

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.

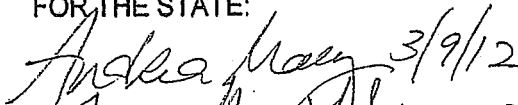

This Settlement arose out of a situation in which the Grievant's employment was terminated on June 10, 2011.

The parties have agreed to the following:

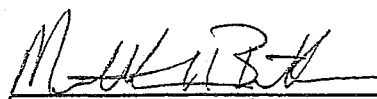
1. Upon execution of this Agreement, the termination letter will be rescinded and replaced with this Agreement which will constitute a letter of resignation effective June 10, 2011.
2. The Grievant agrees to no future application to or employment with the State of Iowa.
3. Requests for employment references 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. 100682/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) DON ELLIOTT | SOC. SEC. NO. (processing delayed if not filled in) | |
| HOME ADDRESS | CITY, STATE & ZIP | |
| 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 Robert Helms | STEWARDS SOC. SEC. NO. (processing de-) |
| STEWARD HOME ADDRESS | CITY, STATE & ZIP | | (STEWARD) HOME PHONE NUMBER |

1st STEP

| | | |
|--|-------------------------|--------------------------|
| MANAGEMENT REPRESENTATIVE'S SIGNATURE Deb Nichols | DATE RECEIVED 6/9/11 | DATE ANSWERED 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

D. Nichols

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 BA 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. |
|--------------|----------------------------------|

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 |
|---------------------------------------|---------------|---------------|

DISPOSITION OF GRIEVANCE

2nd STEP

| | | |
|--|--------------------------|----------------------------|
| MANAGEMENT REPRESENTATIVE'S SIGNATURE [Signature] | DATE RECEIVED 6-13-11 | DATE ANSWERED 6/27/2011 |
|--|--------------------------|----------------------------|

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 |
|---------------------------------------|---------------|---------------|

DISPOSITION OF GRIEVANCE

[Signature]

MANAGEMENT'S COPY (Travelina Coody)

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

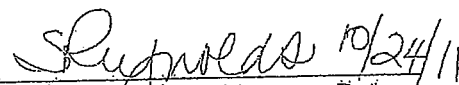
The State of Iowa, Department of Administrative Services, Human Resource Enterprise, and Department of Corrections, Iowa State Penitentiary, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61; hereinafter the Union, enter into the following Agreement 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.

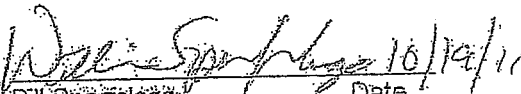
This settlement arose out of a situation in which the Grievant was required to provide verification from a medical provider for all unscheduled leave incurred for his personal illness.

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.

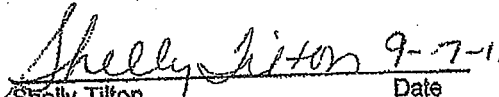
The parties have agreed to the following:


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

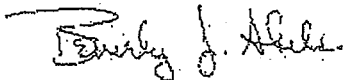
The State of Iowa, Department of Administrative Services-Human Resources Enterprise and Clarinda Correctional Facility, Department of Corrections, hereinafter State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement 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.

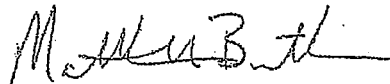
This settlement arose out of a situation in which schedule changes were allegedly made in the kitchen without sufficient notice. Based on this situation, the parties agree to the following:

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 1st 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 Eillenberger 8/11/11
Susan Eillenberger 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. 112354/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 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. Brött 09-27-11
Labor Relations Specialist
Dept. of Administrative Services/HRE

Adam Swihart
Staff Representative
AFSCME Council 61

Date

Oct. 27. 2011 10:57AM

Des Moines Construction Office

No. 0857

P. 3

10/21/2011 10:15

ALTOONA SHOP

5153674247

#348

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/TJB GRIEVANCE FORM 11-0275

| | |
|----------------------|------------|
| AFSCME LOCAL | 525 |
| CONTRACT | Master |
| GRIEVANCE NUMBER | 115152 |
| CLASSIFICATION | RN |
| HOME PHONE NUMBER | [REDACTED] |
| IMMEDIATE SUPERVISOR | Deb 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 | Charivade Correctional Facility - Health Services | | |

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

| | | | |
|---------|--------|---------|------|
| ARTICLE | XI, IV | SECTION | 1, 9 |
|---------|--------|---------|------|

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] | (STEWARDS) HOME PHONE NUMBER |
| [REDACTED] | [REDACTED] | [REDACTED] | [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 2nd 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.

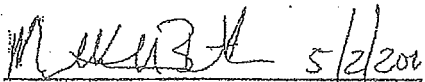
FOR THE STATE:



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

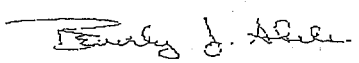
The State of Iowa, Department of Administrative Services-Human Resources Enterprise and Department of Human Services, hereinafter State, and the UE Local 930, Iowa United Professionals, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Christina 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
Beverly Abels (Date)
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),

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

The parties have agreed to the following:

20 (sl)

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

2. _____ 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 _____ 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 filed 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 filed 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
Date
Stephanie L. Reynolds
Labor Relations Specialist
Department of Administrative Services
Human Resources Enterprise

FOR THE UNION:

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

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

Tony Rincon 10-11-2011
Date
Tony Rincon
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/IDAS 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
Beverly Abels
Program Delivery Services Division
Department of Administrative Services
May 10, 2011
(Date)

FOR THE UNION:

Matthew Butler 5/17/2011
Matthew Butler
Staff Representative
AFSCME Council 61
(Date)

Glenwood Resource Center (Date)

Joseph Bremken
Grievant
(Date)

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 |
|-----------|-----------|

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 |
|---------------------------------------|---------------|---------------|

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 [REDACTED]
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

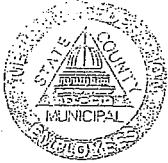
FOR THE UNION

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 (1st step in progressive discipline.)

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 | DATE RECEIVED | DATE ANSWERED |
| [REDACTED] | 5-29-11 | 5-31-11 |

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

2nd STEP

| | | |
|---------------------------------------|---------------|---------------|
| MANAGEMENT REPRESENTATIVE'S SIGNATURE | DATE RECEIVED | DATE ANSWERED |
| Suzanne L. Drott | 8-9-11 | 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 |
| [REDACTED] | [REDACTED] | [REDACTED] |

DISPOSITION OF GRIEVANCE

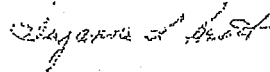
STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61
SETTLEMENT AGREEMENT

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:

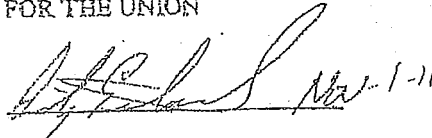
1. The State agrees to reduce the one day suspension without pay to a written reprimand. The written reprimand will be removed from the Grievant's personnel file on October 27, 2012.
2. The Grievant will be reimbursed one day's pay and any missed accruals at the rate she was earning on June 6, 2011.
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

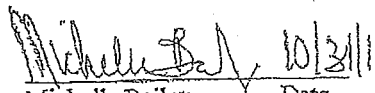
FOR THE UNION



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 |
|---------|----|---------|----|

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

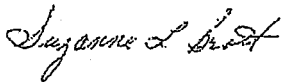
The State of Iowa, Department of Administrative Services, Human Resource Enterprise; Department of Commerce-Alcoholic Beverages Division, hereinafter State, and the American Federation of State, County and Municipal Employees, hereinafter Union, enter into the following agreement in full and final resolution 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:

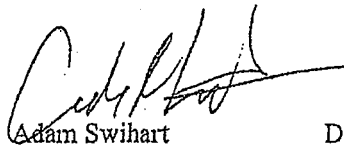
1. The State agrees to reduce the 5 day suspension without pay to a one day suspension without pay. The Grievant will be reimbursed all lost pay except for 8 hours and any lost benefits at the rate the Grievant was earning at the time of the suspension.
2. The State agrees to reduce the one day suspension 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

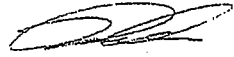
FOR THE UNION



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

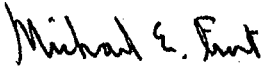
asked about the settlement or the facts and circumstances giving rise to this dispute, he will say that the parties amicably resolved this dispute.

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.

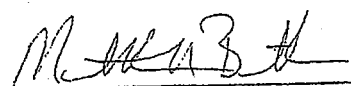
FOR THE STATE:



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.

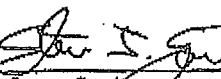
FOR THE STATE:



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

4-28-2011

Quinta Miller
Manager
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) |
| (STEWARD) HOME ADDRESS [REDACTED] | [REDACTED] | (STEWARD) HOME PHONE NUMBER [REDACTED] | |

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

DISPOSITION OF GRIEVANCE

| | | | |
|----------|--|--------------------------|----------------------------|
| 2nd STEP | MANAGEMENT REPRESENTATIVE'S SIGNATURE [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

MANAGEMENT'S COPY (Traveling Copy)

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.

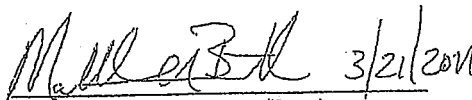
FOR THE STATE:



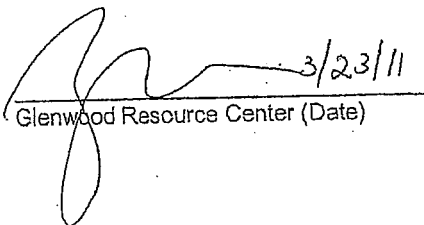
March 7, 2011

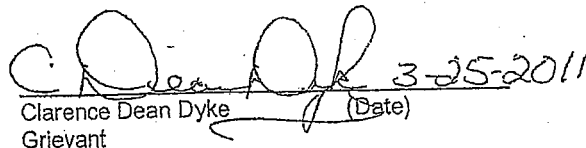
Beverly Abels
(Date)
Program Delivery Services Division
Department of Administrative Services

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

55/EJ
11-0171

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

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

STATEMENT OF GRIEVANCE

| | |
|---|------------------------------------|
| CONTRACT VIOLATION ARTICLE IV and all other that apply | SECTION 9 and all other 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 11-15-10 | UNION STEWARD'S SIGNATURE [Signature] | 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 Brian Brennan | DATE RECEIVED 11-15-2010 | DATE ANSWERED 11-19-2010 |
|--|-----------------------------|-----------------------------|

DISPOSITION OF GRIEVANCE:
DENIED, NO CONTRACT VIOLATION.

2nd STEP

JL - FAX ca 3/10/11

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

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

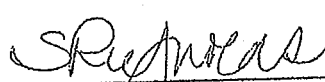
The State of Iowa, Department of Administrative Services, Human Resource Enterprise, and Department of Corrections, Mt. Pleasant Correctional Facility, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following 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.

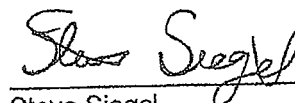
The parties have agreed to the following:


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

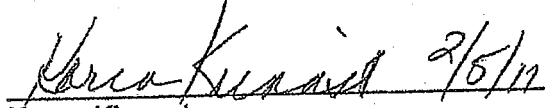
The State of Iowa (State) and Paul A. Rode (Grievant) enter into the following agreement in full and final resolution of Grievant's state employee merit appeal filed with the Public Employment Relations Board, Case No. 11-MA-04:

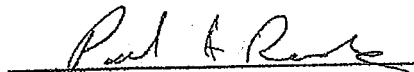
1. Effective May 27, 2011, Paul Rode will be reclassified to a Correctional Treatment Director at ICIV.
2. The letter of reassignment, by memorandum dated December 3, 2010, will be removed from Grievant's personnel file.
3. In consideration of the above, Paul Rode agrees to withdraw his appeal with the 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 2989 |
| GRIEVANCE NUMBER 100539 |
| CLASSIFICATION |
| HOME PHONE NUMBER |
| IMMEDIATE SUPERVISOR Chris Tripp |

| | |
|--|---|
| NAME OF EMPLOYEE (GRIEVANT) Joe Johnson | 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 4 | SECTION 9 |

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 7 Dec 14 | 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>[Signature] 2/17/11</i> | | |

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

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.

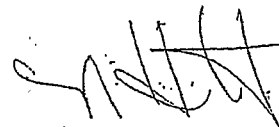
Dated this 8 day of February 2011

FOR THE STATE:

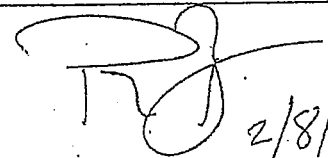
 2-8-11
TY Doermann Date

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

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61
SETTLEMENT AGREEMENT

11-0219

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 Joyce Augustine, hereinafter Grievant, AFSCME No. 101465/DAS-HRE No. 11-0219, 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 December 17, 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

Grog Lewis 7-7-2011

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

Grog Lewis Date
Staff Representative
AFSCME

Marsha Edgington - Bott
3-30-11
Marsha Edgington-Bott Date
Superintendent
Woodward Resource Center

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

Ellen D. Hillman 3/29/11
Ellen Hillman Date
Director of Food Services
Woodward Resource Center

Joyce Augustine
Joyce Augustine Date
Grievant

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

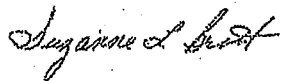
STATE OF IOWA
AND
AFSCME/IOWA COUNCIL 61
SETTLEMENT AGREEMENT

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:

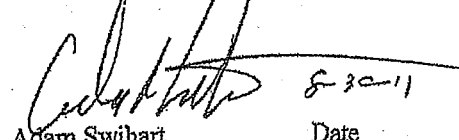
1. The State agrees to reduce the 10 day suspension and final warning to a five day suspension. The Grievant will be reimbursed 5 days of pay at the rate she was earning at the time of the suspension and any missed vacation accruals.
2. In consideration of the foregoing, the Union will withdraw the above 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

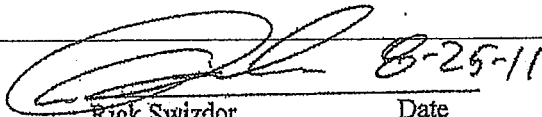


Suzanne L. Brott 08-24-11
Labor Relations Specialist
DAS-HRE

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

Michael Hansen 11-22-2011
Michael Hansen Date
Field Organizer
UE Local 893 - Iowa United Professionals

Daniel R. Craig 11-3-11
Daniel R. Craig Date
Warden
Iowa Medical and Classification Center

Tom Arras 11/18/11
Tom Arras Date
Grievant

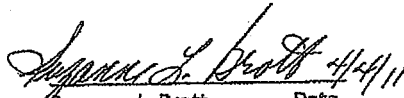
STATE OF IOWA
AND
AFSCME/IOWA COUNCIL 61
SETTLEMENT AGREEMENT


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

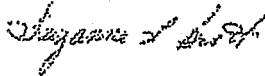
STATE OF IOWA
AND
AFSCME/IOWA COUNCIL 61
SETTLEMENT AGREEMENT

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

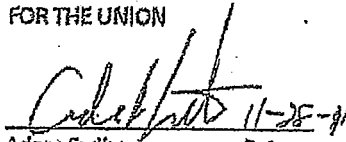


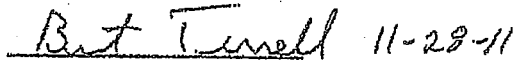
Suzanne L. Brott 09-27-11
Labor Relations Specialist
Dept. of Administrative Services/HRE


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

STATE OF IOWA
AND

IA DEPT. OF
ADMINISTRATIVE SERVICES

UE LOCAL 893 - IOWA UNITED PROFESSIONALS

11-0307

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
Stephanie L. Reynolds Date
Labor Relations Specialist
Department of Administrative Services
Human Resources Enterprise

Greg Cross 1/2/12
Greg Cross Date
International Representative
UE Local 893 - IUP

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

Patty Haversperger 1/11/12
Patty Haversperger 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

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

FOR THE UNION

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

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.

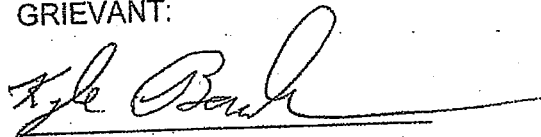
DATED this 1 day of September 2011.

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

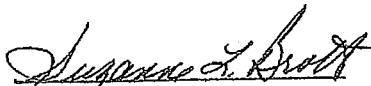
11-0332

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:

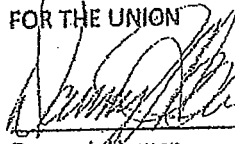
1. The State agrees to rescind the new meal reimbursement policy as of June 3, 2011 and revert back to the previous meal reimbursement policy.
2. The State agrees to reimburse those Grievants who had meal reimbursement claims denied between the period when the new policy went into effect and June 3, 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.

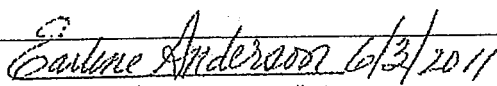
FOR THE STATE


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

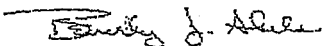
The State of Iowa, Department of Administrative Services-Human Resources Enterprise and Department of Human Services-Glenwood Resource Center, hereinafter State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement 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.

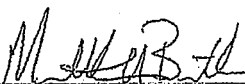
This settlement arose out of a situation in which the Grievant was terminated on March 30, 2011. Based on this situation, the parties agree to the following:

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:



 5/2/2011

May 2, 2011

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

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 in the C.B.A.
and all that apply 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] cum fax</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 | WORK LOCATION Clarinda Mental Health SW2 Day Shift GA-230% |
| HOME ADDRESS [REDACTED] | HOME PHONE NUMBER [REDACTED] |

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

| | |
|--------------|---------------|
| ARTICLE 9 | SECTION 11 |
|--------------|---------------|

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 B. Bumpfield | 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) -
 Deloris B. Bumpfield

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 was approved. The grievance is withdrawn.
 M. W. Butt (Signature)

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.

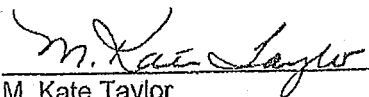
This Settlement arose out of a situation in which the Grievant's employment was terminated on May 3, 2011.

The parties have agreed to the following:

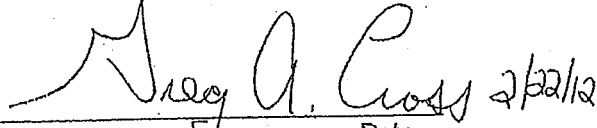
1. The Grievant will resign in lieu of termination effective May 3, 2011. The termination letter dated May 3, 2011, will be rescinded and replaced with this Settlement Agreement which will constitute a letter of resignation.
2. The State agrees not to provide further information in protest of the Grievant's 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.

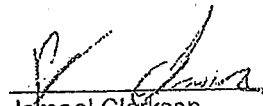
FOR THE STATE:


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

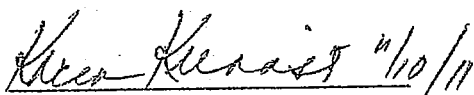
The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and Department of Inspections and Appeals, State Public Defender, hereinafter State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following 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:

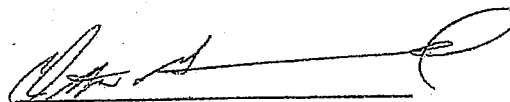
1. The termination letter will be removed from the Grievant's file and replaced with this Agreement, which will constitute a resignation, upon execution of this agreement.
2. Neither the Union nor the Grievant will make any further claims or actions against the State in this matter, and the Grievant 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

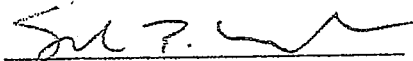


Karen Kienast
Labor Relations Specialist
DAS-HRE

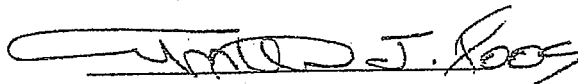
FOR THE UNION



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

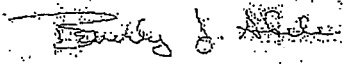
The State of Iowa, Department of Administrative Services, Human Resources Enterprise and Department of Human Services, Glenwood Resource Center, hereinafter State; and the American Federation of State, County, and Municipal Employees, Iowa Council 61, hereinafter Union, enter into the following Agreement 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:



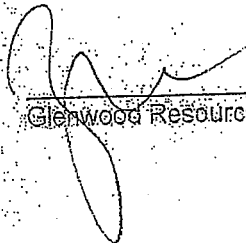


09/15/2011

9/19/2011

Beverly Abels
Date
Program Delivery Services Division
Department of Administrative Services

Matt Butler
Date
Staff Representative
AFSCME Council 61



9/19/11

Glenwood Resource Center
Date

John Fraissinet
Date
Grievant

11-0469

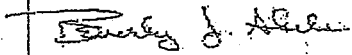
STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61
GRIEVANCE SETTLEMENT AGREEMENT

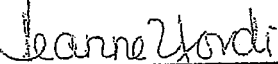
The State of Iowa, Department of Administrative Services-Human Resources Enterprise and Department on Aging, hereinafter State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of 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:

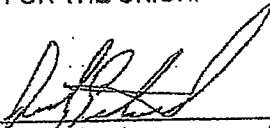
1. The written reprimand will be removed from the Grievant's file and the schedule change notice is rescinded.
2. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
3. This Agreement is a good faith settlement of all issues arising from the facts alleged in this 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.

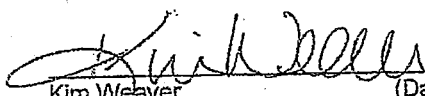
FOR THE STATE:


 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

Iowa Council 61



AFSCME COUNCIL 61 GRIEVANCE FORM

| | |
|---|---|
| AFSCME LOCAL | 3012 |
| CONTRACT | 2009-2011 MASTER |
| GRIEVANCE NUMBER | 122238 |
| NAME OF EMPLOYEE (GRIEVANT) | J. O'HARE (GROWP 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
SBI EL
11-0472

CONTRACT VIOLATION
ARTICLE XI SECTION 15 OTHER CASE MAY APPLY

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 delayed if not fill |
| <i>[Signature]</i> | 5/12/11 | <i>[Signature]</i> | |
| (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 ^{CBA} 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

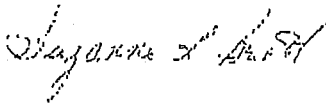
STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61
SETTLEMENT AGREEMENT

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.

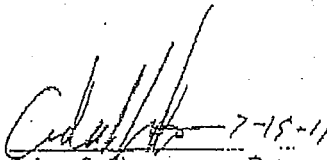
FOR THE STATE



07-12-11

Suzanne L. Brott Date
Labor Relations Specialist
DAS-HRE

FOR THE UNION



7-15-11

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 No 11-0486, 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

Bill L. - 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:
Removal of existing flex times

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 moving flex times</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 7-5-10 | UNION STEWARD'S SIGNATURE [Signature] | STEWARDS SOC. SEC. NO. (processing delayed if not filled in) [REDACTED] |
| (STEWARD) HOME ADDRESS [REDACTED] | CITY, STATE & ZIP [REDACTED] | (STEWARD) HOME PHONE NUMBER [REDACTED] | |

1st STEP

| | | |
|--|---------------------------|-------------------------|
| MANAGEMENT REPRESENTATIVE'S SIGNATURE [Signature] | DATE RECEIVED 7-5-2010 | DATE ANSWERED 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 [Signature] | DATE RECEIVED 9/16/10 | DATE ANSWERED 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:

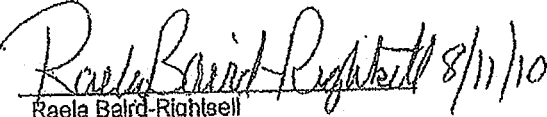
1. The termination is reduced to a suspension without pay from the date of the termination until the grievant is reinstated. The Grievant will be returned with no back pay or benefits.
2. Pending the satisfactory completion of the required background checks (criminal history and abuse), the Grievant 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

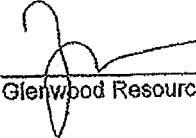
FOR THE UNION



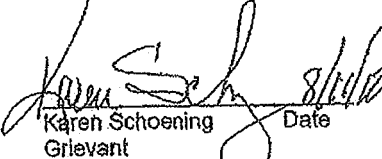
08/10/2010
Beverly J. Abels Date
Labor Relations Specialist
DAS-HRE



Raela Baird-Rightzell
Staff Representative
AFSCME Iowa Council 61



8/11/10
Glenwood Resource Center Date



Karen Schoening Date
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 10/17/10
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:

3rd STEP

| | | |
|---------------------------------------|---------------|---------------|
| MANAGEMENT REPRESENTATIVE'S SIGNATURE | DATE RECEIVED | DATE ANSWERED |
| [REDACTED] | 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.

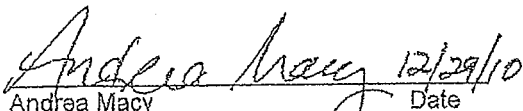
This Settlement arose out of a situation in which the Grievant was issued a three (3) day suspension on July 22, 2010 (with the suspension served on August 3 through August 5, 2010).


The parties have agreed to the following:

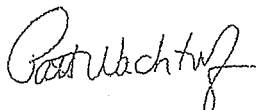
1. The three (3) day suspension will be reduced to a one (1) day suspension upon execution of this Settlement Agreement, and the Grievant will be reimbursed two (2) days of back pay and accruals at the rate the Grievant was earning at the time the suspension was served.
2. In consideration of the foregoing,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

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] |
| [REDACTED] | [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] | 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 |
|--------------------|--|--|

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.

| | | | |
|---------------------|---------------------------------------|---------------|---------------|
| 3rd STEP | 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 grievance, 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

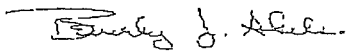
GRIEVANCE SETTLEMENT AGREEMENT

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:

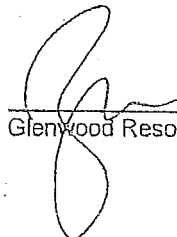
1. The suspension will be reduced to a one day suspension and the grievant will receive back pay, and benefits for two days.
2. If at any time prior to August 6, 2011, the grievant [REDACTED], the grievant will receive a five day suspension. The parties agree this discipline will not be subject to the 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:

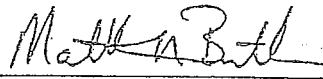


January 18, 2011

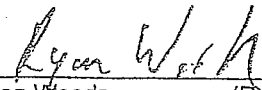
Beverly Abels (Date)
Program Delivery Services Division
Department of Administrative Services

 1/20/11
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) | SOC. SEC. NO. (processing delayed if not filled in) |
| Sheila Alesch | [REDACTED] |
| HOME ADDRESS | CITY, STATE & ZIP |
| [REDACTED] | [REDACTED] |
| WORK LOCATION | |
| Night shift Nursing at Devotee Mental Health | |

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION in and all that may apply

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

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

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

ADJUSTMENT REQUIRED: Make whole in all matters

| | | | |
|--|-------------------|------------------------------|--|
| EMPLOYEE (GRIEVANT) SIGNATURE (optional) | DATE | UNION STEWARD'S SIGNATURE | STEWARDS SOC. SEC. NO. (processing delayed if not filled in) |
| Sheila Alesch | 8-17-10 | Ann M. Gerber-Dornack | [REDACTED] |
| (STEWARDS) HOME ADDRESS | CITY, STATE & ZIP | (STEWARDS) HOME PHONE NUMBER | |
| [REDACTED] | [REDACTED] | [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 | DATE RECEIVED | DATE ANSWERED |
| DISPOSITION OF GRIEVANCE: | Andrea May | 11/17/10 | 3/17/10 |
| 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 | DATE RECEIVED | DATE ANSWERED |
| DISPOSITION OF GRIEVANCE: | Preston DeBoer | 11/17/10 | |
| Withdrawn upon Settlement | | | |

MANAGEMENT'S COPY (Traveling Copy)

11-0066

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61
GRIEVANCE SETTLEMENT AGREEMENT

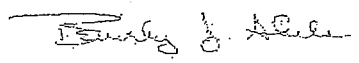
The State of Iowa, Department of Administrative Services-Human Resources Enterprise and Department of Human Services-Glenwood Resource Center, hereinafter State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement 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.

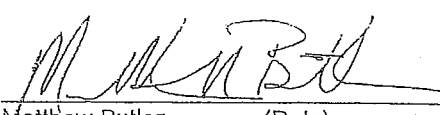
This settlement arose out of a situation in which the Grievant was given a three day suspension on August 17, 2010. Based on this situation, the parties agree to the following:

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 |
|---------|---|---------|---|

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 |

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) Milla Sires-Woods | SOC. SEC. NO. (crossing delayed if not filled in) |
| HOME ADDRESS | CITY, STATE & ZIP |
| WORK LOCATION Fowa Veterans Home | |

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

| | |
|--------------|--------------------------------|
| ARTICLE 4 | SECTION 9 + All photography |
|--------------|--------------------------------|

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. Hele | 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 3/41 Glenwood Resource Center

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION
 ARTICLE Art. 14.1 SECTION 12 all that apply
Art. 14.1 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) |
| AVL WILSON | [Redacted] |
| HOWARD | [Redacted] |
| MC | [Redacted] |
| DATE | 11-01-10 |
| EMPLOYEE | GARY YOUNG |
| EMPLOYEE ID | [Redacted] |
| EMPLOYEE ADDRESS | [Redacted] |
| EMPLOYEE PHONE NUMBER | [Redacted] |
| EMPLOYEE HOME PHONE NUMBER | [Redacted] |

STATE (If issue involved and the date the incident took place)

ARTICLE 4 SECTION 9

ADJUST: [Redacted]

7-1-10

IF REQUIRED:

THE PLANT WANTS 1 day pay back.

| | | | |
|--|---------------------|--------------------------------|---------|
| EMPLOY (GRIEVANT) SIGNATURE (optional) | DATE | UNION REPRESENTATIVE SIGNATURE | DATE |
| [Redacted] | 11/1/10 | [Redacted] | 11/1/10 |
| EMPLOYEE HOME ADDRESS | CITY/STATE/ZIP | EMPLOYEE HOME PHONE NUMBER | |
| 22 Sherwood Street | Greenwood, IA 52534 | 721-580-0780 | |

| | | |
|-------------------------------------|---------------|---------------|
| MANAGEMENT REPRESENTATIVE SIGNATURE | DATE RECEIVED | DATE ANSWERED |
| [Redacted] | 9-16-10 | 10/12/2010 |

| | | |
|-------------------------------------|---------------|---------------|
| MANAGEMENT REPRESENTATIVE SIGNATURE | DATE RECEIVED | DATE ANSWERED |
| [Redacted] | 9-16-10 | 10/12/2010 |

STATE OF IOWA

DEPARTMENT OF WORKERS COMPENSATION

STATE OF IOWA

DEPARTMENT OF WORKERS COMPENSATION

STATE OF IOWA

DEPARTMENT OF WORKERS COMPENSATION

| | | |
|-------------------------------------|---------------|---------------|
| MANAGEMENT REPRESENTATIVE SIGNATURE | DATE RECEIVED | DATE ANSWERED |
| [Redacted] | 10/12/10 | 10/12/10 |

MANAGEMENT'S COPY (Traveling Copy)

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61
SETTLEMENT AGREEMENT

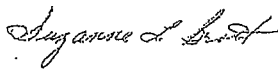
The State of Iowa, Department of Administrative Services-Human Resources Enterprise, and the Iowa Workforce Development Department, hereinafter State, and the American Federation of State, County and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and 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.

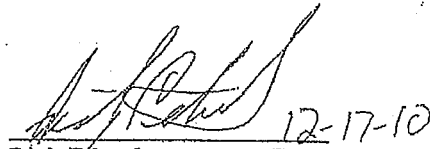
FOR THE STATE

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



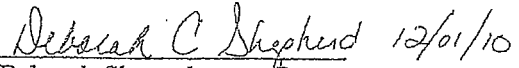
Ellen Batten Date
Grievant
Iowa Workforce Development



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 | IMMEDIATE SUPERVISOR Kris Rhode |

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

| | | | |
|---------|---|---------|--------------------|
| ARTICLE | 4 | SECTION | 9 - all that apply |
|---------|---|---------|--------------------|

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

| | | |
|--|--------------------------|-----------------------------|
| MANAGEMENT REPRESENTATIVE'S SIGNATURE [Signature] | DATE RECEIVED 9-21-10 | DATE ANSWERED 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 [Signature] | DATE RECEIVED | DATE ANSWERED |
|--|---------------|---------------|

DISPOSITION OF GRIEVANCE

MANAGEMENT'S COPY (Traveling Copy)

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and Department of Corrections, 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

Stephanie 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 Mullien 12/22/10
Ron Mullien 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

T. Patton
AFSCME

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61
SETTLEMENT AGREEMENT

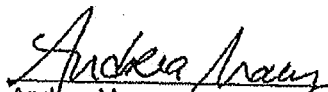
The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and General Services Enterprise, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final 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:

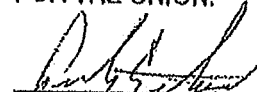
1. The Grievant will resign in lieu of termination effective December 30, 2010. The termination letter dated November 12, 2010, will be rescinded and replaced with this Settlement Agreement which will constitute a letter of resignation (with good cause attributable to the Employer for purposes of unemployment 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:

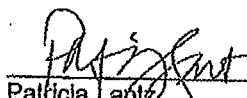

Andrea Macy
Labor Relations Specialist
Department of Administrative Services
Human Resources Enterprise

12/21/10
Date

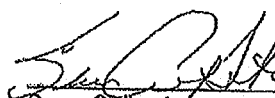
FOR THE UNION:


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] |
| (STEWARDS) HOME ADDRESS | | CITY, STATE & ZIP | (STEWARDS) HOME PHONE NUMBER |
| [REDACTED] | | [REDACTED] | [REDACTED] |

1st STEP

| | | |
|---------------------------------------|----------------|---------------|
| MANAGEMENT REPRESENTATIVE'S SIGNATURE | DATE RECEIVED | DATE ANSWERED |
| [Signature] | 11-18-10 by JD | 11-23-2010 |

DISPOSITION OF GRIEVANCE:

No Contract Violation

2nd STEP

| | | |
|---------------------------------------|---------------|---------------|
| MANAGEMENT REPRESENTATIVE'S SIGNATURE | DATE RECEIVED | DATE ANSWERED |
| JL - FAX | 12-5-10 | |

DISPOSITION OF GRIEVANCE:

| | | |
|---------------------------------------|---|---------------|
| MANAGEMENT REPRESENTATIVE'S SIGNATURE | DATE RECEIVED | DATE ANSWERED |
| [REDACTED] | | |
| 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) James Collier | SOC. SEC. NO. (processing delayed if not filled in) |
| HOME ADDRESS | CITY, STATE & ZIP |
| WORK LOCATION ISP | |

STATEMENT OF GRIEVANCE

| | |
|--------------------|-----------|
| CONTRACT VIOLATION | |
| ARTICLE 4 | SECTION 9 |

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 12-14-10 | UNION STEWARD'S SIGNATURE D. Nichols | STEWARDS SOC. SEC. NO. (processing delayed if not filled in) |
| (STEWARD) HOME ADDRESS On File | CITY, STATE & ZIP | | (STEWARD) HOME PHONE NUMBER |

1st STEP

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

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 complance 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: 12/28/11

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] |
| HOME ADDRESS | [REDACTED] |
| CITY | Glenwood, IA 51534 |
| WORK LOCATION | 4/132 GRC |

CONTRACT VIOLATION

| | |
|---------|-----|
| ARTICLE | III |
| SECTION | 9 |

STATEMENT OF GRIEVANCE

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] | STEWARD'S SOC. SEC. NO. (processing delayed if not filed in) | [REDACTED] |
| STEWARD'S HOME ADDRESS | [REDACTED] | CITY, STATE, & ZIP | Glenwood, Iowa 51534 | STEWARD'S 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] | 9-15-11 | 9/20/11 |

DISPOSITION OF GRIEVANCE
 Resolved 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)

+1-515-281-8753



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 Miller | 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 |
|-----------|-----------|

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 |
|---------------------------------------|---------------|---------------|

DISPOSITION OF GRIEVANCE

2nd STEP

| | | |
|--|--------------------------|-----------------------------|
| MANAGEMENT REPRESENTATIVE'S SIGNATURE [Signature] | DATE RECEIVED 9/27/11 | DATE ANSWERED 11/16/2011 |
|--|--------------------------|-----------------------------|

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 |
|--|---------------|---------------|

DISPOSITION OF GRIEVANCE



AFSCME COUNCIL 61
GRIEVANCE FORM

11-0264
SB/ITB

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

| | | |
|--|---|---|
| NAME OF EMPLOYEE (GRIEVANT) Kosie [REDACTED] | 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 |
|--------------|---------------|

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

The grievant was informed that her permanent schedule has changed. This occurred on 11/12/11. 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) | DATE 01/29/11 | UNION/STEWARDS SIGNATURE Paula Martinez | STEWARDS SOC. SEC. NO. (processing delayed if not filled in) |
| (STEWARDS) HOME ADDRESS [REDACTED] | CITY [REDACTED] | (STEWARDS) [REDACTED] | [REDACTED] |

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

| |
|--------------------------|
| DISPOSITION OF GRIEVANCE |
| |
| |

| | | | |
|-----------------|--|--------------------------|---------------|
| 2nd STEP | MANAGEMENT REPRESENTATIVE'S SIGNATURE [Signature] | DATE RECEIVED 1/26/11 | DATE ANSWERED |
|-----------------|--|--------------------------|---------------|

| |
|--------------------------|
| DISPOSITION OF GRIEVANCE |
| |
| |

| | | | |
|-----------------|--|--------------------------|---------------|
| 3rd STEP | MANAGEMENT REPRESENTATIVE'S SIGNATURE [Signature] | DATE RECEIVED 1/24/11 | DATE ANSWERED |
|-----------------|--|--------------------------|---------------|

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. [Signature] Tom Nelson

MANAGEMENT'S COPY (traveling Copy)

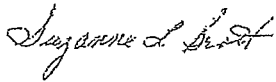
STATE OF IOWA
AND
AFSCME/IOWA COUNCIL 61
SETTLEMENT AGREEMENT

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:

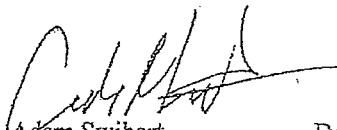
1. The State agrees to reduce the 5 day suspension without pay to a one day suspension without pay. The Grievant will be reimbursed all lost pay except for 8 hours and any lost benefits at the rate the Grievant was earning at the time of the suspension.
2. The State agrees to reduce the one day suspension 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

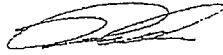


Suzanne L. Brott 05-04-11
Labor Relations Specialist
DAS-HRE

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

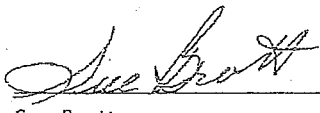
The State of Iowa, Department of Administrative Services, Human Resources Enterprise, Iowa Workforce Development, hereinafter State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution 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:

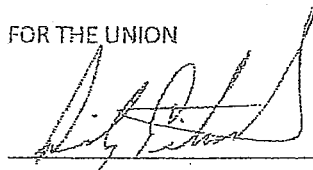
1. The termination will be removed and will be replaced by this last chance agreement.
2. The grievant will have her original seniority date restored. The time off will be considered leave without pay.
3. The grievant will be returned to work the 1st pay period [REDACTED]
4. [REDACTED]
5. In consideration 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

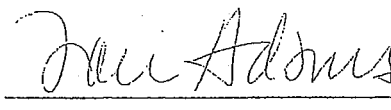
 11/18/11

Sue Brott
Labor Relations Specialist
DAS-HRE

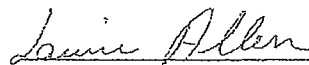
FOR THE UNION

 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] |

| | | | |
|--------------------------|---------------------------------------|---------------|---------------|
| 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 | | | |
| Disciplinary recommended. | | Grievance withdrawn. | |
| | | M [REDACTED] 3/8/11 | |

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

MANAGEMENT'S COPY (TRAVELING COPY)



AFGE COUNCIL of BA/SP GRIEVANCE FORM 11-0286

| | |
|----------------------|---------------|
| AGENCY LOCAL | 209 |
| CONTACT | Master |
| GRIEVABLE NUMBER | 1780 |
| CLASSIFICATION | OW |
| HOME PHONE NUMBER | |
| IMMEDIATE SUPERVISOR | James Hayward |

| | |
|--|---------------------------|
| NAME OF EMPLOYEE (LAST, FIRST, MIDDLE INITIAL) | Thomas, Donald |
| HOME ADDRESS | |
| CITY, STATE & ZIP | Seattle, Washington 98108 |
| WORK LOCATION | GRC - Area 3 453 Ave 5 |

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

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

STATE THE RULES INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
 On 1-17-11 was given a 3 day without pay for [redacted] to collect with DA on 1-3-11. We are filing under this Article and getting and all others that may apply.
 We want 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

Discipline rescinded Grievance withdrawn
Early Hayes 3/8/11

M. M. [redacted] 3/8/2011

TAX STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE DATE RECEIVED



AFSCME COUNCIL 61 GRIEVANCE FORM

BA / SP
11-0288

| |
|--------------------------------------|
| AFSCME LOCAL 2991 |
| Master |
| GRIEVANCE NUMBER 117811 |
| CLASSIFICATION RTW |
| IMMEDIATE SUPERVISOR Heath Sayers |

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

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

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

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 2-7-11 | DATE OF FILING 2-7-11 | DATE OF HEARING 3-8-11 |
|----------------------------|--------------------------|---------------------------|

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

| | | | |
|---|--|--------------------------|-------------------------|
| 2nd STEP | MANAGEMENT REPRESENTATIVE'S SIGNATURE [Signature] | DATE RECEIVED 2-16-11 | DATE ANSWERED 3/8/11 |
| DISPOSITION OF GRIEVANCE Discipline will be rescinded. The Grievance is withdrawn. M. H. [Signature] 3/8/2011 | | | |

| | | | |
|----------|---------------------------------------|---------------|---------------|
| 3rd STEP | MANAGEMENT REPRESENTATIVE'S SIGNATURE | DATE RECEIVED | DATE ANSWERED |
|----------|---------------------------------------|---------------|---------------|

| |
|--------------------------|
| DISPOSITION OF GRIEVANCE |
|--------------------------|

MANAGEMENT'S COPY (Traveling Copy)

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resources Enterprise (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.

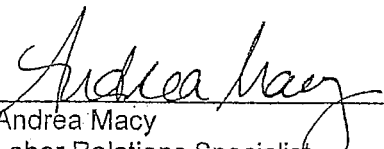
This Settlement arose out of a situation in which the Grievant was issued a one (1) day suspension on April 7, 2011, with the suspension served on April 11, 2011.

The parties have agreed to the following:

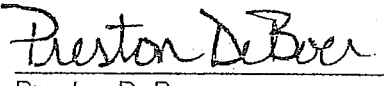
1. The one (1) day suspension will be reduced to a written reprimand dated September 30, 2011.
2. The Grievant will receive no back pay.
3. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
4. This Agreement is a good faith settlement of all issues arising from 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:

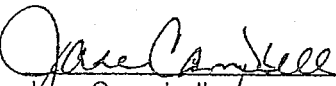
FOR THE UNION:


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

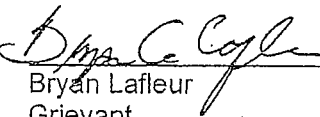
10/27/11
Date


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

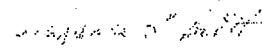
STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61
SETTLEMENT AGREEMENT

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.

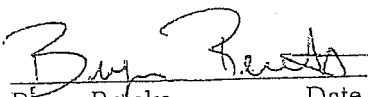
This settlement arose out of a situation in which the Grievant was issued a written reprimand on March 16, 2011. As a result of this situation, the parties have agreed to the following:

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

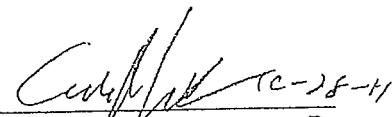


Suzanne L. Brott Date 10-26-11
Labor Relations Specialist
IA. Dept. of Admin. Services – HRE

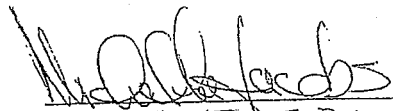


Bryan Reicks Date 10-28-11
Acting Security Director
Iowa Correctional Institution for Women

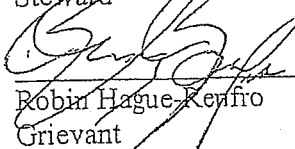
FOR THE UNION



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

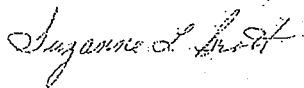
The State of Iowa, Department of Administrative Services – Human Resources Enterprise, and the Department of Human Resources – Woodward Resource Center, hereinafter State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following 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 |
|--------------|---------------|

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 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 |
|---------------------------------------|---------------|---------------|

DISPOSITION OF GRIEVANCE

Grievance was settled. Lana now has
her week vacation approved.

Approved: *[Signature]* AON
Lana Hoepker RN -
Delores Buehler

2nd STEP

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

DISPOSITION OF GRIEVANCE

Resolved by mutual agreement. The vacation was approved. The grievance is withdrawn.
[Signature]

3rd STEP

| | | |
|---|---------------|---------------|
| MANAGEMENT REPRESENTATIVE'S SIGNATURE <i>[Signature]</i> | DATE RECEIVED | DATE ANSWERED |
|---|---------------|---------------|

DISPOSITION OF GRIEVANCE

[Signature]

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) PAULA KINER | SOC. SEC. NO. (processing delayed if not filled in) | CLASSIFICATION NWC |
| HOME ADDRESS | CITY, STATE & ZIP | HOME PHONE NUMBER |
| WORK EDUCATION IOWA MEDICAL & CLINICAL CENTER | IMMEDIATE SUPERVISOR MSI P. PETERSEN | |

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:
 Above discipline is unwarranted and not justified.
 To make Grievant whole in all matters.

| | | | |
|--|-----------------------|---|---|
| EMPLOYEE (GRIEVANT) SIGNATURE (optional) Paula Kiner | DATE 6/3/11 | UNION STEWARD'S SIGNATURE Thomas Thomas | STEWARDS SOC. SEC. NO. (processing delay) |
| (STEWARD) HOME ADDRESS | CITY, STATE & ZIP | STEWARDS HOME PHONE NUMBER | |

1st STEP

| | | |
|--|--------------------------------|--------------------------------|
| MANAGEMENT REPRESENTATIVE'S SIGNATURE Julie Jones, NSI | DATE RECEIVED 6-3-11 | DATE ANSWERED 6-7-11 |
| DISPOSITION OF GRIEVANCE considered Trade - denied | | |

2nd STEP

| | | |
|--|---------------------------------|---------------------------------|
| MANAGEMENT REPRESENTATIVE'S SIGNATURE Andrea May | DATE RECEIVED 6-10-11 | DATE ANSWERED 6/28/11 |
| DISPOSITION OF GRIEVANCE Management agrees to rescind Grievant's counseling & to follow Nursing Staff Trade Policy regarding trades all etc between two Staff. | | |

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/EI

| |
|-----------------------------------|
| AFSCME LOCAL 2989 |
| CONTRACT |
| GRIEVANCE NUMBER 100531 |
| CLASSIFICATION |
| HOME PHONE NUMBER [REDACTED] |
| NAME Deb Nichols |

| | |
|---|---|
| NAME OF EMPLOYEE (GRIEVANT) Don Elliott | SOC. SEC. NO. (processing delayed if not filled in) |
| HOME ADDRESS | CITY, STATE & ZIP Fr. Madison Ia 52627 |
| WORK LOCATION ISP | |

STATEMENT OF GRIEVANCE

| | |
|----------------------|---------------------|
| CONTRACT VIOLATION | |
| ARTICLE IV | SECTION 9 |

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 [REDACTED] | CITY, STATE & ZIP [REDACTED] | (STEWARD) HOME PHONE NUMBER [REDACTED] | |

| | | | |
|--|---|--------------------------------|---------------------------------|
| 1st STEP | MANAGEMENT REPRESENTATIVE'S SIGNATURE <i>Deb Nichols</i> | DATE RECEIVED 6/9/11 | DATE ANSWERED 6/14/11 |
| DISPOSITION OF GRIEVANCE: <i>Unable to resolve @ this step. Move to the next step of the process.</i> | | | |

| | | | |
|--|---------------------------------------|---------------|--------------------------------|
| 2nd STEP | MANAGEMENT REPRESENTATIVE'S SIGNATURE | DATE RECEIVED | DATE ANSWERED 8/2/11 |
| DISPOSITION OF GRIEVANCE: <i>Written reprimand to be removed immediately.</i> | | | |
| <i>D. Nichols [Signature]</i> | | | |

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

MANAGEMENT'S COPY (Traveling Copy)



AFSCME COUNCIL 61 11-0539 GRIEVANCE FORM BA/TB

| |
|--|
| AFSCME LOCAL 2991 |
| CONTRACT Master |
| GRIEVANCE NUMBER 117847 |
| CLASSIFICATION RHW |
| HOME PHONE NUMBER () |
| IMMEDIATE SUPERVISOR Ryan Kester RTS |

| | |
|---|---|
| NAME OF EMPLOYEE (GRIEVANT) Randy Jones | SOC. SEC. NO. (processing delayed if not filled in) A |
| HOME ADDRESS | CITY, STATE, & ZIP |
| WORK LOCATION H-360 A-2 DHS-GRC | |

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 6-27-11 | UNION STEWARD'S SIGNATURE Valerie Peterson | STEWARDS SOC. SEC. NO. (processing delayed if not filled in) |
| (GRIEVANT) 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 Jim Fox | DATE RECEIVED 6-27-11 | DATE ANSWERED 8/11/2011 |
|---|---------------------------------|-----------------------------------|

| |
|--|
| 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 M. H. B. H. | DATE RECEIVED | DATE ANSWERED |
|---|---------------|---------------|

| |
|--------------------------|
| DISPOSITION OF GRIEVANCE |
| |
| |

MANAGEMENT'S COPY (Travelling 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> |
|-----------------------|----------------------|

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 |
|---------------------------------------|---------------|---------------|

DISPOSITION OF GRIEVANCE

2nd STEP

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

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> |
|---|---------------------------------|-----------------------------------|

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.