam Swihart Date  
Staff Representative  
AFSCME



Steve Squires 7-15-11

Steve Squires      Date  
Personnel Director  
Newton Correctional Facility

Christine Huffaker 7-14-11

Christine Huffaker      Date  
Grievant

11-0486

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 - Newton Correctional Facility, 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 Jimmy Edwards, hereinafter Grievant, AFSCME No. 96447/DAS-HRE No11-0486, that alleges a violation of Article IV, Section 9 (Discipline and Discharge) and all other applicable articles and sections of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was terminated on June 9, 2011. As a result of the termination the parties have agreed to the following:

1. The State will rescind the termination and this settlement agreement will serve as a voluntary resignation effective June 9, 2011. All reference and materials associated with the Grievant's termination will be removed from his personnel file.
2. The Grievant agrees he will not apply for or accept any positions in the future with the Iowa Department of Corrections.
3. In consideration of the foregoing, the Union will withdraw the above grievance.
4. This agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises for any other or future considerations 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 claim 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, arbitrations, litigation, or other proceedings in the future.

FOR THE STATE

*Suzanne L. Brott*  
 \_\_\_\_\_ 08-27-08  
 Suzanne L. Brott Date  
 Labor Relations Specialist  
 DAS-HRE

FOR THE UNION

*Adam Swihart*  
 \_\_\_\_\_ 7-15-11  
 Adam Swihart Date  
 Staff Representative  
 AFSCME

*Steve Squires* 7-15-11

Steve Squires      Date  
Personnel Director  
Newton Correctional Facility

*Jimmy Edwards*

Jimmy Edwards      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 Corrections- Iowa Medical and Classification Center (DOC-IMCC), 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 Marty Martinson, hereinafter Grievant, AFSCME No. 100492/IDAS No. 11-0013 that alleges violations of Article IV, Section 9 (Discipline and Discharge) of the 2009-11 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 July 13, 2010. 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 termination letter shall be removed from the Grievant's personnel file and replaced with this settlement agreement as well as a notice of discipline suspending the Grievant for a period of thirty (30) days. The Parties agree that this action adequately places the Grievant on notice that there will be no tolerance for future instances of a substantially similar nature.
2. The Grievant shall return to his previous employment as a Correctional Officer at IMCC as soon as practicable following execution of this Agreement. He will be returned to the same schedule (same hours of work and days off). The Parties agree that the Grievant is removed from the IMCC CERT team and will not be permitted to work on or transfer to any position on the east or west sides of the Institution (ie: no units which house patients as opposed to offenders). The Grievant shall not receive any back pay or benefits; however his accrued sick leave balance as of the date of the termination shall be restored.



those employees who wish to revert  
to their scheduled start were effective  
prior to July 15, 2010. may do so and it  
will remain until the second  
step answer is issued.

Lynne Gross - DAS 9-23-10

L.P. - AFSCME 7-23-10

Mark Reid

Steve Dale - Div Labor 23 July 10

Jan Miner - Div of Labor 7/23/10

Jon Nelson - HR Manager 7/23/10

This Agreement pertains to:

11-0015 07/23/10 Chamberlain, Dawn

11-0017 07/23/11 Sidoner, Patti

11-0019 07/23/10 Foster, Kathleen

11-0021 07/23/10 Miller, Darius

11-0023 07/23/10 Runner, Gladys

11-0025 07/23/10 Babb, Deborah

11-0027 07/23/10 Stewart, Patricia



# AFSCME COUNCIL 61 GRIEVANCE FORM

SB/TB  
11-0016

AFSCME LOCAL	3450
CONTRACT	Master
GRIEVANCE NUMBER	117578
CLASSIFICATION	AF1
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Steve Jofner

NAME OF EMPLOYEE (GRIEVANT)	Scott Sidonet
SOB. EMP. NO. (processing delayed if not filled in)	[REDACTED]
HOME ADDRESS	[REDACTED]
CITY, STATE & ZIP	[REDACTED]
WORK LOCATION	1000 E. Grand Ave, DSM

HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Steve Jofner

### STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

All that apply

ARTICLE	VIII
SECTION	1 d

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
*Denial of working flextime & Compensated workweek.*

ADJUSTMENT REQUIRED:  
*to be made whole*

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	<i>Scott Sidonet</i>	DATE	<i>7-13-10</i>	UNION STEWARD'S SIGNATURE	<i>[Signature]</i>	STEWARDS delayed if no	[REDACTED]
STEWARDS HOME ADDRESS	[REDACTED]	CITY, STATE & ZIP	[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	<i>[Signature]</i>	<i>7-13-10</i>	<i>8/2/10</i>
<i>The parties agree the grievant's hours will be 7:00 AM - 3:30 PM Mon - Fri. This schedule will begin with the next pay period. [Signature]</i>			

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

MANAGEMENT'S COPY (Traveling Copy)





# AFSCME COUNCIL 64 GRIEVANCE FORM

RECEIVED  
RECORDED  
7/14/10  
7/14/10

11-0026

AFSCME LOCAL	3150
CONTRACT	Master
GRIEVANCE NUMBER	117580
CLASSIFICATION	A1
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Steve Slater

NAME OF EMPLOYEE (GRIEVANT)	SOC. SEC. NO. (processing delayed if not filled in)
Patricia Stewart	[REDACTED]
HOME ADDRESS	CITY, STATE, & ZIP
[REDACTED]	[REDACTED]
WORK LOCATION	
Iowa Workforce Development 100 East Grand	

## STATEMENT OF GRIEVANCE

CONTRACT VIOLATION	all that apply
ARTICLE	VIII
SECTION	1

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
*Denial of existing flex time*

ADJUSTMENT REQUIRED:  
*To be made whole*

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
<i>Patricia Stewart</i>	7/12/10	<i>Robert All</i>	[REDACTED]
(STEWARD) HOME ADDRESS		(STEWARD) HOME PHONE NUMBER	
[REDACTED]		[REDACTED]	

1st STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
DISPOSITION OF GRIEVANCE	<i>employee went flex scheduled settled at 7:30pm till Aug. 23 then 7:30 to employee will work with management on missing flex time</i>		
	<i>Pat Stewart - [Signature]</i>		

2nd STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
DISPOSITION OF GRIEVANCE			

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



# AFSCME COUNCIL 61 GRIEVANCE FORM

11-0028

AFSCME LOCAL	2985
CONTRACT	Master
GRIEVANCE NUMBER	100488
CLASSIFICATION	Correctional Officer
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Russ Ott

NAME OF EMPLOYEE (GRIEVANT)	ZACH BUEHLER	SOC. SEC. NO. (processing delayed if not filled in)	[REDACTED]	CLASSIFICATION	Correctional Officer
HOME ADDRESS	[REDACTED]	CITY, STATE & ZIP	[REDACTED]	HOME PHONE NUMBER	[REDACTED]
WORK LOCATION	JMCC			IMMEDIATE SUPERVISOR	Russ Ott

## STATEMENT OF GRIEVANCE

CONTRACT VIOLATION	ARTICLE X SECTION 3 All that apply And all other that apply
--------------------	--

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
 Officer Buehler was denied the use of FMLA and has paper work on file.  
 Officer Buehler was forced to take a day without pay and then given a coaching for it.

ADJUSTMENT REQUIRED:  
 Pay all lost wages and benefits. Make Grievant whole.

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
[REDACTED]	7-5-10	[Signature]	[REDACTED]
(STEWARD) HOME ADDRESS	CITY, STATE & ZIP	(STEWARD) HOME PHONE NUMBER	[REDACTED]

1st STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
	[Signature]	7-5-2010	8/2/10
DISPOSITION OF GRIEVANCE:	Agreed to extend time limits. According to JMCC personnel, the hearing was/is to be scheduled in advance. In this case it was not possible.		

2nd STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
	[Signature]	9/16/10	9/16/10
DISPOSITION OF GRIEVANCE:	Prior to 2nd step Management agrees to pull the coaching from file. Grievance Resolved. [Signature]		

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

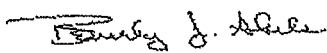
SETTLEMENT AGREEMENT AND FINAL WARNING

The State of Iowa, Department of Administrative Services – Human Resources Enterprise, and the Department of Human Services – Glenwood Resource Center, 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 Karen Schoening, hereinafter Grievant, AFSCME No. 99636/DAS-HRE No. 11-0036, that alleges a violation of Article IV, Section 9 Discipline and Discharge of the 2009-2011 collective bargaining agreement (CBA) between the parties.

This settlement arose out of a situation in which the Grievant was terminated on July 23, 2010. As a result of this action the parties have agreed to the following:

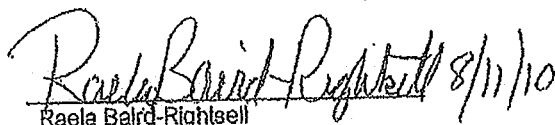
1. The termination is reduced to a suspension without pay from the date of the termination until the grievant is reinstated. The Grievant will be returned with no back pay or benefits.
2. Pending the satisfactory completion of the required background checks (criminal history and abuse), the Grievant will be returned to work at the Glenwood Resource Center.
3. The State will then remove this termination from the Grievant's personnel file.
4. The Grievant will be reinstated to a position in the classification of Food Service Worker. The State will pay the Grievant at the rate she was earning at the time of the termination. Vacation accrual rates will begin the date the Grievant is returned to work at the rate she was earning as of July 23, 2010. The Grievant's sick leave bank will be restored. The Grievant's seniority date will remain as it was on July 23, 2010.
5. [REDACTED]
6. In consideration of the foregoing, the Union will withdraw the above grievance.
7. This agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises for any other or future considerations 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 claim in this grievance.
8. 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.

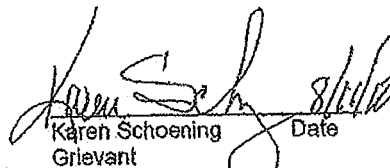
FOR THE STATE

  
\_\_\_\_\_  
Date  
Beverly J. Abels  
Labor Relations Specialist  
DAS-HRE

  
\_\_\_\_\_  
Date  
Glenwood Resource Center

FOR THE UNION

  
\_\_\_\_\_  
Date  
Raela Baird-Rightzell  
Staff Representative  
AFSCME Iowa Council 61

  
\_\_\_\_\_  
Date  
Karen Schoening  
Grievant

11-0071

STATE OF IOWA  
&  
STATE POLICE OFFICERS COUNCIL

[REDACTED] RETURN TO WORK AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resources Enterprise, hereinafter the State, and the State Police Officers Council (SPOC), hereinafter the Union, and Curtis Seddon, hereinafter the Grievant, enter into the following Last Chance and Return to Work Agreement in full and final resolution of the grievance (IDAS No. 11-0071) that alleged a violation of the 2009-2011 Collective Bargaining Agreement between the parties.

The parties have agreed to the following:

- 1) [REDACTED]
- 2) [REDACTED]
- 3) [REDACTED]
- 4) The Return to Work provisions of this Agreement shall be effective on April 15, 2011, at which time the Employee will be returned to the payroll in a Fire Inspector 2 position with the State Fire Marshal Division. The termination letter dated August 5, 2010, will be rescinded and replaced with this Agreement which will constitute a thirty (30) day unpaid suspension. The Grievant will return to the workplace on [REDACTED].  
[REDACTED] The Grievant will be in an approved leave without pay status until he is released to return to work.
- 5) The Grievant's original seniority date will be restored. The period following the Grievant's thirty (30) day unpaid suspension through April 14, 2011, will be considered approved leave without pay. For

purposes of determining retirement and disability benefits, in accordance with Iowa Code 97A.4, the Grievant shall not receive any credit for service for the period during which the Grievant was absent without pay.

- 6) Upon return to work, the Grievant will have restored the amount of sick leave he had on the books at the time of termination, and the vacation balance will be zero. The Grievant will earn vacation and sick leave at the same accrual rates as were in effect at the time of termination.
- 7) In consideration of the foregoing, the Union will withdraw the above referenced grievance.
- 8) This Agreement is a good faith settlement of all issues arising from the employment situation described herein. The Grievant and the Union acknowledge that this Agreement covers all injuries and damages, whether known or not, and which may hereafter appear to develop, arising from the facts associated with this employment situation.
- 9) This Agreement shall not set precedent in any pending or future dispute between the parties and shall not be admissible as evidence in any grievance, arbitration, litigation, or other proceedings in the future between the parties except for matters pertaining to the employment or termination of the Grievant.

FOR THE STATE:

Andrea Macy 4/1/11  
Date  
Andrea Macy  
Labor Relations Specialist  
Department of Administrative Services  
Human Resources Enterprise

Larry Noble 4/1/11  
Date  
Larry Noble  
Commissioner  
Department of Public Safety

FOR THE UNION AND GRIEVANT:

Susanna Brown 4/4/11  
Date  
Susanna Brown  
Executive Director  
State Police Officers Council

Curtis Seddon 4/3/11  
Date  
Curtis Seddon  
Grievant

STATE OF IOWA  
AND  
AFSCME/IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services-Human Resources Enterprise; Department of Transportation - Highway Division - Marshalltown Construction Office, 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 Robert Kerwood, hereinafter Grievant, AFSCME NO. 108502/DAS No. 11-0130 that alleges a violation of Article IV, Section 9 (Discipline and Discharge) of the 2009-2011 Collective Bargaining agreement between the parties.

This settlement arose out of a situation in which the Grievant was terminated on October 15, 2010. As a result of this action the parties have agreed to the following:

1. The State agrees to rescind the termination in the Grievant's personnel file and replace it with a voluntary letter of resignation from the Grievant effective the date of the termination.
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 this grievance. No promises for any other or future considerations 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 claim 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

Suzanne L. Brott  
11-16-10  
Suzanne L. Brott Date  
Labor Relations Specialist  
DAS-HRE

Linda Anderson 11-17-10  
Linda Anderson Date  
Employee Relations Specialist  
Dept. of Transportation

Wes Musgrove 11 NOV 2010  
Wes Musgrove Date  
District 1 Construction Engineer  
Dept. of Transportation

FOR THE UNION

Adam Swihart 11-17-10  
Adam Swihart Date  
Staff Representative  
AFSCME/Iowa Council 61

Robert Kerwood 11/17/10  
Robert Kerwood Date  
Grievant

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resources Enterprise (DAS-HRE), and General Services Enterprise (DAS-GSE), hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Raymond Woodrich, hereinafter the Grievant, AFSCME No. 100687/DAS No. 11-0039, that alleged a violation of Article VII, Section 5 (Definition of Permanent Vacancy) of the 2009-2011 Collective Bargaining Agreement (CBA) between the parties.

This Settlement arose out of a situation in which the State notified the Grievant on July 15, 2010, that he was being reassigned from first to second shift effective July 30, 2010.

The parties have agreed to the following:

1. The letter dated July 15, 2010, notifying the Grievant of his reassignment from first to second shift will be rescinded 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 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:

Andrea Macy 10/15/10  
 Andrea Macy Date  
 Labor Relations Specialist  
 DAS-HRE

Greg Lewis Oct 15, 2010  
 Greg Lewis Date  
 Staff Representative  
 AFSCME-Iowa Council 61

Patricia Wang 10/13/10  
 Patricia Wang Date  
 Chief Operating Officer  
 DAS-GSE

Raymond Woodrich Oct. 18, 2010  
 Raymond Woodrich Date  
 Grievant



# AFSCME COUNCIL 61 GRIEVANCE FORM

SB/SP  
11-0040

AFSCME LOCAL	2990
CONTRACT	2009-2011
GRIEVANCE NUMBER	101448
CLASSIFICATION	RTW
HOME PHONE NUMBER	( )
IMMEDIATE SUPERVISOR	GLORIA CONRAD, RS

NAME OF EMPLOYEE (GRIEVANT)	MIKE QUINN
HOME ADDRESS	[REDACTED]
WORK LOCATION	201 FR CYCLE 4 WRC

SOC. SEC. NO. (processing delayed if not filled in)	[REDACTED]
CITY, STATE & ZIP	[REDACTED]

### STATEMENT OF GRIEVANCE

### CONTRACT VIOLATION

ARTICLE	IV
SECTION	9

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
 ON JULY 30, 2010, employee was suspended for one (1) workday for unjust cause. THIS IS A VIOLATION OF ARTICLE IV, SECTION 9 and any of all others that may apply.

ADJUSTMENT REQUIRED:  
 MAKE EMPLOYEE WHOLE IN ALL MATTERS, GIVE BACK ONE DAY'S PAY

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing delayed)
[REDACTED]	7/27/10	Rebecca Keenan	[REDACTED]
(STEWARD) HOME ADDRESS	CITY, STATE & ZIP	(STEWARD) 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
[REDACTED]	7/27/10	

DISPOSITION OF GRIEVANCE:  
 [Handwritten notes: 7/27/10, 11/4/10]

### 3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[Handwritten Signature]	11/4/10	

DISPOSITION OF GRIEVANCE:  
 The parties agree that due to some miscommunication this one day suspension will be reduced to a written reprimand and the Steward will be reimbursed (in days) pay and any...

MANAGEMENT'S COPY (Traveling Copy)

as per rule he was receiving at the time of the suspension.



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 Correctional Institution for Women, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Craig Biggs, hereinafter Grievant, AFSCME No. 105215/DAS No. 11-0041, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) and Article XI, Section 1 (Work Rules) of the 2009-2011 Collective Bargaining Agreement between the parties.

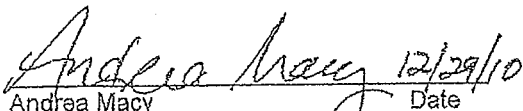
This Settlement arose out of a situation in which the Grievant was issued a three (3) day suspension on July 22, 2010 (with the suspension served on August 3 through August 5, 2010).

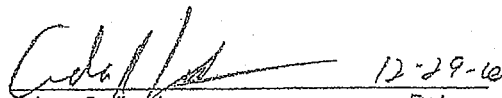
The parties have agreed to the following:

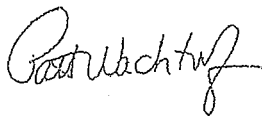
1. The three (3) day suspension will be reduced to a one (1) day suspension upon execution of this Settlement Agreement, and the Grievant will be reimbursed two (2) days of back pay and accruals at the rate the Grievant was earning at the time the suspension was served.
2. In consideration of the foregoing, 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:

  
Andrea Macy  
Labor Relations Specialist  
Department of Administrative Services  
Human Resources Enterprise

  
Adam Swihart  
Staff Representative  
AFSCME Iowa Council 61



11/30/2010

Patti Wachtendorf  
Warden  
Iowa Correctional Institution for Women

Craig Biggs  
Grievant



# AFSCME COUNCIL 61 GRIEVANCE FORM

BA/SA  
11-0042

AFSCME LOCAL	2984
CONTRACT	master
GRIEVANCE NUMBER	114758
CLASSIFICATION	Acting Tech II
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Dore Freeman

NAME OF EMPLOYEE (GRIEVANT)	Drends L Frye	SOC. SEC. NO. (processing delayed if not filled in)	[REDACTED]	CLASSIFICATION	Acting Tech II
HOME ADDRESS	[REDACTED]	CITY, STATE, & ZIP	[REDACTED]	HOME PHONE NUMBER	[REDACTED]
WORK LOCATION	IUH			IMMEDIATE SUPERVISOR	Dore Freeman

### STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

ARTICLE	IV	SECTION	9 & others
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:

employee given 1 day suspension on 7-23-10

ADJUSTMENT REQUIRED:

remove discipline  
Make whole in all matters

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARD'S SOC. SEC. NO. (processing delayed if not filled in)
[Signature]	7-28-10	[Signature]	[REDACTED]
(STEWARDS) HOME ADDRESS	CITY, STATE, & ZIP	(STEWARDS) HOME PHONE	[REDACTED]

1st STEP

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

DISPOSITION OF GRIEVANCE

2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[Signature]	7-29-10	9/7/2011

DISPOSITION OF GRIEVANCE

Resolved by mutual agreement. The 1-day suspension will be reduced to a written reprimand. The grievant will receive back pay and benefits for one day. The reprimand will be removed from the grievant's file 9 months from today. This settlement is non-precedent.

3rd STEP

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

DISPOSITION OF GRIEVANCE

[Signatures and dates: 9/7/10, 9/7/10, 9/7/10]

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 Brad Hocker, hereinafter the Grievant, AFSCME No. 100554/IDAS No. 11-0044, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was removed from the payroll effective July 23, 2010, [REDACTED]

The parties have agreed to the following:

1. Upon execution of this Settlement Agreement, the letter removing the Grievant from the payroll will be rescinded and replaced with this Agreement which will constitute a letter of resignation effective July 23, 2010.
2. The Grievant agrees to no future application to or employment with the Department of Corrections.
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 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:

Andrea Macy 11/23/10  
Andrea Macy Date  
Labor Relations Specialist  
Department of Administrative Services  
Human Resources Enterprise

FOR THE UNION:

Otto Groenewald 11-23-10  
Otto Groenewald Date  
Staff Representative  
AFSCME Iowa Council 61

William Sperfslage 11/23/10  
William Sperfslage Date  
Deputy Warden  
Iowa State Penitentiary

\_\_\_\_\_  
Brad Hocker Date  
Grievant



# AFSCME COUNCIL 61 GRIEVANCE FORM

KK/EV  
11-0045

AFSCME LOCAL	2905
CONTRACT	Mastel
GRIEVANCE NUMBER	100494
CLASSIFICATION	Connections Officer
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Clay Wilkinsworth

NAME OF EMPLOYEE (GRIEVANT)	KEVIN S WILSON
HOME ADDRESS	[REDACTED]
WORK LOCATION	IMCC
SOC. SEC. NO. (processing delayed if not filled in)	[REDACTED]
CITY, STATE & ZIP	[REDACTED]

## STATEMENT OF GRIEVANCE

CONTRACT VIOLATION	ARTICLE 17 and all other that apply	SECTION 9 and all others that apply
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
 On 7-18-10 grievant was issued a written reprimand [REDACTED]  
 Three dates in question should have been listed as FMLA

ADJUSTMENT REQUIRED:  
 Remove all related discipline from all files. Make grievant whole

EMPLOYEE (GRIEVANT) SIGNATURE (option#1)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
[REDACTED]	7-18-10	[REDACTED]	[REDACTED]
(STEWARD) HOME ADDRESS	CITY, STATE & ZIP	[REDACTED]	(STEWARD) HOME PHONE NUMBER
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

1st STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
	[REDACTED]	7/18/10	

DISPOSITION OF GRIEVANCE:  
 [REDACTED]

2nd STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
	[REDACTED]	7/31/10	3/10/11

DISPOSITION OF GRIEVANCE:  
 The state agrees to remove the written reprimand immediately.  
 This settlement is non-precedent setting. The Union  
 withdraws the grievance from the grievance process.

<del>3rd STEP</del>	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
	[REDACTED]		

DISPOSITION OF GRIEVANCE:  
 Clay Wilkinsworth CO 1 [REDACTED]

SEND TO COUNCIL 61

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resource Enterprise, 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 Kim Thornburg, hereinafter Grievant, AFSCME No. 113731/DAS-HRE No. 11-0047, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was given a five (5) day suspension without pay on July 28, 2010, with the suspension served on July 23, and July 26 through July 29, 2010.

The parties have agreed to the following:

1. The five (5) day suspension without pay will be reduced to a one (1) day suspension without pay, and the Grievant will be reimbursed for four (4) days of back pay and accruals at the same rate she was earning at the time of the suspension, 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 12/28/10  
Stephanie L. Reynolds Date  
Labor Relations Specialist  
DAS-HRE

Ron Mullen 12/29/10  
Ron Mullen Date  
Superintendent  
Mt. Pleasant Correctional Facility

FOR THE UNION

Steve Siegel 1-12-11  
Steve Siegel Date  
Staff Representative  
AFSCME Iowa Council 61

Kim Thornburg \_\_\_\_\_ Date  
Kim Thornburg  
Grievant

MPCF Personnel 1/12/11

AFSCME Iowa Council 61

NOV 12 2010

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and Department of Human Resources, Child Support Recovery Unit, 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 Julie Davis, hereinafter the Grievant, AFSCME No. 111275/IDAS No. 11-0051, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a one (1) day suspension on July 30, 2010 (with the suspension served on August 2, 2010).

The parties have agreed to the following:

1. The one (1) day suspension will be reduced to a written reprimand, and the Grievant will be reimbursed one (1) day of back pay and accruals at the rate she was earning at the time the discipline was issued, 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:

FOR THE UNION:

Andrea Macy 10/27/10  
 Andrea Macy Date  
 Labor Relations Specialist  
 Department of Administrative Services  
 Human Resources Enterprise

Greg Lewis 10-27-10  
 Greg Lewis Date  
 Staff Representative  
 AFSCME Iowa Council 61

Vern Armstrong 10-21-10  
 Vern Armstrong Date  
 Division Administrator  
 Department of Human Services

Julie L. Davis  
 Julie Davis Date  
 Grievant

RECEIVED

NOV 17 2010

IA DEPT. OF  
ADMINISTRATIVE SERVICES

NOV 02 2010

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and Department of Human Resources, Child Support Recovery Unit, 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 Brenda Peterson, hereinafter the Grievant, AFSCME No. 113440/IDAS No. 11-0057, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a one (1) day suspension on July 30, 2010 (with the suspension served on August 2, 2010).

The parties have agreed to the following:

1. The one (1) day suspension will be reduced to a written reprimand, and the Grievant will be reimbursed one (1) day of back pay and accruals at the rate she was earning at the time the discipline was issued, 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:

Andrea Macy 10/27/10  
Date  
Andrea Macy  
Labor Relations Specialist  
Department of Administrative Services  
Human Resources Enterprise

FOR THE UNION:

Greg Lewis 10-25-10  
Date  
Greg Lewis  
Staff Representative  
AFSCME Iowa Council 61

Vern Armstrong 10-28-10  
Date  
Vern Armstrong  
Division Administrator  
Department of Human Services

Brenda J. Peterson 10-28-10  
Date  
Brenda Peterson  
Grievant

RECEIVED

NOV 4 2010

IA DEPT. OF  
ADMINISTRATIVE SERVICES

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 – Newton Correctional Facility, 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 Barker, hereinafter Grievant, AFSCME No. 100938/DAS-HRE No. 11-0059, that alleges a violation of Article IV, Section 9 (Discipline and Discharge) and all that apply of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a one (1) day suspension without pay on August 3, 2010 which was served on August 4, 2010. As a result of the termination the parties have agreed to the following:

1. The State will reduce the one (1) day suspension without pay to a written reprimand on December 23, 2010 if there have been no further violations of like nature. The Grievant will not be reimbursed the one day's pay or any missed accruals.
2. In consideration of the foregoing, the Union will withdraw the above grievance.
3. This agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises for any other or future considerations 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 claim 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, arbitrations, litigation, or other proceedings in the future.

FOR THE STATE

*Suzanne L. Brott*  
 \_\_\_\_\_ 11-03-10  
 Suzanne L. Brott Date  
 Labor Relations Specialist  
 DAS-HRE

\_\_\_\_\_  
 Steve Squires Date  
 Personnel Director  
 Newton Correctional Facility

FOR THE UNION

*Adam Swartz*  
 \_\_\_\_\_ 11-8-10  
 Adam Swartz Date  
 Staff Representative  
 AFSCME

*Jeff Barker*  
 \_\_\_\_\_ 11-11-10  
 Jeff Barker Date  
 Grievant



STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

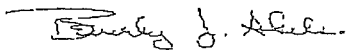
GRIEVANCE SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services-Human Resources Enterprise and Department of Human Services-Glenwood Resource Center, 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 Ryan Woods, hereinafter Grievant, AFSCME No. 99637//DAS No. 11-0062 that alleged a violation of Article IV, Section 9 "Discipline and Discharge" of the 2009- 2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was given a three day suspension on August 6, 2010. [REDACTED] Based on this situation, the parties agree to the following:

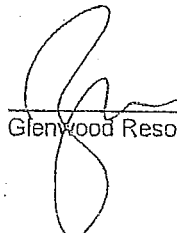
1. The suspension will be reduced to a one day suspension and the grievant will receive back pay, and benefits for two days.
2. If at any time prior to August 6, 2011, the grievant [REDACTED], the grievant will receive a five day suspension. The parties agree this discipline will not be subject to the grievance procedure.
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 this grievance. No promises for 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 claim in this grievance.
5. The terms of this Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or other proceeding in the future.

FOR THE STATE:

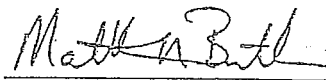


January 18, 2011

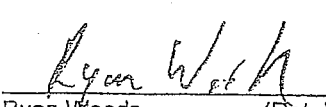
Beverly Abels (Date)  
Program Delivery Services Division  
Department of Administrative Services

  
Glenwood Resource Center (Date)

FOR THE UNION:

 Jan. 19, 2011

Matthew Butler (Date)  
Staff Representative  
AFSCME Council 61

  
Ryan Woods (Date)  
Grievant



# AFSCME COUNCIL 61 GRIEVANCE FORM

AM/3B  
11-0065

AFSCME LOCAL	2993
CONTRACT	Master
GRIEVANCE NUMBER	110665
CLASSIFICATION	LPN
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Debra Neff

NAME OF EMPLOYEE (GRIEVANT) Sheila Alesch	SOC. SEC. NO. (processing delayed if not filled in) [REDACTED]
HOME ADDRESS [REDACTED]	CITY, STATE & ZIP [REDACTED]
WORK LOCATION Night shift Nursing at Devotee Mental Health	

## STATEMENT OF GRIEVANCE

CONTRACT VIOLATION in and all that may apply

ARTICLE	9	SECTION	11-D
---------	---	---------	------

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:

Sheila was denied vacation on September 26<sup>th</sup> when had put  
in her request on the Month of July 28<sup>th</sup>, 2 less senior people got vacation

ADJUSTMENT REQUIRED: Make whole in all matters

EMPLOYEE (GRIEVANT) SIGNATURE (optional) Sheila Alesch	DATE 8-17-10	UNION STEWARD'S SIGNATURE Ann M. Gerber-Dornack	STEWARDS SOC. SEC. NO. (processing delayed if not filled in) [REDACTED]
(STEWARDS) HOME ADDRESS [REDACTED]	CITY, STATE & ZIP [REDACTED]	(STEWARDS) HOME PHONE NUMBER [REDACTED]	

1st STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
DISPOSITION OF GRIEVANCE:			
RECEIVED			
AUG 19 2010			
IA DEPT. OF ADMINISTRATIVE SERVICES			

X 2nd STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE Andrea May	DATE RECEIVED 8/17/10	DATE ANSWERED
DISPOSITION OF GRIEVANCE:			
Vacation requests will be processed once all shifts have had an opportunity to submit requests for those requests that have been submitted at least 60 days in advance.			

3rd STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE Preston DeBoer	DATE RECEIVED 11/17/10	DATE ANSWERED
DISPOSITION OF GRIEVANCE:			
Withdrawn upon Settlement			

MANAGEMENT'S COPY (Traveling Copy)

11-0066

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
GRIEVANCE SETTLEMENT AGREEMENT

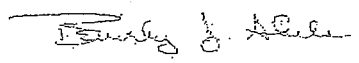
The State of Iowa, Department of Administrative Services-Human Resources Enterprise and Department of Human Services-Glenwood Resource Center, hereinafter State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by David Woods, hereinafter Grievant, AFSCME No. 99570/DAS No. 11-0066 that alleged a violation of Article IV, Section 9 "Discipline and Discharge" of the 2009- 2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was given a three day suspension on August 17, 2010. Based on this situation, the parties agree to the following:

1. The suspension will be reduced to two day suspension and the grievant will receive back pay and benefits for one day.
2. The grievant's file/ work record will be reviewed again on or about February 17, 2011. If the grievant has not again violated the rules/policies referenced in the suspension letter in the interim, the discipline will be further reduced to a one day suspension and the grievant will receive back pay and benefits for one additional day,
3. The grievant's file/work record will again be reviewed on or about August 17, 2011. If the grievant has not again violated the work rules referenced in the original suspension letter in the interim, the suspension will be reduced to a written reprimand and the grievant will receive back pay and benefits for one additional day. The written reprimand will remain in the grievant's file until August 17, 2012.
4. [REDACTED]
5. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
6. This Agreement is a good faith settlement of all issues arising from the facts alleged in this grievance. No promises for 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 claim in this grievance.
7. 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.

FOR THE STATE:

FOR THE UNION:





September 14, 2010  
Beverly Abels (Date)  
Program Delivery Services Division  
Department of Administrative Services

Matthew Butler (Date)  
Staff Representative  
AFSCME Council 61

Glenwood Resource Center (Date)

David Woods (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 Roger McPherson, hereinafter the Grievant, AFSCME No. 100355/IDAS No. 11-0072, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a written reprimand on August 5, 2010.

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. The parties will consider the Grievant to have been coached/counseled on August 5, 2010, [REDACTED]
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:

Andrea Macy 11/18/10  
Andrea Macy Date  
Labor Relations Specialist  
Department of Administrative Services  
Human Resources Enterprise

Otto Groenewald 11-24-10  
Otto Groenewald Date  
Staff Representative  
AFSCME Iowa Council 61

William Sperlage 11/17/10  
William Sperlage Date  
Deputy Warden  
Iowa State Penitentiary

Roger McPherson 11-24-10  
Roger McPherson Date  
Grievant

11-0094  
8.2

RECEIVED  
RECORDED  
9-7-10  
9-7-10



# AFSCME COUNCIL 61 GRIEVANCE FORM

129 30/10

AFSCME LOCAL	2984
CONTRACT	09-11
GRIEVANCE NUMBER	114777
CLASSIFICATION	RTW/CMA
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Linda Larson

NAME OF EMPLOYEE (GRIEVANT)	Teresa Bloomquist	SOC. SEC. NO. (processing delayed if not filled in)	[REDACTED]
HOME ADDRESS	[REDACTED]	CITY, STATE, & ZIP	[REDACTED]
WORK LOCATION	Iowa Veterans Home		

## STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

ARTICLE	4	SECTION	9
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
 Suspension for one day [REDACTED]

ADJUSTMENT REQUIRED:  
 recend suspension + make whole in all matters.

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
T. Bloomquist	9-2-10	Kranawish	[REDACTED]
(STEWARD) HOME ADDRESS		CITY, STATE, & ZIP	(STEWARD) HOME PHONE NUMBER
[REDACTED]		[REDACTED]	[REDACTED]

1st STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED

DISPOSITION OF GRIEVANCE

2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[Signature]	9/7/10	9/7/10

DISPOSITION OF GRIEVANCE  
 Resolved by mutual agreement. The grievant will be allowed to use accrued vac. time for part of the day of suspension. The settlement is non precedent. The grievance is withdrawn.

3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[Signature]	9-7-10	

DISPOSITION OF GRIEVANCE  
 [Signature] 9-7-10



# AFSCME COUNCIL 61 GRIEVANCE FORM

BA/SH  
11-0096

AFSCME LOCAL	1185
CONTRACT	09-11 Master
GRIEVANCE NUMBER	113443
CLASSIFICATION	F T S W 3
HOME PHONE NUMBER	( ) [REDACTED]
IMMEDIATE SUPERVISOR	Tricia Beck

NAME OF EMPLOYEE (GRIEVANT)	SOC. SEC. NO. (processing delayed if not filled in)
Johnetta Benson	[REDACTED]
HOME ADDRESS	CITY, STATE & ZIP
[REDACTED]	[REDACTED]
WORK LOCATION	
DNR/Wallace Building	

## STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

ARTICLE	SECTION
8	1

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:

On 8/20/10 The grievant was given a schedule change without proper justification. We find this in violation of the article listed articles of section and any others that may apply

ADJUSTMENT REQUIRED:

To be made whole

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
[REDACTED]	9/2/10	[Signature]	[REDACTED]
(STEWARD) HOME ADDRESS	CITY, STATE & ZIP	(STEWARD) HOME PHONE NUMBER	
[REDACTED]	[REDACTED]	[REDACTED]	

### 1st STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED

DISPOSITION OF GRIEVANCE

### 2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[Signature]	9-2-10	10/18/10

DISPOSITION OF GRIEVANCE

Resolved by Mutual agreement. The schedule change will be implemented on a mutual basis until Feb 3, 2010. Management will reassess staffing needs at that time. This settlement is non-precedent. This grievance is withdrawn.

### 3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[Signature]	10-10-10	10/18/10

DISPOSITION OF GRIEVANCE

MANAGEMENT'S COPY (Traveling Copy)



# AFSCME COUNCIL 61 GRIEVANCE FORM

BA/SA  
11-0098

AFSCME LOCAL 2984
CONTRACT 09-11
GRIEVANCE NUMBER 114778
CLASSIFICATION RTW
HOME PHONE NUMBER ( )
IMMEDIATE SUPERVISOR

NAME OF EMPLOYEE (GRIEVANT) Millsa Sires-Woods	SOC. SEC. NO. (crossing delayed if not filled in)
HOME ADDRESS	CITY, STATE & ZIP
WORK LOCATION Iowa Veterans Home	

### STATEMENT OF GRIEVANCE

### CONTRACT VIOLATION

ARTICLE 4	SECTION 9 + All photography
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
 3 day suspension for [redacted]

ADJUSTMENT REQUIRED:  
 Please rescind 3 day suspension & make whole in all matters.

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE 9-7-10	UNION STEWARD'S SIGNATURE Kavanaugh	STEWARDS SOC. SEC. NO. (crossing delayed if not filled in)
STEWARDS HOME ADDRESS	CITY, STATE & ZIP	STEWARDS HOME PHONE NUMBER	

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

2nd STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE JL - FAX Janey J. Heale	DATE RECEIVED 9-7-10	DATE ANSWERED 10-14-2010
DISPOSITION OF GRIEVANCE Resolved by mutual agreement. The previous one day suspension will be removed from the grievants file. The 3 day suspension will be reduced to a one-day suspension with no back pay or benefits. This settlement is withdrawn not precedent. The grievance is withdrawn.			
	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED 10-14-10	DATE ANSWERED 10-14-10
DISPOSITION OF GRIEVANCE			

MANAGEMENT'S COPY (Traveling Copy)



# AFSCME COUNCIL 81 GRIEVANCE FORM

BA/SP  
11-0102

AFSCME LOCAL	22991
CONTRACT	Master
GRIEVANCE NUMBER	98539
CLASSIFICATION	Att.
EMPLOYEE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Todd Hayes

NAME OF EMPLOYEE (GRIEVANT) Michael Clausen all that apply  
 HOME ADDRESS [REDACTED]  
 WORK LOCATION 3/441 Glenwood Resource Center

### STATEMENT OF GRIEVANCE

CONTRACT VIOLATION  
 ARTICLE Art. 14.1 SECTION 12 all that apply  
Art. 14.2 apply

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE  
On 9-13-10 made a new work rule not allowing staff to bring in personal entertainment items without notify the council 61.14 days prior to implementing it.  
 ADJUSTMENT REQUIRED:  
To make employees whole

EMPLOYEE (GRIEVANT) SIGNATURE (optional) <u>Michael Clausen</u>	DATE <u>9-21-10</u>	UNION STEWARD'S SIGNATURE <u>Michael Clausen</u>	STEWARD'S REG. REG. NO. (optional) [REDACTED]
(STEWARD) HOME ADDRESS [REDACTED]	CITY, STATE & ZIP [REDACTED]	(STEWARD) HOME PHONE NUMBER [REDACTED]	

**1st STEP**

MANAGEMENT REPRESENTATIVE'S SIGNATURE <u>J.M. Moran</u>	DATE RECEIVED <u>9/24/10</u>	DATE ANSWERED <u>9/7/10</u>
DISPOSITION OF GRIEVANCE <u>Conceded as decided based on the information present at hearing on 9/3/10. See attached notes.</u>		

**2nd STEP**

MANAGEMENT REPRESENTATIVE'S SIGNATURE <u>Family Health</u>	DATE RECEIVED <u>9-14-10</u>	DATE ANSWERED <u>10-12-2010</u>
DISPOSITION OF GRIEVANCE <u>Resolved by mutual agreement. The issues of this grievance will be referred to Labor/Management for discussion in lieu of the grievance procedure.</u>		

MANAGEMENT REPRESENTATIVE'S SIGNATURE [REDACTED]	DATE RECEIVED [REDACTED]	DATE ANSWERED [REDACTED]
DISPOSITION OF GRIEVANCE: [REDACTED]		

MANAGEMENT'S COPY (Traveling Copy)





**AFSCME COUNCIL 61 BA/SP  
GRIEVANCE FORM**  
11-0107

MANAGER (GRIEVANT)	BOC. SEC. NO. (Processing delayed if not filled in)
NAME: <b>WILSON</b>	[REDACTED]
HOW MANY YEARS WITH COMPANY?	EMPLOYEE'S TITLE
[REDACTED]	[REDACTED]
WORKING UNIT	EMPLOYEE'S SUPERVISOR
NAME: <b>HALEY</b>	NAME: <b>GARY YOUNG</b>

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION ARTICLE **4** SECTION **9**

ALL OTHERS **7-1-10**

STATE TITLE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
[REDACTED]

ADJUSTMENT REQUIRED:  
Employee wants 1 day pay back.

EMPLOYER (GRIEVANT SIGNATURE (optional))	DATE	UNION REPRESENTATIVE'S SIGNATURE	DATE
[REDACTED]	11/10	[REDACTED]	11/10
EMPLOYEE HOME ADDRESS	CITY/STATE/ZIP	EMPLOYEE HOME PHONE NUMBER	
22000 Street	Greenwood, IA 52534	721-580-0780	

EMPLOYEE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[REDACTED]	[REDACTED]	[REDACTED]

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[REDACTED]	9-16-10	10/12/2010

STATEMENT OF GRIEVANCE:  
Employee was not notified of the management's decision. The management will be held responsible to notify the employee with the day's pay back benefits.

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[REDACTED]	10/11/10	10/12/10

MANAGEMENT'S COPY (Traveling Copy)

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

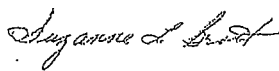
The State of Iowa, Department of Administrative Services-Human Resources Enterprise, and the Iowa Workforce Development Department, hereinafter State, and the American Federation of State, County and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Ellen Batten, hereinafter Grievant, AFSCME No. 108911/DAS-HRE No. 11-0109, which alleges a violation of Article IV, Section 9 (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which Management gave the Grievant a written reprimand on September 16, 2010. As a result of this situation the parties have agreed to the following:

1. The State agrees to remove the written reprimand from the Grievant's personnel file on January 16, 2011 if there are no further violations of like nature.
2. In consideration of the foregoing, the Union will withdraw the above referenced grievances.
3. This Agreement is a good faith settlement of all issues arising from the facts alleged in these grievances. No promises for any other or future considerations 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 claim in these grievances.
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 grievance, arbitration, litigation or other proceeding in the future.

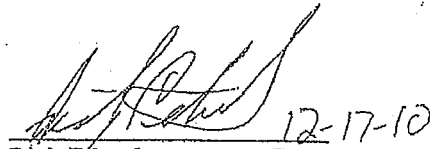
FOR THE STATE

FOR THE UNION



11-16-10

Suzanne Brott      Date  
Labor Relations Specialist  
DAS-HRE



Rick Filander      Date  
Staff Representative  
AFSCME Iowa Council 61



Jon Nelson      Date  
Human Resources Manager  
Iowa Workforce Development



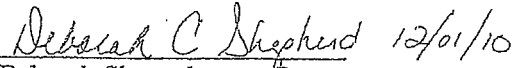
Ellen Batten      Date  
Grievant  
Iowa Workforce Development



Eric Oleson  
Unemployment Insurance Manager  
Iowa Workforce Development

12/1/10

Date



Deborah Sheperd  
Steward  
Iowa Workforce Development

Date

12/01/10



# AFSCME COUNCIL 61 GRIEVANCE FORM

BA/SA  
11-0110

AFSCME LOCAL	2984
CONTRACT	09-11
GRIEVANCE NUMBER	114780
CLASSIFICATION	RTW
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Kris Rhode

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

## STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

ARTICLE	4	SECTION	9 - all that apply
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
 On 9-7-10 [REDACTED]

ADJUSTMENT REQUIRED:  
 Remove discipline & make whole in all matters

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	Veronica Kadner	DATE	9-21-10	UNION STEWARD'S SIGNATURE	Kadner	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)	[REDACTED]
(STEWARD) HOME ADDRESS	[REDACTED]	CITY, STATE, & ZIP		(STEWARD) HOME PHONE NUMBER			

### 1st STEP

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

DISPOSITION OF GRIEVANCE

### 2nd STEP

JL - FAX

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[Signature]	9-21-10	10/14/2010

DISPOSITION OF GRIEVANCE  
 Resolved by mutual agreement. The suspension will be removed from the grievant's file. The grievant will receive back pay and benefits for one day. This settlement is non-precedent. The grievance is withdrawn.

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[Signature]	10-14-10	

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, 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 grievances filed by Derek Kirchner, hereinafter the Grievant, AFSCME Nos. 113786, 113785, 113784, 113783/DAS-HRE Nos. 11-0116, 11-0116, 11-0117, 11-0141, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was given a written reprimand on September 24, 2010, a one (1) day suspension without pay on September 24, 2010, with the suspension served on September 25, 2010, a three (3) day suspension without pay on September 24, 2010, with the suspension served September 26 through September 28, 2010, and a five (5) day suspension without pay on September 24, 2010, with the suspension served October 1 through October 5, 2010.

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. The three (3) day suspension without pay and the five (5) day suspension without pay will be reduced to a one (1) day suspension without pay and the Grievant will be reimbursed for eight (8) days of back pay and accruals at the same rate he was earning at the time of the suspension, upon execution of this Agreement.
3. In consideration of the foregoing, the Union will withdraw the above referenced grievances.
4. 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 these grievances.
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.

MPCF Personnel 11/2/11

FOR THE STATE

Stephane L. Reynolds 12/22/10  
Stephanie L. Reynolds Date  
Labor Relations Specialist  
DAS-HRE

FOR THE UNION

Steve Siegel 1-12-11  
Steve Siegel Date  
Staff Representative  
AFSCME Iowa Council 81

Ron Mullin 12/22/10  
Ron Mullin Date  
Superintendent  
Mt. Pleasant Correctional Facility

Derek Kirchner Date  
Derek Kirchner Date  
Grievant

MPCF Personnel 1/12/11 JC

Jan. 12, 2011

AFSCME 87816  
DAS 11-0156

A formal resolution has been put  
into place regarding the above  
grievance; Sem Rupp

Jane Creighton HR  
MPCF

TPattman  
AFSCME

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

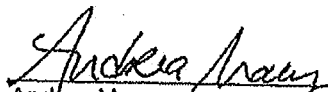
The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and General Services Enterprise, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Sean Culbertson, hereinafter the Grievant, AFSCME No. 113446/DAS No. 7120160, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement (CBA) between the parties.

This Settlement arose out of a situation in which the Grievant's employment was terminated on November 12, 2010.

The parties have agreed to the following:

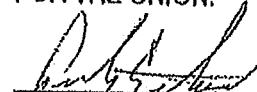
1. The Grievant will resign in lieu of termination effective December 30, 2010. The termination letter dated November 12, 2010, will be rescinded and replaced with this Settlement Agreement which will constitute a letter of resignation (with good cause attributable to the Employer for purposes of unemployment benefits).
2. The Grievant will be reimbursed back pay for the period of November 12, 2010, through December 30, 2010, at the rate he was earning at the time of termination.
3. The State agrees not to provide information in protest of the Grievant's claim for unemployment benefits. If the State has already contested the Grievant's application for unemployment benefits, the State will withdraw its appeal.
4. The Grievant agrees to no future application to or employment with the Department of Administrative Services and the Department of Corrections.
5. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
6. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
7. The terms of this 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:

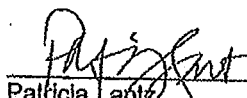
  
Andrea Macy  
Labor Relations Specialist  
Department of Administrative Services  
Human Resources Enterprise

12/21/10  
Date

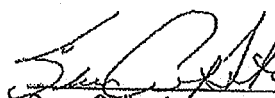
FOR THE UNION:

  
Rick Ellander  
Staff Representative  
AFSCME Iowa Council 61

12-21-10  
Date

  
Patricia Lantz  
Chief Operating Officer  
Department of Administrative Services  
General Services Enterprise

12.21.10  
Date

  
Sean Culbertson  
Grievant

12-22-10  
Date



STATE OF IOWA  
AND  
DOUGLAS MONAHAN NON-CONTRACT GRIEVANCE  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services-Human Resources Enterprise, and Department of Human Services - Woodward Resource Center, hereinafter State, and Doug Monahan, hereinafter Grievant, enter into the following Agreement in full and final resolution of the Grievant's grievance NC-1106/DAS-HRE No. 11-0161, that was filed as a non-contract grievance alleging a violation under the Department of Administrative Services Administrative Rules.

This settlement arose out of a situation in which the Grievant was terminated on November 4, 2010. As a result of this situation, the parties have agreed to the following:

1. The State agrees to replace the Grievant's termination with this settlement Agreement to reflect the Grievant voluntarily resigned effective November 4, 2010. The State agrees to remove the letter of termination and related documents from the Grievant's personnel file and replace that information with this settlement agreement.
2. The Grievant agrees he will not apply for any other positions with the Department of Human Services.
3. In consideration of the foregoing, the Grievant will withdraw the above grievance.
4. This Agreement is a good faith settlement of all issues arising from the facts alleged in this grievance. No promises for any offer or future considerations 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 claim 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

*Suzanne E. Bott*

12-30-10

Suzanne E. Bott Date  
Labor Relations Specialist  
IA Dept. of Admin. Services - HRE

FOR THE GRIEVANT

*Douglas Monahan* 1/6/11  
Douglas Monahan Date  
Grievant

*Marsha Edgington - Bott* 1-7-11  
Marsha Edgington-Bott Date  
Superintendent  
Woodward Resource Center

RECEIVED

JAN 12 2011

IA DEPT. OF  
ADMINISTRATIVE SERVICES

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 Correctional Institution for Women, 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 Vickie Erickson, hereinafter Grievant, AFSCME No. 107249/DAS No. 11-0176, that alleged a violation of Article VIII, Sections 1 (Work Schedules) and 2 (Overtime) of the 2009-2011 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was called in to work several hours prior to the start of her regular 6:00am-2:00pm shift, then was subsequently sent home at approximately 11:30am, prior to the end of her shift on October 27, 2010.

The parties have agreed to the following:

1. The Grievant will be paid at the overtime rate of one and one-half (1 1/2) times the rate she was earning on October 27, 2010, for the remainder of her regular shift (approximately two and one-half (2 1/2) hours).
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:

Andrea Macy 12/21/10  
Date  
Andrea Macy  
Labor Relations Specialist  
Department of Administrative Services  
Human Resources Enterprise

FOR THE UNION:

Adam Swihart 12-29-10  
Date  
Adam Swihart  
Staff Representative  
AFSCME Iowa Council 61

Patti Wachtendorf 12/21/2010  
Date  
Patti Wachtendorf  
Warden  
Iowa Correctional Institution for Women

Vickie Erickson 12-22-10  
Date  
Vickie Erickson  
Grievant



# AFSCME COUNCIL 61 SB/JH GRIEVANCE FORM 11-0191

AFSCME LOCAL	45
CONTRACT	2009-2011
GRIEVANCE NUMBER	100971
CLASSIFICATION	RA
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	[REDACTED]

NAME OF EMPLOYEE (GRIEVANT)	Jessica Weiss	SOC. SEC. NO. (processing delayed if not filled in)	[REDACTED]
HOME ADDRESS	[REDACTED]	CITY, STATE & ZIP	[REDACTED]
WORKING UNIT	NCF		

## STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

ARTICLE

SECTION

All that are applicable

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:

11-11-10 Violation of overtime distribution

ADJUSTMENT REQUIRED:

Makes things whole. Payment of lost holiday day and a written apology from the grievant's immediate supervisor.

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARD'S SOC. SEC. NO. (processing delayed if not filled in)
[REDACTED]	11-17-10	[Signature]	[REDACTED]
(STEWARD) HOME ADDRESS		CITY, STATE & ZIP	(STEWARD) HOME PHONE NUMBER
[REDACTED]		[REDACTED]	[REDACTED]

## 1st STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE

DATE RECEIVED

DATE ANSWERED

DISPOSITION OF GRIEVANCE:

No Contract Violation

## 2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE

DATE RECEIVED

DATE ANSWERED

DISPOSITION OF GRIEVANCE:

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[REDACTED]	12-5-10	12-13-10
DISPOSITION OF GRIEVANCE: The parties will meet to discuss a procedure or protocol for holidays in the Nursing Health Services Unit. Signed by [Signature] 12-13-10		

SEND TO COUNCIL 61

[Signature]



# AFSCME COUNCIL 61 GRIEVANCE FORM

11-20-04  
Rec'd  
12/14/10  
ff.

AFSCME LOCAL	2989
CONTRACT	
GRIEVANCE NUMBER	100587
CLASSIFICATION	
HOME PHONE NUMBER	( )
IMMEDIATE SUPERVISOR	

NAME OF EMPLOYEE (GRIEVANT) <i>James Collier</i>	SOC. SEC. NO. (processing delayed if not filled in)
HOME ADDRESS	CITY, STATE & ZIP
WORK LOCATION <i>ISP</i>	

## STATEMENT OF GRIEVANCE

CONTRACT VIOLATION	
ARTICLE <i>4</i>	SECTION <i>9</i>

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
*Mr. Collier was given a suspension from December 2-6th unjustly.*

ADJUSTMENT REQUIRED:  
*Please clarify memo issued to Mr. Collier, concerning his sick leave/EMLA requirements, pay him for lost time, replace accruals and make grievant whole while removing this disciplinary action.*

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE <i>12-14-10</i>	UNION STEWARD'S SIGNATURE <i>[Signature]</i>	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
(STEWARD) HOME ADDRESS <i>On File</i>	CITY, STATE & ZIP		(STEWARD) HOME PHONE NUMBER

### 1st STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
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DISPOSITION OF GRIEVANCE:  
*Agree*

### 2nd STEP

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

DISPOSITION OF GRIEVANCE:  
*Agree to place 40 hrs comp on James Collier comp balance and pull 5 day suspension letter from his employee file. Non precedent setting.*  
*1-4-11 D. Nichols*      *1-4-11 Diana S. Levele*

### 3rd STEP

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

DISPOSITION OF GRIEVANCE:

11-506

Grievance Settlement

A grievance filed on behalf of Jodi Bennett who was terminated on June 8, 2011 from the Clarinda Mental Health Institution has been resolved by the Union and the State based upon the following terms:

1. The termination is reduced to a suspension without pay from the date of Grievant's termination to the date the grievant returns to work.
2. The grievant will be returned to effective with the date of the execution of this settlement. Upon agreement of the parties to the terms of the settlement (either before or after the execution of this settlement) the grievant will contact the supervisor to arrange a date and time of her return to work. The grievant will provide a full medical release to return to work prior to working her first shift.

3:



For the State of Iowa:

[Signature]  
Tom Turner  
Human Resources Professional 2

Date: 12-29-11

For AFSCME:

[Signature]  
Matt Butler  
Union Representative

Date: 12/29/11

Grievant:

[Signature]  
Jodi Bennett

Date: 12-29-11

Received  
12/29/11 @ 11:40 am  
Hammes





# AFSCME COUNCIL 61 BA/TB GRIEVANCE FORM

AFSCME LOCAL	2991
CONTRACT	Master
GRIEVANCE NUMBER	117861
CLASSIFICATION	RTW
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Kara Clark

NAME OF EMPLOYEE (GRIEVANT)	[REDACTED]	SOC. SEC. NO. (processing delayed if not filed in)	[REDACTED]
HOME ADDRESS	[REDACTED]	CITY	Glenwood, IA 51534
WORK LOCATION	4/132 GRC		

## STATEMENT OF GRIEVANCE

CONTRACT VIOLATION	ARTICLE III	SECTION 9
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
 Grievant was discharged on 9-15-11 [REDACTED]  
 On 9-14-11 had an [REDACTED] and was suspended  
 with pay and sent home. Filing under said article + section and all other  
 ADJUSTMENT REQUIRED: Return to work and all other things that makes  
 grievant whole.

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	[REDACTED]	DATE	9-15-11	UNION STEWARD'S SIGNATURE	[REDACTED]	STEWARDS SOC. SEC. NO. (processing delayed if not filed in)	[REDACTED]
STEWARDS HOME ADDRESS	[REDACTED]	CITY, STATE, & ZIP	Glenwood, Iowa 51534	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	[REDACTED]	9-15-11	9/20/11
Resolution by mutual agreement. The grievant will be allowed to be reinstated with no back pay or benefits. Upon reinstatement, the grievant [REDACTED] This statement is non-precedent. The grievance is withdrawn. M. H. B. T.			

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

MANAGEMENT'S COPY (Traveling Copy)

+15152818753



# AFSCME COUNCIL 61 GRIEVANCE FORM

12-0051  
BA/TB

AFSCME LOCAL 2991
CONTRACT Master
GRIEVANCE NUMBER 118140
CLASSIFICATION RTE
HOME PHONE NUMBER [REDACTED]
IMMEDIATE SUPERVISOR April Hartshorn

NAME OF EMPLOYEE (GRIEVANT) Sunhee Hiller	SOC. SEC. NO. (processing delayed if not filled in) [REDACTED]	CLASSIFICATION RTE
HOME ADDRESS [REDACTED]	CITY, STATE, & ZIP [REDACTED]	HOME PHONE NUMBER [REDACTED]
WORK LOCATION H-246 - Area 3	DHS - Glenwood	

### STATEMENT OF GRIEVANCE

### CONTRACT VIOLATION

ARTICLE 4	SECTION 9
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
 Grievant received one day suspension on 8-15-11 without just cause.  
 In article 4 section 9 & any other articles & sections are relevant.

ADJUSTMENT REQUIRED: Make grievant whole.

EMPLOYEE (GRIEVANT) SIGNATURE (optional) Vickie Stephens	DATE 9-27-11	UNION STEWARD'S SIGNATURE Vickie R. Stephens	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
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DISPOSITION OF GRIEVANCE

### 2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE [Signature]	DATE RECEIVED 9/27/11	DATE ANSWERED 11/16/2011
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DISPOSITION OF GRIEVANCE  
 Resolved by mutual agreement. If the grievant does not violate [REDACTED] with one year, the suspension will be reduced to a written reprimand with no back pay. Grievance is withdrawn, this settlement is non-precedent.

### 3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE [Signature]	DATE RECEIVED	DATE ANSWERED
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DISPOSITION OF GRIEVANCE





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

11-0264  
SB/ITB

AFSCME LOCAL 3013
CONTRACT 09-011 Mackey
GRIEVANCE NUMBER 113449
CLASSIFICATION Workforce Advisor / Staff
HOME PHONE NUMBER [REDACTED]
IMMEDIATE SUPERVISOR Aina Goffe

NAME OF EMPLOYEE (GRIEVANT) Kosie [REDACTED] Kelly	SGC, SEC. NO. (processing delayed if not filled in) [REDACTED]	CLASSIFICATION Workforce Advisor / Staff
HOME ADDRESS [REDACTED]	CITY, STATE, & ZIP [REDACTED]	HOME PHONE NUMBER [REDACTED]
WORK LOCATION 600 N 2nd Ave West / Newton, Ga		IMMEDIATE SUPERVISOR Aina Goffe

**IWD**  
**STATEMENT OF GRIEVANCE**

CONTRACT VIOLATION

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

The grievant was informed that her permanent schedule has changed. This occurred on 11/2/11. We find this in violation of the above listed articles & sections and any others that may apply.

ADJUSTMENT REQUIRED:

To be made whole

EMPLOYEE (GRIEVANT) SIGNATURE (optional) [REDACTED]	DATE 01/29/11	UNION/STEWARDS SIGNATURE Paula Martinez	STEWARDS SOC. SEC. NO. (processing delayed if not filled in) [REDACTED]
(STEWARDS) HOME ADDRESS [REDACTED]	CITY [REDACTED]	(STEWARDS) [REDACTED]	[REDACTED]

**1st STEP**

MANAGEMENT REPRESENTATIVE'S SIGNATURE [REDACTED]	DATE RECEIVED	DATE ANSWERED
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DISPOSITION OF GRIEVANCE

**2nd STEP**

MANAGEMENT REPRESENTATIVE'S SIGNATURE [REDACTED]	DATE RECEIVED 1/26/11	DATE ANSWERED
---	--------------------------	---------------

DISPOSITION OF GRIEVANCE

**3rd STEP**

MANAGEMENT REPRESENTATIVE'S SIGNATURE [REDACTED]	DATE RECEIVED	DATE ANSWERED
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DISPOSITION OF GRIEVANCE

The Union will withdraw this grievance and will be allowed to request a flex schedule when she makes a new temporary reassignment. [REDACTED] [REDACTED]

MANAGEMENT'S COPY (traveling Copy)

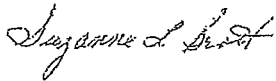
STATE OF IOWA  
AND  
AFSCME/IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resource Enterprise; Department of Commerce-Alcoholic Beverages Division, hereinafter State, and the American Federation of State, County and Municipal Employees, hereinafter Union, enter into the following agreement in full and final resolution of the grievance filed by Craig Stafford, hereinafter Grievant, AFSCME No. 99654/DAS-HRE No. 11-0273 that alleges a violation of Article IV, Section 9, (Discipline and Discharge) and all others that apply of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a five day suspension without pay on February 8, 2011. As a result of this situation the parties have agreed to the following:

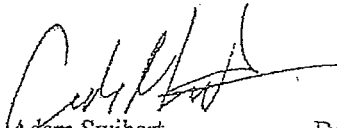
1. The State agrees to reduce the 5 day suspension without pay to a one day suspension without pay. The Grievant will be reimbursed all lost pay except for 8 hours and any lost benefits at the rate the Grievant was earning at the time of the suspension.
2. The State agrees to reduce the one day suspension to a written reprimand on April 29, 2012 if there are not further incidents of like nature. The State agrees to reimburse the Grievant for 8 hours of pay and any missed accruals at the rate he was earning at the time of the original suspension. (February 8, 2011).
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 cause of action addressed and arising from the Grievant's claim 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 proceeding in the future.

FOR THE STATE

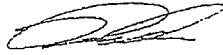


Suzanne L. Brott 05-04-11  
Labor Relations Specialist  
DAS-HRE

FOR THE UNION



Adam Swihart Date  
Staff Representative  
AFSCME



Rick Swizdor      05-04-2011  
Chief Deputy Administrator  
Alcoholic Beverages Division

\_\_\_\_\_  
Craig Stafford      Date  
Grievant

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

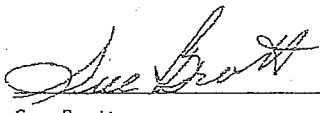
The State of Iowa, Department of Administrative Services, Human Resources Enterprise, Iowa Workforce Development, hereinafter State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Laurie Allen, hereinafter Grievant, AFSCME No. 113450/DAS-HRE No. 11-0279, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was terminated on February 9, 2011.

The Parties have agreed to the following:

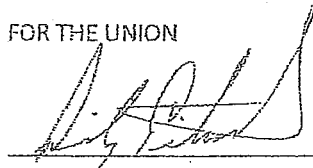
1. The termination will be removed and will be replaced by this last chance agreement.
2. The grievant will have her original seniority date restored. The time off will be considered leave without pay.
3. The grievant will be returned to work the 1<sup>st</sup> pay period [REDACTED]
4. [REDACTED]
5. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
6. This agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
7. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

 11/18/11

Sue Brott  
Labor Relations Specialist  
DAS-HRE

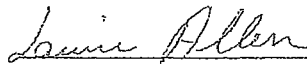
FOR THE UNION

 11-30-11

Rick Eitlander  
Union Representative  
AFSCME Iowa Council 61

 11-30-11

Lori Adams  
Iowa Workforce Development



Laurie Allen  
Grievant



**AFSCME COUNCIL 61 BA/JB**  
**GRIEVANCE FORM 11-0382**

AFSCME LOCAL	5991
CONTRACT	master
GRIEVANCE NUMBER	17003
CLASSIFICATION	RTW/COA
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	COVA NING

NAME OF EMPLOYEE (GRIEVANT)	DIANNA McLUCKY
HOME ADDRESS	[REDACTED]
WORK LOCATION	4145 TOWN HILL DRIVE (ARC)

**STATEMENT OF GRIEVANCE**

ARTICLE 14, ALL OTHER SECTION OF ALL THE  
 1 apply 1 apply

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE  
 DIANNA WAS SUSPENDED WITHOUT PAY ON 2/27/11  
 [REDACTED]

ADJUSTMENT REQUIRED  
 TO RETURN ALL LOST MONIES + REMOVE THIS SUSPENSION FROM ALL OF DIANNA'S FILES + MAKE WHOLE

FILED WITH LOCAL BOARD	DATE	FILED WITH LOCAL BOARD	FILED WITH LOCAL BOARD
[REDACTED]	2/15/11	[REDACTED]	[REDACTED]

<b>1st STEP</b>	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
DISPOSITION OF GRIEVANCE			

<b>2nd STEP</b>	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
DISPOSITION OF GRIEVANCE			
Disciplinary recommended.		Grievance withdrawn.	
M [Signature] 3/8/11			

<b>3rd STEP</b>	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
DISPOSITION OF GRIEVANCE			

MANAGEMENT'S COPY (TRAVELING COPY)



# AFSCME COUNCIL of BA/SP GRIEVANCE FORM 11-0286

SECTION LOCAL	309
CONTRACT	Master
GRIEVABLE NUMBER	1780
CLASSIFICATION	AW
HOME PHONE NUMBER	
IMMEDIATE SUPERVISOR	Jane Hayward

NAME OF EMPLOYEE (LAST, FIRST, MIDDLE INITIAL)	TRAVIS [REDACTED]
CITY, STATE & ZIP	Public Service [REDACTED]
WORK LOCATION	GRC - Area 3 453 Apt 3

### STATEMENT OF GRIEVANCE

### CONTRACT VIOLATION

ARTICLE	4
SECTION	9

STATE THE RULE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
 ON 1-17-11 WAS GIVEN A 3 day without pay for [REDACTED] to call with DA on 1-3-11 via a.e. filing under this Article and getting and all others that may apply.  
 Re 3 days of pay and all other things that makes a great deal.

EMPLOYEE'S SIGNATURE	[REDACTED]
DATE	1-17-11
IMMEDIATE SUPERVISOR'S SIGNATURE	[REDACTED]
DATE	[REDACTED]

TAX STEP

com-fax  
2-16-11

TAX STEP

*Emily Hiles* 3/8/11  
Discipline rescinded Grievance withdrawn.

*M. H. [REDACTED]* 3/8/2011

TAX STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE

DATE RECEIVED

DATE RECEIVED

STATEMENT OF GRIEVANCE



# AFSCME COUNCIL 61 GRIEVANCE FORM

BA / SP  
11-0288

AFSCME LOCAL <b>2991</b>
<b>Master</b>
GRIEVANCE NUMBER <b>117811</b>
CLASSIFICATION <b>RTW</b>
UNION LOCAL NUMBER ( )
IMMEDIATE SUPERVISOR <b>Heath Sayers</b>

NAME OF EMPLOYEE (GRIEVANT) <b>Marissa Krause</b>	SOC. SEC. NO. (processing delayed if not filled in)
HOME ADDRESS	DATE OF BIRTH (MM/DD)
WORK LOCATION <b>GRC Area 2 239 PMS</b>	

### STATEMENT OF GRIEVANCE

### CONTRACT VIOLATION

ARTICLE <b>4</b>	SECTION <b>9</b>
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:

Was given a 5-day without pay [redacted]  
2-7-11 Disciplined on 2-7-11 were filing on this section  
+ Article and all others that may apply

ADJUSTMENT REQUIRED:

Return all 5 days pay and all other things that  
make grievant whole

DATE OF INCIDENT <b>2-7-11</b>	DATE OF FILING <b>2-7-11</b>	DATE OF HEARING <b>3-8-11</b>
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1st STEP

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

2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE <i>Early Jones</i>	DATE RECEIVED <b>2-16-11</b>	DATE ANSWERED <b>3/8/11</b>
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DISPOSITION OF GRIEVANCE

Discipline will be rescinded. The Grievance is withdrawn.  
*M. H. B. 3/8/2011*

3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
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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 (DAS-HRE), and Department of Human Services (DHS), 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 Bryan Lafleur, hereinafter the Grievant, AFSCME No. 118038/IDAS No. 11-0370, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

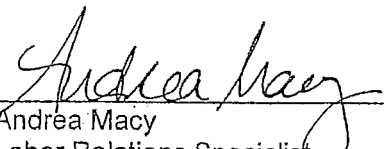
This Settlement arose out of a situation in which the Grievant was issued a one (1) day suspension on April 7, 2011, with the suspension served on April 11, 2011.

The parties have agreed to the following:


1. The one (1) day suspension will be reduced to a written reprimand dated September 30, 2011.
2. The Grievant will receive no back pay.
3. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
4. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
5. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. 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:

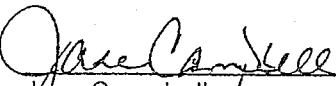
FOR THE UNION:

  
Andrea Macy  
Labor Relations Specialist  
Department of Administrative Services  
Human Resources Enterprise

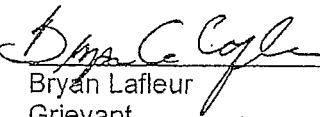
10/27/11  
Date

  
Preston DeBoer  
Staff Representative  
AFSCME Iowa Council 61

10.27.11  
Date

  
Jane Campbell  
Administrator of Nursing  
Cherokee Mental Health Institute

10/28/11  
Date

  
Bryan Lafleur  
Grievant

10-28-11  
Date

cc Janet Harner 10/28/11



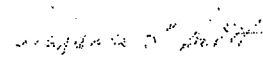
STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

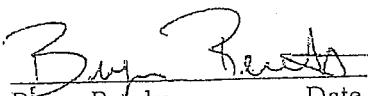
The State of Iowa, Department of Administrative Services-Human Resources Enterprise, and Department of Corrections – Iowa Correctional Institution for Women, hereinafter State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Robin Hague-Renfro, hereinafter Grievant, AFSCME No. 98957/DAS-HRE No. 11-0373, that alleges a violation of Article IV, Section 9 (Discipline and Discharge) and all other pertinent articles and sections of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a written reprimand on March 16, 2011. As a result of this situation, the parties have agreed to the following:

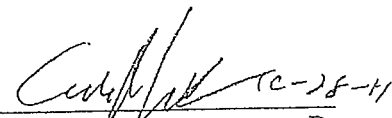
1. The State agrees to remove the written reprimand from the Grievant's personnel file effective October 26, 2011.
2. In consideration of the foregoing, the Union will withdraw the above grievance.
3. This Agreement is a good faith settlement of all issues arising from the facts alleged in this grievance. No promises for any other or future considerations 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 claim 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.

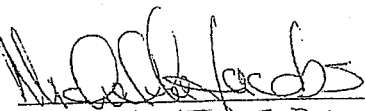
FOR THE STATE

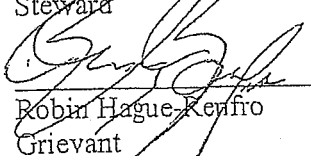
  
\_\_\_\_\_  
Suzanne L. Brott      Date 10-26-11  
Labor Relations Specialist  
IA. Dept. of Admin. Services – HRE

  
\_\_\_\_\_  
Bryan Reicks      Date 10-28-11  
Acting Security Director  
Iowa Correctional Institution for Women

FOR THE UNION

  
\_\_\_\_\_  
Adam Swilhart      Date 10-28-11  
Staff Representative  
AFSCME Iowa Council 61

  
\_\_\_\_\_  
Michelle Jacobs      Date 10/26/11  
Steward

  
\_\_\_\_\_  
Robin Hague-Renfro      Date 10.25.11  
Grievant

11-0411

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 Lisa Shefford, hereinafter the Grievant, AFSCME No. 1006077IDAS No. 11-0411, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was given a three (3) day paper suspension on April 15, 2011, [REDACTED]

The parties have agreed to the following:

1. The three (3) day paper suspension will be reduced to a one (1) day paper suspension and combined with one (1) day paper suspension issued to the Grievant on April 13, 2011, upon execution of this Settlement Agreement.
2. In consideration of the foregoing, the Union will withdraw the above referenced grievance and withdraw grievance number 100608 (AFSCME)/11-0377 (IDAS) from the July 14, 2011, GRIP docket.
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 7/14/11  
 Date  
 Stephanie L. Reynolds  
 Labor Relations Specialist  
 Department of Administrative Services  
 Human Resources Enterprise

Otto Greenewald 7-13-11  
 Date  
 Otto Greenewald  
 Staff Representative  
 AFSCME Iowa Council 61

William Spenslegge 7/13/11  
 Date  
 William Spenslegge  
 Deputy Warden  
 Iowa State Penitentiary

Lisa Shefford 7-13-11  
 Date  
 Lisa Shefford  
 Grievant

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

11-0416

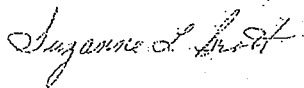
The State of Iowa, Department of Administrative Services – Human Resources Enterprise, and the Department of Human Resources – Woodward Resource Center, hereinafter State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following agreement in full and final resolution of the grievance filed by Madeleine Pritchard, hereinafter Grievant, AFSCME No. 101473/DAS-HRE No. 11-0416 that alleges a violation of Article IV, Section 9 (Discipline and Discharge) of the 2009-2011 collective bargaining agreement between the parties.

This settlement arose out of a situation in which the Grievant was suspended for three (3) days without pay on April 24, 2011. As a result of this situation the parties have agreed to the following.

1. The State will reduce the three (3) day suspension without pay to a two (2) day suspension without pay. The Grievant will not be reimbursed for a day's pay or any vacation or sick leave accruals.
2. The State agrees to remove the 2 day suspension without pay from the Grievant's personnel file on December 23, 2011 if there have been no further incidents of like nature that resulted in the original suspension. The Grievant will not be reimbursed the two day's pay or any missed vacation or sick leave accruals.
3. In consideration of the foregoing, the Union will withdraw this grievance from the grievance process.
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 cause of action addressed and arising from the Grievant's claims in this grievance.
5. The terms of this Agreement are considered by the parties to pertain only to the specific facts involved in these matters. Neither party shall rely on this agreement or cite the same as precedent in any grievance, arbitration, litigations or other proceedings in the future.

FOR THE STATE

FOR THE UNION



08-08-11

Suzanne L. Brott      Date  
Labor Relations Specialist  
DAS-HRE

 8/11/2011

Greg Lewis      Date  
Staff Representative  
AFSCME Iowa Council 61





**AFSCME COUNCIL 61  
GRIEVANCE FORM**

11-0423  
BA/ JB

AFSCME LOCAL 2992
CONTRACT Master
GRIEVANCE NUMBER 118386
CLASSIFICATION RN
HOME PHONE NUMBER [REDACTED]
IMMEDIATE SUPERVISOR Delta Carlson

NAME OF EMPLOYEE (GRIEVANT) Lana Hoepker	SOC. SEC. NO. (processing delayed if not filled in) [REDACTED]
HOME ADDRESS [REDACTED]	CITY, STATE & ZIP [REDACTED]
WORK LOCATION Clarinda Mental Health SW2 Day Shift GA-230p	

**STATEMENT OF GRIEVANCE**

CONTRACT VIOLATION

ARTICLE 9	SECTION 11
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
Schedule Changed by Management, effected her Vac. Vacation grievance I immediate to 2nd Step.

ADJUSTMENT REQUIRED:  
To Make the grievant whole.

EMPLOYEE (GRIEVANT) SIGNATURE (optional) Lana Hoepker	DATE 4-4-11	UNION STEWARD'S SIGNATURE Delores Buehler	STEWARDS SOC. SEC. NO. (optional) [REDACTED]
STEWARDS HOME ADDRESS [REDACTED]	CITY, STATE & ZIP [REDACTED]	STEWARDS HOME PHONE NUMBER [REDACTED]	

**1st STEP**

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
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DISPOSITION OF GRIEVANCE  
Grievance was settled. Lana now has her week vacation approved.  
Approved: [Signature] AON  
[Signature] Delores Buehler RN -

**2nd STEP**

MANAGEMENT REPRESENTATIVE'S SIGNATURE [Signature]	DATE RECEIVED 5-5-11	DATE ANSWERED 5/11/2011
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DISPOSITION OF GRIEVANCE  
Resolved by mutual agreement. The vacation has been approved. The grievance is withdrawn.  
[Signature] M. H. B. [Signature]

**3rd STEP**

MANAGEMENT REPRESENTATIVE'S SIGNATURE [Signature]	DATE RECEIVED	DATE ANSWERED
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DISPOSITION OF GRIEVANCE

MANAGEMENT'S COPY (Traveling Copy)



AFSCME COUNCIL 61

GRIEVANCE FORM BA / JB

11-0462

AFSCME LOCAL	525
CONTRACT	Master
GRIEVANCE NUMBER	115157
CLASSIFICATION	c/o
HOME PHONE NUMBER	( )
IMMEDIATE SUPERVISOR	CS11 Carol / Barry

NAME OF EMPLOYEE (GRIEVANT)	Briana Key	SOC. SEC. NO. (processing delayed if not filled in)		CLASSIFICATION	c/o
HOME ADDRESS		CITY, STATE & ZIP	[REDACTED]	HOME PHONE NUMBER	( )
WORK LOCATION	CCF / IDOC			IMMEDIATE SUPERVISOR	CS11 Carol / Barry

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION	All that apply ↓		
ARTICLE	IV	SECTION	IX

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
 On 3/15/11 Yokey received a written reprimand [REDACTED]  
 [REDACTED]  
 [REDACTED]

ADJUSTMENT REQUIRED:  
 Request CCF follow progressive discipline / reduce written reprimand & be made whole in all matters.

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
	3/25/11	Matt Butler by J. A. C.	[REDACTED]
(STEWARD) HOME ADDRESS	CITY, STATE & ZIP	(STEWARD) HOME PHONE NUMBER	
[REDACTED]	[REDACTED]	[REDACTED]	

1st STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
Jim Payne	3-29-11	4-8-11

DISPOSITION OF GRIEVANCE  
 Based upon the investigation by Captain Dan Carroll the corrective action taken is appropriate. Grievance is denied.  
 Jim Payne

2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
Andy Paul	5/11/2011	5/11/2011

DISPOSITION OF GRIEVANCE  
 Resolved by mutual agreement. The reprimand will be removed from the Steward's file 6 months from today or Nov. 11, 2011. This settlement is non precedent. The grievance is withdrawn.

3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED

DISPOSITION OF GRIEVANCE



Jun. 10. 2011 2:51PM

# AFSCME COUNCIL 61 110484 GRIEVANCE FORM SBI/EL

AF No. 4180 - P. 1  
#2985  
CONTRACT CBA '09 - A  
GRIEVANCE NUMBER 116915

NAME OF EMPLOYEE (GRIEVANT) <b>PAULA KINER</b>	SOC. SEC. NO. (processing delayed if not filled in)	CLASSIFICATION <b>NWC</b>
HOME ADDRESS	CITY, STATE & ZIP	HOME PHONE NUMBER
WORK EDUCATION <b>IOWA MEDICAL &amp; CLASSIFICATION CENTER</b>	IMMEDIATE SUPERVISOR <b>NSI P. PETERSEN</b>	

Doc IMCC  
STATEMENT OF GRIEVANCE

\* AND ANY OTHER ARTICLES/SECTIONS  
CONTRACT VIOLATION CBA that Applies.

ARTICLE **IV** SECTION **9** \*

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
On May 23, 2011 Grievant was given a Counseling, concerning [redacted]  
[redacted] This is the First Step of discipline in IMCC Policy concerning those Staff trades.

ADJUSTMENT REQUIRED:  
None discipline is unwarranted and not justified.  
To Make Grievant whole in all matters.

EMPLOYEE (GRIEVANT) SIGNATURE (optional) <b>Paula Kiner</b>	DATE <b>6/3/11</b>	UNION STEWARD'S SIGNATURE <b>Thomas Thomas</b>	STEWARDS SOC. SEC. NO. (processing delay)
(STEWARD) HOME ADDRESS	CITY, STATE & ZIP	STEWARDS HOME PHONE NUMBER	

1st STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE <b>Julie Jones, NSI</b>	DATE RECEIVED <b>6-3-11</b>	DATE ANSWERED <b>6-7-11</b>
DISPOSITION OF GRIEVANCE <b>considered Trade - denied</b>		

2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE <b>Andrea May</b>	DATE RECEIVED <b>6-10-11</b>	DATE ANSWERED <b>6/28/11</b>
DISPOSITION OF GRIEVANCE <b>Management agrees to rescind Grievant's counseling &amp; to follow Nursing Staff Trade Policy regarding trades see also between two Staff.</b>		

3rd STEP

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

MANAGEMENT'S COPY (Traveling Copy)





# AFSCME COUNCIL 61 GRIEVANCE FORM

Opt David Rhodes  
6-9-11  
9:10 AM

11-0503  
SRT/ET

NAME OF EMPLOYEE (GRIEVANT) <i>Don Elliott</i>	SOC. SEC. NO. (processing delayed if not filled in)	AFSCME LOCAL <i>2989</i>
HOME ADDRESS	CITY, STATE & ZIP <i>Ft. Madison Ia 52627</i>	CONTRACT
WORK LOCATION <i>ISP</i>		GRIEVANCE NUMBER <i>100531</i>
		CLASSIFICATION
		HOME PHONE NUMBER <i>[REDACTED]</i>
		NAME <i>Deb Nichols</i>

## STATEMENT OF GRIEVANCE

### CONTRACT VIOLATION

ARTICLE <i>IV</i>	SECTION <i>9</i>
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
*On June 2nd 2011 Ch Elliott did receive a written reprimand. The statements used for discipline did NOT match statement of record. Progressive discipline was NOT followed.*

ADJUSTMENT REQUIRED:  
*Make grievant whole remove discipline from file.*

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE <i>Robert Helms</i>	STEWARDS SOC. SEC. NO. (processing de- [REDACTED])
(STEWARD) HOME ADDRESS <i>[REDACTED]</i>	CITY, STATE & ZIP <i>[REDACTED]</i>	(STEWARD) HOME PHONE NUMBER <i>[REDACTED]</i>	

<b>1st STEP</b>	MANAGEMENT REPRESENTATIVE'S SIGNATURE <i>Deb Nichols</i>	DATE RECEIVED <i>6/9/11</i>	DATE ANSWERED <i>6/14/11</i>
DISPOSITION OF GRIEVANCE: <i>Unable to resolve @ this step. Move to the next step of the process.</i>			

<b>2nd STEP</b>	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED <i>8/2/11</i>
DISPOSITION OF GRIEVANCE: <i>Written reprimand to be removed immediately.</i>			
<i>D. Nichols [Signature]</i>			

<b>3rd STEP</b>	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
DISPOSITION OF GRIEVANCE:			

MANAGEMENT'S COPY (Traveling Conv)







# AFSCME COUNCIL 61 11-0539 GRIEVANCE FORM BA/TB

AFSCME LOCAL <b>2991</b>
CONTRACT <b>Master</b>
GRIEVANCE NUMBER <b>117847</b>
CLASSIFICATION <b>RHW</b>
HOME PHONE NUMBER ( )
IMMEDIATE SUPERVISOR <b>Ryan Kester RTS</b>

NAME OF EMPLOYEE (GRIEVANT) <b>Randy Jones</b>	SOC. SEC. NO. (processing delayed if not filled in) <b>A</b>
HOME ADDRESS	CITY, STATE, & ZIP
WORK LOCATION <b>H-360 A-2 DHS-GRC</b>	

### STATEMENT OF GRIEVANCE

11-0539

CONTRACT VIOLATION **All sections & articles that**

ARTICLE **4** SECTION **9**

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
**Grievant given a one day suspension on 6-13-11.**

ADJUSTMENT REQUIRED:  
**One day suspension returned of monies & discipline out of file.**

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE <b>6-27-11</b>	UNION STEWARD'S SIGNATURE <b>Valerie Peterson</b>	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
STEWARD HOME ADDRESS	CITY, STATE, & ZIP	STEWARD HOME PHONE NUMBER	

### 1st STEP

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

### 2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE <b>Jim Fox</b>	DATE RECEIVED <b>6-27-11</b>	DATE ANSWERED <b>8/11/2011</b>
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DISPOSITION OF GRIEVANCE  
**Resolved by mutual agreement. The one day suspension is reduced to a written reprimand. The employee will receive back pay & leave accrual for one day & grievance is withdrawn. This settlement is non-precedent.**

### 3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE <b>M. H. B. H.</b>	DATE RECEIVED	DATE ANSWERED
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DISPOSITION OF GRIEVANCE

MANAGEMENT'S COPY (Traveling Copy)



# AFSCME COUNCIL 61 11-0571 GRIEVANCE FORM

AFSCME LOCAL <u>271</u>
CONTRACT <u>Mester</u>
GRIEVANCE NUMBER <u>117848</u>
CLASSIFICATION <u>KTW/CMA</u>
HOME PHONE NUMBER [REDACTED]
IMMEDIATE SUPERVISOR <u>Chris Walters</u>

NAME OF EMPLOYEE (GRIEVANT) <u>Thomas Jensen</u>	SOC. SEC. NO. (processing delayed if not filled in)
HOME ADDRESS [REDACTED]	CITY, STATE, & ZIP [REDACTED]
WORK LOCATION <u>Area 3 house B3</u>	

## STATEMENT OF GRIEVANCE

## CONTRACT VIOLATION

ARTICLE <u>III</u>	SECTION <u>IX</u>
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:  
Grant was discharged from employment on 6-20-11, without just cause in article III section IX. Any other articles or sections relevant

ADJUSTMENT REQUIRED:  
To make grievance whole.

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE <u>6-25-11</u>	UNION STEWARD'S SIGNATURE <u>[Signature]</u>	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
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DISPOSITION OF GRIEVANCE

### 2nd STEP

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

### 3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE <u>[Signature]</u>	DATE RECEIVED <u>9/29/11</u>	DATE ANSWERED <u>9/20/2011</u>
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DISPOSITION OF GRIEVANCE  
Resolved by Mutual agreement. The grievant will be reinstated without back pay or benefits and will [REDACTED] in to insure you in case of his reemployment. [REDACTED] this agreement is not precedent.