

12-0020

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 Medical and Classification Center, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Diane Betts, hereinafter the Grievant, AFSCME No. 116848/DAS No. 12-0020, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was issued a five (5) day paper suspension on July 8, 2011, for being inattentive to duty.

The parties have agreed to the following:

1. The five (5) day paper suspension will be reduced to a three (3) day paper suspension 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:

FOR THE UNION:

Andrea Macy 11/15/11
 Andrea Macy Date
 Labor Relations Specialist
 Department of Administrative Services
 Human Resources Enterprise

Earlene Anderson 11/15/11
 Earlene Anderson Date
 Staff Representative
 AFSCME Iowa Council 61

Daniel R. Craig 11/15/11
 Daniel R. Craig Date
 Warden
 Iowa Medical and Classification Center

Diane Betts 11/16/11
 Diane Betts Date
 Grievant

12-0021

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 Medical and Classification Center, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Michele Kearney, hereinafter the Grievant, AFSCME No. 101266/DAS No. 12-0021, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was issued a three (3) day suspension on July 16, 2011 (with the suspension served on July 17 through July 19, 2011), following her arrest as the result of an off-duty altercation on July 7, 2011.

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.
2. Any and all references to the Grievant's July 7, 2011, arrest for and charge of Consumption/Intoxication (Iowa Code 123.46) will be removed from the suspension letter issued upon execution of this Settlement 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:

Andrea Macy 12/22/11
 _____ Date
 Andrea Macy
 Labor Relations Specialist
 Department of Administrative Services
 Human Resources Enterprise

Earlene Anderson 12-23-11
 _____ Date
 Earlene Anderson
 Staff Representative
 AFSCME Iowa Council 61

Daniel R. Craig 12-22-11
 _____ Date
 Daniel R. Craig
 Warden
 Iowa Medical and Classification Center

Michele Kearney 12/23/11
 _____ Date
 Michele Kearney
 Grievant

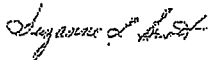
STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services-Human Resources Enterprise, and the Iowa Workforce Development Department-Region 11 - Des Moines, 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, AFSCME No. 116970/DAS-HRE No. 12-0022; Deb Shepherd & Group AFSCME No. 118313/DAS-HRE No. 12-0074; Deb Shepherd & Group AFSCME No. 118315/DAS-HRE No. 12-0075 and Matt Gifford AFSCME No. 118309/DAS-HRE No. 12-0073, hereinafter Grievants. The grievances allege a violation of Article VIII (Work Schedules), Article IX, Section 11 (Vacation) and; any and all that apply of the 2011-2013 Collective Bargaining Agreement between the parties.

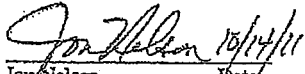
This settlement arose out of a situation in which Management in the Des Moines offices of IWD set up an extended hour trial period. This Settlement is for the trial period only and ends with the trial period on last pay period in December. As a result of the situation the parties have agreed to the following:

1. Iowa Work Force Development in Des Moines will continue to ask for volunteers to work the extended hours for a pay period at a time.
2. The Union and Employer agree that Employees volunteering to work the extended hours should not be requesting time off during that two week pay period unless there is an emergency or medical situation.
3. In consideration of the foregoing, the Union will withdraw the above grievances.
4. 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 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.
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.

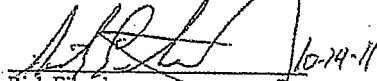
FOR THE STATE

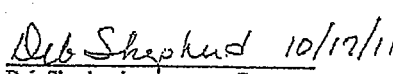


Suzanne Brott 10-14-11
Labor Relations Specialist
DAS-HRE


Jon Nelson 10/14/11
Human Resources Director
Iowa Workforce Development

FOR THE UNION


Rick Filander 10-19-11
Staff Representative
AFSCME Iowa Council 61


Deb Shepherd 10/19/11
Steward and Grievant

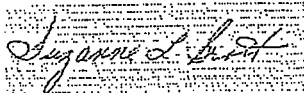
STATE OF IOWA
AND
AFSCME/IOWA COUNCIL 61
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services-Human Resources Enterprise; Department of Inspections and Appeals – 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 Devon Janssen, hereinafter Grievant, AFSCME NO. 101809/DAS No. 12-0041 that alleges a violation of Article IV, Section 9 (Discipline and Discharge), and all other applicable Articles and Sections of the 2011-2013 Collective Bargaining agreement between the parties.

This settlement arose out of a situation in which the grievant was terminated on July 22, 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 with the effective date of July 22, 2011. The Grievant must submit a resignation letter to Betty Tschetter by the close of business on November 28, 2011.
2. The Grievant will not apply for or accept any future employment with the State of Iowa. The exception to this will be for a gubernatorial appointment or appointment to an at-will position.
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



11-16-11

Suzanne L. Brott Date
Labor Relations Specialist
DAS-HRE

FOR THE UNION

Rick Eilander Date
Staff Representative
AFSCME/Iowa Council 61

Beverly Zylstra Date
Deputy Director
Dept. of Inspections and Appeals

Shane Shook Date
Steward

Devon Janssen Date
Grievant

12-0050

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 Medical and Classification 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 Kim Moyer, hereinafter the Grievant, AFSCME No. 118872/IDAS No. 12-0050, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant's employment was terminated on July 29, 2011.

The parties have agreed to the following:

1. Upon execution of this Agreement, the termination letter will be rescinded and replaced with a letter of resignation effective July 29, 2011.
2. The Grievant agrees to no future application to or employment with the Department of Corrections.
3. Requests for employment references will be responded to with the Grievant's date of hire, date of resignation, 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:

Andrea Macy 12/16/11

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

Earlene Anderson 1-11-12

 Date
 Earlene Anderson
 Staff Representative
 AFSCME Iowa Council 61

Daniel R. Craig 12-16-11

 Date
 Daniel R. Craig
 Warden
 Iowa Medical and Classification Center

Kim Moyer 1-11-12

 Date
 Kim Moyer
 Grievant

STATE OF IOWA
AND
STATE POLICE OFFICERS COUNCIL
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and Department of Public Safety, hereinafter the State, and the State Police Officers Council, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Andrew Woods, hereinafter the Grievant, IDAS No. 12-0051, that alleged a violation of Article IV, Section 10 (Discipline and Discharge) and Article XI, Section 1 (Work Rules) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant's employment was terminated on July 28, 2011.

The parties have agreed to the following:

1. Upon execution of this Agreement, the termination letter will be removed from the Grievant's personnel file and replaced with this Settlement Agreement which will constitute a letter of resignation effective July 28, 2011.
2. The Grievant agrees to no future application to or 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 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:

FOR THE UNION:

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

Susanna Brown 8/16/11
 Susanna Brown Date
 Executive Director
 State Police Officers Council

Larry Natta 8/16/11
 Larry Natta Date
 Commissioner
 Department of Public Safety

Andrew Woods
 Andrew Woods Date
 Grievant

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

12 0070

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 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 Dan Crawford, hereinafter the Grievant, AFSCME No. 101267/DAS No. 12-0070, that alleged a violation of Article VIII, Section 10 (Scheduling of Volunteer Emergency Personnel) of the 2011-2013 Collective Bargaining Agreement between the parties.

The Settlement arose out of a situation in which the Grievant was required to use 53 minutes of vacation on the morning of July 11, 2011, while responding to an emergency call as a volunteer firefighter for the Lisbon Fire Department.

The parties have agreed to the following:

1. The Grievant's vacation bank will be increased by 53 minutes of vacation 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 2/24/12
Andrea Macy Date
Labor Relations Specialist
Department of Administrative Services
Human Resources Enterprise

Earlene Anderson 3/21/12
Earlene Anderson Date
Staff Representative
AFSCME Iowa Council 61

Daniel R. Craig 2-24-12
Daniel R. Craig Date
Warden
Iowa Medical and Classification Center

Dan Crawford Date
Grievant



AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL	2991
CONTRACT	Master
GRIEVANCE NUMBER	117855
CLASSIFICATION	Nursing
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Carol Hill

NAME OF EMPLOYEE (GRIEVANT)	LISA MEYER	SCC. SEC. NO. (processing delayed if not filled in)	
HOME ADDRESS	[REDACTED]	CITY STATE ZIP	[REDACTED]
WORK LOCATION	DIS GR		

STATEMENT OF GRIEVANCE

12-0140
B A T B

CONTRACT VIOLATION	ARTICLE IV	SECTION IX
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
Grievant was terminated on 8-17-11 without just cause in violation of above articles + sections & all other relevant articles + sections

ADJUSTMENT REQUIRED:
Make Grievant whole in all matters

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
Lisa Meyer	8-30-11	William Roberts	
STEWARDS HOME ADDRESS	CITY STATE ZIP		

1st STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED

DISPOSITION OF GRIEVANCE

2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[Signature]	8/30/11	

DISPOSITION OF GRIEVANCE

3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[Signature]	8/30/11	9/20/11

DISPOSITION OF GRIEVANCE
Resolved. The grievant will be allowed to resign in lieu of termination. This settlement is non precedent and grievance withdrawn

MANAGEMENT'S COPY (Traveling Copy)

Received 4/23/2012
FY12-0166

SETTLEMENT AGREEMENT

NOW COME Ken Thornton (hereinafter "Employee"), and the State of Iowa, and hereby agree as follows:

1. Employee was notified on September 1, 2011 that he would be laid off effective September 30, 2011.
2. The State of Iowa will place Employee on the Sick Leave Insurance Program (SLIP) as of April 1, 2012 with a balance of \$24,347.25, and Employee will be covered thereunder as provided by SLIP.
3. In consideration of the foregoing and of the agreements contained in this Agreement, and except as otherwise specifically provided in this Agreement, Employee irrevocably and unconditionally releases, acquits, and forever discharges the State of Iowa, and all of its officers, directors, employees, agents and attorneys, from any and all liability whatsoever from any and all claims, demands and causes of action of every nature whatsoever that it may have or may ever claim to have that relate to or arise out of Employee's termination described in paragraph 1, including but not limited to
 - a. Any complaints pending before the Iowa Civil Rights Commission (ICRC);
 - b. Case No. 12-MA-01 pending before the Iowa Public Employment Relations Board (PERB);
 - c. All claims arising out of or related to the termination.
4. In further consideration, Employee agrees never to sue the State of Iowa or its officers, directors, employees, agents, and attorneys in state or federal court on any claim whether known or with reasonable inquiry could have been discovered up to and including the date of this Agreement. The State of Iowa, likewise, agrees never to sue Employee on any claim, demand, or cause of action of every nature whatsoever from the beginning of time up to the date of this Agreement. Nothing in this Agreement, however, prohibits either party from bringing an action to enforce this Agreement or bringing an action involving conduct occurring after execution of this Agreement.
5. In further consideration, Employee agrees dismiss or withdraw his pending actions before the ICRC and PERB.
6. This Agreement identifies all the consideration that Employee will receive from the State of Iowa. Employee expressly acknowledges no other party or others acting on their behalf of the State of Iowa has made any promise for any additional consideration.
7. All parties deny any wrongdoing and liability to the other. Both parties are settling for economic reasons and to avoid the time, cost, and uncertainties of contesting the matter. This is a no-fault settlement. Employee agrees that the State of Iowa's actions 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.

8. 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.

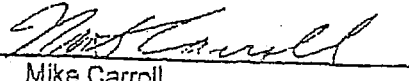
9. All parties are executing this Agreement solely in reliance upon their own knowledge, belief, and judgment and not upon any representations made by any of the other parties or others on their behalf.

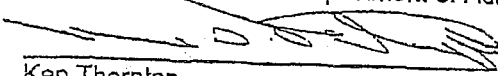
10. Each party represents to the other that:

- a. It has read this Agreement;
- b. It understands this Agreement; and
- c. It has freely and voluntarily signed this Agreement.

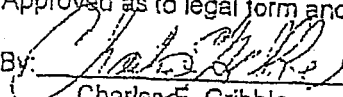
11. If any term of this Agreement is for any reason invalid or unenforceable, the rest of the Agreement remains fully valid and enforceable.

STATE OF IOWA

By:  3/27/12
Mike Carroll
Director of Iowa Department of Administrative Services


Ken Thornton

Approved as to legal form and content:

By: 
Charles E. Gribble
Attorney for Ken Thornton

12-0177

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

GRIEVANCE SETTLEMENT AGREEMENT

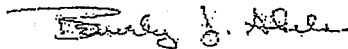
The State of Iowa, Department of Administrative Services-Human Resources Enterprise and Department of Human Services-Glenwood Resource Center, hereinafter State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Erin Martin hereinafter Grievant, AFSCME No. 117851/DAS No. 12-0177 that alleged a violation of Article IV, Section 9, *Discipline and Discharge*, of the 2009-2011 Collective Bargaining Agreement between the parties.

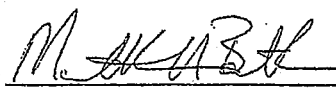
This settlement arose out of a situation in which the Grievant was terminated on September 2, 2011. Based on this situation, the parties agree to the following:

1. The grievant will be allowed to resign in lieu of discharge.
2. The grievant will be restricted from applying for future positions with the State of Iowa pursuant to Rule 54.6 of the Administrative Rules of the Iowa Department of Administration.
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:

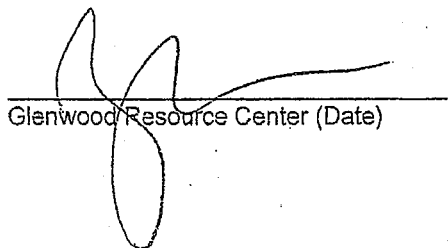
FOR THE UNION:



 11/16/2011

October 5, 2011
Beverly Abels (Date)
Program Delivery Services Division
Department of Administrative Services

Matthew Butler (Date)
Staff Representative
AFSCME Council 61


Glenwood Resource Center (Date)

Erin Martin (Date)
Grievant

IDAS 12-0225



AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL <i>2985</i>
CONTRACT <i>2011-2013</i>
GRIEVANCE NUMBER <i>111111</i>
CLASSIFICATION <i>Security</i>
HOME PHONE NUMBER <i>[REDACTED]</i>
IMMEDIATE SUPERVISOR <i>CST Hills</i>

NAME OF EMPLOYEE (GRIEVANT) <i>BRUCE MARLOWE</i>	SOCIAL SECURITY NUMBER (Filed In) <i>L</i>
HOME ADDRESS <i>[REDACTED]</i>	CITY, STATE & ZIP <i>[REDACTED]</i>
WORK LOCATION <i>LOUISA MEDICAL & CLASSIFICATION CENTER</i>	

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION	
ARTICLE <i>III</i>	SECTION <i>and all other articles that apply</i>

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
on 9/15/11 Grievant was given a 3 day suspension with out just cause.

ADJUSTMENT REQUIRED:
*make grievant whole in all matters. * 3 days suspension*

EMPLOYEE (GRIEVANT) SIGNATURE (Optional) <i>[Signature]</i>	DATE <i>9-21-11</i>	UNION STEWARD'S SIGNATURE <i>[Signature]</i>	STEWARDS SOC. SEC. NO. (Required if not filled in)
STEWARDS HOME ADDRESS <i>[REDACTED]</i>	CITY, STATE & ZIP <i>[REDACTED]</i>	STEWARDS HOME PHONE NUMBER <i>[REDACTED]</i>	

1st STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
DISPOSITION OF GRIEVANCE: <i>12-7-11 Union & Management agree to reduce this to a 21-day suspension. Not provided with 12-12-11</i>			

2nd STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
DISPOSITION OF GRIEVANCE: <i>We need to pay back 2 days</i>			

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

MANAGEMENT'S COPY (Traveling Copy)

12-0243

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 Medical and Classification Center, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Diane Hingst, hereinafter the Grievant, AFSCME No. 119259/DAS No. 12-0243, that alleged a violation of Article IX, Section 11 (Annual Leave of Absence (Vacation)) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant's vacation request for September 8 and September 9, 2011, was denied and two less senior employees' vacation requests were approved.

The parties have agreed to the following:

1. The Grievant will be approved for vacation on January 17 and January 18, 2012, regardless of whether or not any more senior Registered Nurses currently working the same shift as the Grievant have been denied vacation for the same dates.
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 1/6/12
 Andrea Macy Date
 Labor Relations Specialist
 Department of Administrative Services
 Human Resources Enterprise

Earlene Anderson 1-10-12
 Earlene Anderson Date
 Staff Representative
 AFSCME Iowa Council 61

Daniel R. Craig 1-6-12
 Daniel R. Craig Date
 Warden
 Iowa Medical and Classification Center

Diane Hingst 1-9-12
 Diane Hingst Date
 Grievant

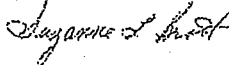
STATE OF IOWA
AND
AFSCME/IOWA COUNCIL 61
SETTLEMENT AGREEMENT

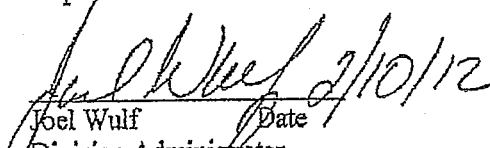
The State of Iowa, Department of Administrative Services, Human Resource Enterprise; Department on Aging, hereinafter State, and the American Federation of State, County and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievances filed by Minnie Mallard, hereinafter Grievant, AFSCME No. 121525/IDAS No. 12-0423 (Performance Evaluation); AFSCME No. 96238/IDAS no. 12-0244 (one day suspension without pay) and; AFSCME No. 1121526/IDAS No. 12-0345 (three day suspension without pay) that allege a violation of Article XI, Section 11 (Performance Evaluations) and Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of situations in which the Grievant grieved her performance evaluation on October 17, 2011 and a one (1) day suspension without pay on September 21, 2011 and a three (3) day suspension without pay on October 31, 2011. As a result of these situations the parties have agreed to the following:

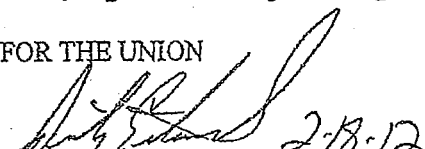
1. The State agrees to remove the one day suspension without pay and the three (3) day suspension without pay from the Grievant's personnel file as she has provided management with a notice of her retirement. The Grievant will receive back pay for the 4 days at the rate she was earning at the time of the suspensions and vacation accruals.
2. The performance evaluation will be removed from the Grievant's personnel file.
3. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
4. This Agreement is a good faith settlement of all issues arising from the facts alleged in the 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 Grievant's claims in this grievance.
5. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any grievance, arbitration, litigation or other proceeding in the future.

FOR THE STATE


Suzanne L. Brott 2-10-12
Labor Relations Specialist
Dept. of Administrative Services/HRE


Joel Wulf Date 2/10/12
Division Administrator
Department on Aging

FOR THE UNION


Rick Elander Date 2-18-12
Staff Representative
AFSCME Council 61

Minnie Mallard Date
Grievant

12-0255

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

GRIEVANCE SETTLEMENT AGREEMENT

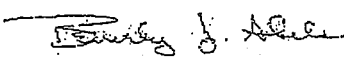
The State of Iowa, Department of Administrative Services-Human Resources Enterprise and Department of Human Services-Glenwood Resource Center, hereinafter State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Terry Mueller, hereinafter Grievant, AFSCME No. 118143/IDAS No. 12-0255 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 September 28, 2011. Based on this situation, the parties agree to the following:

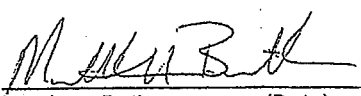
1. The grievant will be allowed to resign in lieu of discharge.
2. The grievant will be restricted from applying for future positions with the State of Iowa pursuant to Rule 54.6 of the Administrative Rules of the Iowa Department of Administration.
3. In consideration of the foregoing, the Union will 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:

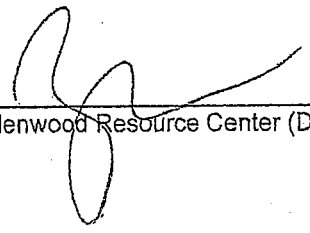
FOR THE UNION:



 October 5, 2011
 (Date)
 Beverly Abels
 Program Delivery Services Division
 Department of Administrative Services

 11/16/2011

 Matthew Butler (Date)
 Staff Representative
 AFSCME Council 61



 Glenwood Resource Center (Date)

 Terry Mueller (Date)
 Grievant



STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

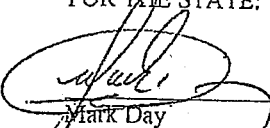
The State of Iowa, Department of Administrative Services (DAS), and the Eldora State Training School, (STS) Eldora, Iowa, hereinafter the State and the American Federation of State, County and Municipal Employees Iowa Council 61 (AFSCME), hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Local 2988, hereinafter the Grievant, AFSCME No. 84215/ IDAS 12-0269, that alleged a violation of Appendix J, Section 8 (Department of Human Services) of the 2011- 2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation where the Union and Management disagreed on an issue of reimbursement for Cold Weather Gear in September 2010.

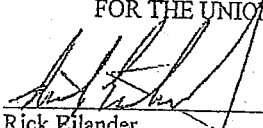
The parties have agreed to the following:

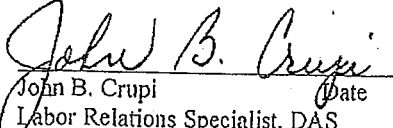
1. The Union and Management agree to split the cost, 50% / 50%, of the disputed dollar amount of \$153.40. That dollar amount is representative of two (2) employees who submitted receipts for the cold weather gear eligible for reimbursement per the Contract.
2. In consideration of the forgoing, the Union will withdraw the above referenced grievance.
3. The State denies any violation of the Contract related to this dispute. In the future, Management will expect the Union to follow the Contract specifically as stated in Appendix J, Section 8 pertaining to the one hundred dollar (\$100) per term of this Contract for cold weather protective clothing regarding employees whose job assignments require them to regularly work outside during cold weather months.
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 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 Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent or a past practice in any grievances, arbitration, litigation or other proceeding in the future.

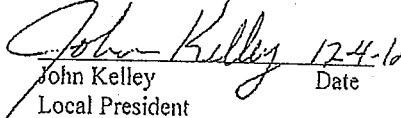
FOR THE STATE:


 Mark Day
 Superintendent
 Eldora State Training School
 12-21-12
 Date

FOR THE UNION:


 Rick Elander
 AFSCME Staff Representative
 12-4-12
 Date


 John B. Crupi
 Labor Relations Specialist, DAS
 Date


 John Kelley
 Local President
 12-4-12
 Date

12-0270

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 Dixie McGee-Carkhuff, hereinafter Grievant, AFSCME No. 97741/DAS-HRE No. 12-0276, that alleges a violation of Article XI, Section 1 (Work Rules) and all that apply of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was told she could not trade shifts with another employee on a holiday in the health services unit of the Newton Correctional Facility. As a result of this situation the parties have agreed to the following:

1. Newton Correctional Facility will allow the Grievant to switch shifts with another employee for one holiday which is Veteran's Day, November 11, 2011.
2. Management will retain its policy of not allowing employees to switch work shifts on holidays.
3. The Union acknowledges trading shifts is not part of the collective bargaining agreement.
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

FOR THE UNION

Suzanne L. Brott

Adam Swihart 11-15-11

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

Adam Swihart Date
Staff Representative
AFSCME

Steve I. Squires 11-7-11

Dixie McGee-Carkhuff 11/11/11

Steve Squires Date
Personnel Director
Newton Correctional Facility

Dixie McGee-Carkhuff 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 Department of Commerce-Alcoholic Beverages Division, hereinafter State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by the Transport Drivers, hereinafter Grievants, AFSCME No. 112399/DAS-HRE No. 12-0288, that alleges a violation of Article VII, Section 2 (Transfers within Employing Units), Article VIII, Section 1 (Permanent Schedule Change) and Article XIV, Section 2 (Retention of Benefits) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievants filed a grievance regarding how routes were posted for bid purposes. As a result of this situation the parties have agreed to the following.

1. The Alcoholic Beverages Division will repost the bid routes to include the farthest destination of that route. The Grievants understand they will deliver to the customers along that route and there may be changes through the year as new businesses may be added or others closed. The bid process will be on the basis of most senior driver to the least senior driver. When more than one employee has the same original date of hire the employee with the lower last four (4) digits of their social security number will be considered the more senior.
2. The parties agree the new routes will go into effect on November 29, 2011 and remain in effect through November 26, 2012.
3. This settlement agreement will be in effect until October 1, 2012 unless there is a mutual agreement by the State and the Union to change this process.
4. This settlement agreement supersedes and voids all previous settlement agreements pertaining to the bidding of routes.
5. In consideration of the foregoing, the Union will withdraw the above 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 cause of action addressed and arising from the Grievants' claim 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.

DAS 12-0320

NOV. 20. 2011 2:17PM

NOV. 27. 2011 1: 2



AFSCME COUNCIL 61 GRIEVANCE FORM

12-0320
Am/EL

APPROB LOCAL	2985
CONTRACT	Maste
GRIEVANCE NUMBER	106265
CLASSIFICATION	SECURITY
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	CJE Hill

NAME OF EMPLOYEE (GRIEVANT)	ORUCE MARLOWE	EMPLOYEE'S HOME PHONE NUMBER (if not listed in contract)		CLASSIFICATION	SECURITY
HOME ADDRESS	[REDACTED]	CITY, STATE & ZIP	[REDACTED]	HOME PHONE NUMBER	[REDACTED]
WORK LOCATION	Emcc			IMMEDIATE SUPERVISOR	CJE Hill

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

ARTICLE	9
SECTION	and all other articles that may apply

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
 On 10/20/11 Grievant was given a 5 day suspension with no pay
 just cause

ADJUSTMENT REQUIRED:
 Make Grievant whole in all matters
 * 5 day suspension to 3 day suspension

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARD'S BOC. SEC. NO. (if applicable)
[REDACTED]	10-20-11	[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:	12-1-11 Union & Management agree to reduce this to a 3-day suspension, with no pay for last 2 days. [REDACTED] Amfax 12-12-11		

2nd STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
DISPOSITION OF GRIEVANCE:	We need to pay back 2 days [REDACTED]		

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

12-0357

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 Ken Untrauer, hereinafter Grievant, AFSCME No. 101002/DAS No. 12-0357, that alleges a violation of Article IV, Section 9 (Discipline and Discharge) and all that apply of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was terminated on October 25, 2011. As a result of the termination the parties have agreed to the following:

1. The State will rescind the termination and allow the grievant to resign effective October 25, 2011.
2. The Grievant will not apply for or accept any future employment with state governments.
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
 _____ 3-20-12
 Suzanne L. Brott Date
 Labor Relations Specialist
 DAS

Steve Equires 3-20-12

 Steve Equires Date
 Human Resources
 Newton Correctional Facility

Terry Mapes 3-20-12

 Terry Mapes Date
 Warden
 Newton Correctional Facility

FOR THE UNION

Adam Swihart 3-23-12

 Adam Swihart Date
 Staff Representative
 AFSCME Council 61

Ryan Trease 3/20/12

 Ryan Trease Date
 Steward

Ken Untrauer 3/20/12

 Ken Untrauer Date
 Grievant

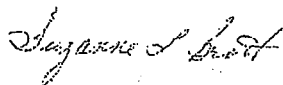
STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services-Human Resources Enterprise, and Department of Corrections – 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 Sarah Zaruba, hereinafter Grievant, AFSCME No. 101007/DAS-HRE No. 12-0469, that alleges a violation of Article VIII, Sections 2 and 8 (Overtime and Call Back) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was called back to work on a day off and then advised she was no longer needed as she was getting to the Facility. As a result of the termination the parties have agreed to the following:

1. The State agrees to reimburse the Grievant 3 hours of pay at her regular rate that she was earning on the date of the incident.
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.

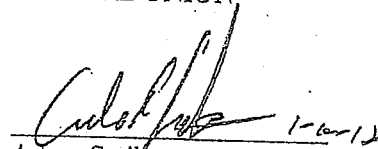
FOR THE STATE




01-06-12

Suzanne L. Brott Date
Labor Relations Specialist
DAS-HRE

FOR THE UNION


Adam Swihart Date
Staff Representative
AFSCME

Steve Squires Date
Personnel Director
Newton Correctional Facility


Sarah Zaruba Date
Grievant
1-10-2012

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

The State of Iowa, Department of Administrative Services and Department of Education, Iowa Vocational Rehabilitation Services, hereinafter the State, and the United Electrical, Radio and Machine Workers Local 893 - Iowa United Professionals, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Jennifer Marme-Lowery, hereinafter the Grievant, IUP No. 11-078/DAS No. 12-0457, that alleged a violation of Article IV, Section 11 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

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

The parties have agreed to the following:

1. Upon execution of this Settlement Agreement, the termination letter shall be removed from the Grievant's permanent personnel file and replaced with this Agreement which shall constitute a letter of resignation effective November 10, 2011.
2. The Grievant agrees to no future application to or employment with the Department of Education or its subdivision, Iowa Vocational Rehabilitation Services.
3. The State agrees not to contest the Grievant's application for unemployment insurance benefits.
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:

Stephanie L. Reynolds 6/4/12
Date
Stephanie L. Reynolds
Labor Relations Specialist
Department of Administrative Services

David Mitchell 5/31/12
Date
David Mitchell
Administrator
Iowa Vocational Rehabilitation Services

FOR THE UNION:

Michael Hansen 6/4/2012
Date
Michael Hansen
Staff Representative
UE Local 893 - IUP

Jennifer Marme-Lowery _____
Date
Jennifer Marme-Lowery
Grievant

RECEIVED

JUN 8 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, 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 Chris Conlee, hereinafter the Grievant, AFSCME No. 98810/DAS No. 12-0485, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant's employment was terminated on December 1, 2012.

The parties have agreed to the following:

1. Upon execution of this Settlement Agreement, the termination letter will be removed from the Grievant's personnel file and replaced with this Agreement which will constitute a letter of resignation effective December 1, 2012.
2. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
3. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
4. The terms of this 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 2/14/12
Stephanie L. Reynolds Date
Labor Relations Specialist
Department of Administrative Services
Human Resources Enterprise

FOR THE UNION:

Otto Groenewald 2-12-12 (by DWS)
Otto Groenewald Date
Staff Representative
AFSCME Iowa Council 61

William Spertslage 1/11/12
William Spertslage Date
Deputy Warden
Iowa State Penitentiary

Chris Conlee Date
Grievant

10-0519

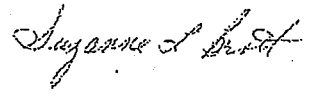
STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61
SETTLEMENT AGREEMENT

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 grievances filed by Melissa Rogers, hereinafter Grievant, AFSCME No. 118318/DAS-HRE No. 12-0519, which alleges a violation of Article IV, Section 9 (*Discipline and Discharge*) and any others that apply of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which Management terminated the Grievant's employment on December 16, 2011. As a result of this situation the parties have agreed to the following:

1. The State agrees to replace the termination letter in her personnel file with a notification to her file that it is being changed from a termination to a resignation in lieu of termination effective January 13, 2012.
2. The State will provide a lump sum payment to the Grievant of \$3,192.00 less any applicable taxes.
3. The Grievant agrees she will not apply for or accept employment at Iowa Workforce Development anytime in the future.
4. Management will not aggressively contest the grievant's right to apply for unemployment benefits.
5. In consideration of the foregoing, the Union will withdraw the above referenced grievances.
6. This Agreement is a good faith settlement of all issues arising from the facts alleged in 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.
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.

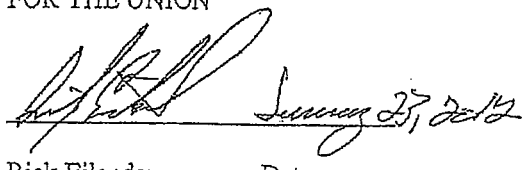
FOR THE STATE



1-13-12

Suzanne Brott Date
Labor Relations Specialist
DAS-HRE

FOR THE UNION



Rick Eilander Date
Staff Representative
AFSCME Iowa Council 61

David Eklund 1/18/12
Date
David Eklund
Bureau Manager
IWD

Melissa Rogers 1/23/12
Date
Melissa Rogers
Grievant
IWD

Jon Nelson 1/18/12
Date
Jon Nelson
Human Resources Director
IWD

12-0571

STATE OF IOWA
AND
AFSCME/IOWA COUNCIL 61
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services; Department of Transportation - Highway Division - District 4 Council Bluffs 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 Kevin Cary, hereinafter Grievant, AFSCME NO. 114962/DAS No. 12-0571 that alleges a violation of Article VIII, Section 9 (Travel Between Work Sites), Article IX, Section 13A (Traveling and Lodging) and all others that apply of the 2011-2013 Collective Bargaining agreement between the parties.

This settlement arose out of incidents regarding travel and mileage expenses during the month of January 2012. As a result of this action the parties have agreed to the following:

1. The State agrees to reimburse the Grievant for the 434 miles he had to drive his personal vehicle between Masour Valley and Council Bluffs at the appropriate state rate. The Grievant will also have 12 hours of overtime added to his compensatory bank at the premium rate. This settlement agreement will be effective April 13, 2012.
2. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
3. This Agreement is a good faith settlement of all issues arising from the facts alleged in 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. Broff

03-23-12
Suzanne L. Broff Date
Labor Relations Specialist
DAS-HRE

Linda Anderson 4-25-12
Linda Anderson Date
Office of Employee Services

FOR THE UNION

Matt Butler 3/29/2012
Matt Butler Date
Staff Representative
AFSCME/Iowa Council 61

Jason Ballach 3-29-12
Jason Ballach Date
Steward

Mar. 29. 2012 2:01PM

ia dot - council bluffs

No. 5092 P. 2

Dept. of Transportation

Greg Mawrey
Greg Mawrey
District 4 Resident Engineer
Department of Transportation

4-22-12

Date

Kevin Cary
Kevin Cary
Grievant

Date

3-29-2012

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 – 150 Des Moines Street, Des Moines, 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 grievances, hereinafter the Grievants, AFSCME No. 116995/IDAS No. 12-0600 (Group), AFSCME No. 116993/IDAS No. 12-0598 (Group), AFSCME No. 108899/IDAS No. 12-0796 (Deb Shepherd), and AFSCME No. 108901/IDAS No. 12-0794 (Daniel Noonan), that alleged violations of Article IX, Section 10 (Sick Leave) and Article IX, Section 11 (Vacation) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which IWD Management in the Des Moines office designated certain work days as "closed" for vacation requests and sick leave usage when the office is at minimum staffing levels for a particular work day due to previously approved vacation and medical leaves. IWD employees were notified they were not to request vacation on the specific work days and medical verification would be required if employees call in sick on the specific work days.

The parties have agreed to the following:

1. IWD – Des Moines will continue to notify employees of "closed" days but will allow and notify employees to request vacation even though the vacation request may be denied. If the day becomes available, vacation will be offered to either the most senior employee who was denied the vacation request, if the requested date is 60 or more days out, or whoever submitted the request first, if the requested date is less than 60 days out.
2. IWD – Des Moines will advise employees that if they do call in sick on a "closed" day they must speak with a supervisor. If the employee calls in prior to the opening of the office or does not reach the supervisor, the employee will be instructed to leave a message for the supervisor with information on where the employee can be reached so the supervisor may return the call.
3. In accordance with Article IX, Section 10(B) of the collective bargaining agreement, Management maintains the right to require medical certification or other appropriate verification for absences covered by this Section.
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 causes of action addressed and arising from the Grievants claims in these grievances.
6. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE:

Stephanie L. Reynolds 3/11/13
Date
Stephanie L. Reynolds
Labor Relations Specialist
Department of Administrative Services

FOR THE UNION:

Loretta Whitlow 2/14/13
Date
Loretta Whitlow
Staff Representative
AFSCME Iowa Council 61

Jon Nelson 2/1/13
Date
Jon Nelson
Human Resources Director
Iowa Workforce Development

Deborah C. Shepherd 02/14/13
Date
Deb Shepherd
Steward

12-0731

AFSCME Iowa Council 61

APR 13 2012

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 grievances filed by Maria Faber, hereinafter Grievant, AFSCME NO. 121530/DAS No. 12-0464 (1 day SWOP); AFSCME No. 121533/DAS No. 12-1586 (5 day SWOP); and AFSCME No. 121535/DAS No. 12-0731. These grievances allege a violation of Article IV, Section 9 (Discipline and Discharge), and all other applicable Articles and Sections of the 2011-2013 Collective Bargaining agreement between the parties.

This settlement arose out of a situation in which the grievant was terminated on March 12, 2012. She had also received a one day SWOP on November 30, 2011 and a five day SWOP on January 5, 2012. As a result of these actions the parties have agreed to the following:

1. The State agrees to rescind the Grievant’s termination letter and replace it with a letter of resignation from the Grievant effective March 12, 2012.
2. The Grievant will not apply for or accept any future employment with the Iowa Department of Inspections and Appeals.
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 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 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 grievance, arbitration litigations or other proceedings in the future.

FOR THE STATE

FOR THE UNION

Suzanne L. Brott

Greg A Lewis 4/6/2012

Suzanne L. Brott 04-04-12
Date
Labor Relations Specialist
DAS

Greg Lewis Date
Staff Representative
AFSCME/Iowa Council 61

Sam L. Langholz 4/4/12

Maria L. Faber 4-10-12

Samuel Langholz Date
State Public Defender
Dept. of Inspections and Appeals

Maria Faber Date
Grievant

M A R I A L . F A B E R

1218 Meadow Drive, Norwalk, IA 50211
641-420-7282 • faber.maria@yahoo.com

AFSCME Iowa Council 61
APR 13 2012

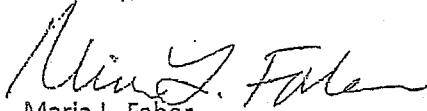
April 10, 2012

The State of Iowa

To whom it may concern,

I am submitting my letter of resignation effective March 12, 2012 as agreed to in the settlement agreement, between the The State of Iowa and AFSCME/Iowa Council 61.

Sincerely,


Maria L. Faber

STATE OF IOWA

AND

AFSCME/IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Department of Human Services- Woodward Resource Center (WRC), hereinafter State, and the American Federation of State, County and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Heidi Kimball hereinafter Grievant, AFSCME No. 117687/IDAS No. 12-0757 that alleges violations of Article IV, Section 9 (Discipline and Discharge) of the 2011-13 Collective Bargaining Agreement between the parties.

This agreement constitutes a full and final resolution of the issues that led to a one (1) day unpaid suspension issued to the Grievant on or about March 26, 2012. Based on this situation, the parties agree to the following:

1. The one (1) day suspension will be rescinded and removed from the Grievant's personnel file. The Grievant will not be eligible for back pay or accruals. Upon execution of this Agreement, the Union agrees to withdraw the grievance.
2. The Parties agree that this settlement resolves all issues arising from the facts alleged in this grievance. No promises for other or future consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
3. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any grievance, arbitration, litigation or other proceeding in the future.

Dated this ____ Day of April 2013.

FOR THE STATE:

FOR THE UNION:

Karen Kienast 6/15/13
Karen Kienast
Department of Administrative Services

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

Marsha Edgington-Bott 4-24-13
Marsha Edgington-Bott Date
Superintendent
Woodward Resource Center

Heidi Kimball Date
Grievant

Jim Johnson 3/2/13
Jim Johnson
Local President

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- Newton Correctional (DOC- NCF), 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 Lierow, hereinafter Grievant, AFSCME Nos. 97742 and 97750/IDAS No. 12-0772 and 12-0899 that allege violations of Article VIII, Section 2 (Overtime); Article XI, Section 1 (Work Rules) and Article IV, Section 9 (Discipline and Discharge) of the 2011-13 Collective Bargaining Agreement between the parties.


This agreement constitutes a full and final resolution of the issues that arose out of these grievances. 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 June 13, 2012. The Grievant will not be eligible for, nor will he apply for employment with the Iowa Department of Corrections or Department of Correctional Services in the future.
2. The Parties agree that this settlement resolves all issues arising from the facts alleged in these grievances. 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

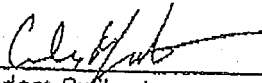
precedent in any grievance, arbitration, litigation or other proceeding in the future.

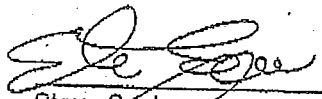
Dated this ____ day of April 2013.


FOR THE STATE:


Karen Kienast Jeffrey R. Edger
Department of Administrative Services

FOR THE UNION:


Adam Swihart
Staff Representative
AFSCME Iowa Council 61

 8-28-13
Steve Squires Date
Newton Correctional Facility

 26 Aug 2013
Jeff Lierow Date
Grievant

STATE OF IOWA
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-IOWA
CIVIL RIGHTS COMMISSION,

&

UE LOCAL 893 IOWA UNITED PROFESSIONALS
FOR SOMMAY SOULINTHAVONG, GRIEVANT

ARBITRATION NUMBERS:

13-GA-118, 13-GA-119

GRIEVANCE NUMBERS:

IDAS 12-0841, 12-0912, 13-102, 13-0124, 13-0195

UE/IUP 12-029, 12-047, 12-062, 12-064, 12-072

GRIEVANCE SETTLEMENT AGREEMENT

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

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

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 Lesley Estrada, hereinafter the Grievant, AFSCME No. 99505/DAS-HRE No. 12-0847, that alleged a violation of Article VII, Section 2 (Overtime) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was denied overtime on April 14, 2012.

The parties have agreed to the following:

1. The grievant will receive five (5) hours of compensatory time upon execution of this agreement.
2. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
3. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
4. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

Stephanie L. Reynolds 6/14/12
Stephanie L. Reynolds Date
Labor Relations Specialist
DAS-HRE

Deb Nichols 6-7-12
Deb Nichols Date
Associate Warden
Iowa State Penitentiary

FOR THE UNION

Otto Groenewald 6-12-12
Otto Groenewald Date
Staff Representative
AFSCME Iowa Council 61

Lesley Estrada _____
Lesley Estrada Date
Grievant

STATE OF IOWA
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-DEPARTMENT OF
HUMAN SERVICES,

&

UE LOCAL 893 IOWA UNITED PROFESSIONALS
FOR RHONDA KING, GRIEVANT

GRIEVANCE NUMBERS:

IDAS 12-0908, 12-0854, 12-0896
IUP 12-037, 12-038, 12-045

GRIEVANCE SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services (hereinafter "IDAS") and the Department of Human Services (hereinafter the "STATE") and Rhonda King (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement in full and final resolution of the grievances filed by the GRIEVANT, IDAS Nos. 12-0908, 12-0854, 12-0896/ IUP Nos. 12-037, 12-038, 12-045, that alleged a violation of Article VI, Section 11 of the 2011-2013 Collective Bargaining Agreement ("CBA") between the PARTIES.

1. The GRIEVANT/Union:

- a. Shall withdraw the above referenced grievances within 5 days of the date of this agreement;
- b. Agrees to no future application to or employment with the Iowa Department of Human Services;
- c. Waives any and all claims, demands, actions, liability, damages, or rights and causes of actions of any kind whether known or unknown, foreseen or unforeseen, against the State of Iowa, its current or former employees, officers and agents, arising out of or resulting from the State of Iowa's employment relationship with the GRIEVANT. These claims include, but are not limited to, all claims arising under federal, state and local statutory or common law, and all demands, claims, damages, liabilities and causes of action at law or equity, whether known or unknown, which the Grievant has, had or claims to have against the State of Iowa or its employees, in their personal or official capacity, with respect to any demands, claims, damages, liabilities and causes of action at law or equity based upon or directly or indirectly arising out of her employment relationship;
- d. Agrees to refer any and all reference checks to the Iowa Department of Human Services, Bureau of Employee Services, and knows that any such reference checks will be limited to confirmation of her dates of employment, last position held, rate of pay, the amount of accrued vacation and sick leave, and the amount of accrued sick leave that was used. The obligation under this paragraph is separable and any failure by the State of Iowa and the Department of Human Services to perform the obligation in this paragraph will only give rise to an action to enforce this paragraph.

STATE OF IOWA

AND

AFSCME/IOWA COUNCIL 61

SETTLEMENT AGREEMENT

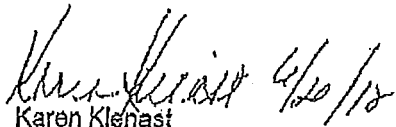
The State of Iowa, Department of Administrative Services, Human Resource Enterprise and the Department of Corrections- Newton Correctional (DOC- NCF), hereinafter State, and the American Federation of State, County and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by David Goellnitz, hereinafter Grievant, AFSCME No. 90286/IDAS No. 12-0867 that alleges violations of Article IV, Section 9 (Discipline and Discharge) of the 2011-13 Collective Bargaining Agreement between the parties.

This agreement constitutes a full and final resolution of the issues that arose out of the Grievant's termination from employment on May 25, 2012. Based on this situation, the parties agree to the following:

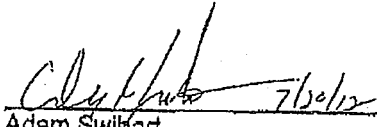
1. The Parties agree that the State will permit the Grievant to resign from his employment. The termination letter shall be removed from the Grievant's personnel file and replaced with this settlement agreement. The parties further agree that this Agreement constitutes a letter of resignation effective May 25, 2012. The Grievant will not be eligible for, nor will he apply for employment with the State of Iowa 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.

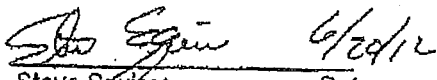
Dated this ____ Day of June 2012.

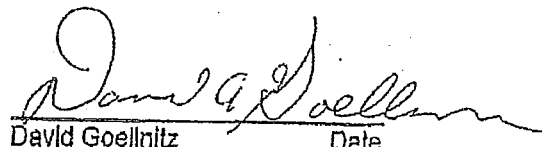
FOR THE STATE:


Karen Klenast
Department of Administrative Services

FOR THE UNION:


Adam Swihart
Staff Representative
AFSCME Iowa Council 61


Steve Squires
Newton Correctional Facility


David Goellnitz
Grievant

8-9-2013

8/15/12 completed, see attached. *J. Reynolds*

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Corrections, Mt. Pleasant Correctional Facility, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Delores Beaber, hereinafter Grievant, AFSCME No. 123028/DAS-HRE No. 12-0873, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was given a 10 day suspension without pay on May 30, 2012.

The parties have agreed to the following:

1. The Grievant has indicated her intent to voluntarily resign her employment with the State effective August 31, 2012.
2. Upon execution of this agreement, the 10 day suspension without pay shall be removed from the Grievant's personnel file and the Grievant shall be reimbursed for 80 hours of back pay and accruals at the same rate she was earning at the time of the suspension.
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

S Reynolds 8/8/12
Stephanie L. Reynolds Date
Labor Relations Specialist
DAS-HRE

FOR THE UNION

Steve Slegel 7-30-12
Steve Slegel Date
Staff Representative
AFSCME Iowa Council 61

Ron Mullen 8/7/12
Ron Mullen Date
Superintendent
Mt. Pleasant Correctional Facility

Delores Beaber Date
Grievant

cc: D. Readinger 8/1/12 for processing.

10 day suspension notice removed 8/9/12 & sent to employee
Reimbursement for 80hrs reflected on 8/24/12 paycheck.

STATE OF IOWA
AND
UE LOCAL 893 - IOWA UNITED PROFESSIONALS

SETTLEMENT AGREEMENT

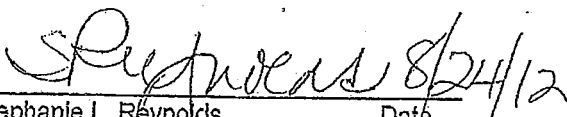
The State of Iowa, Department of Administrative Services and Department of Education, Iowa Vocational Rehabilitation Services, hereinafter the State, and the United Electrical, Radio and Machine Workers Local 893 - Iowa United Professionals, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Karin Williams, hereinafter the Grievant, IUP No. 12-039/IDAS No. 12-0882, that alleged a violation of Article IV, Section 11 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant's employment was terminated effective May 23, 2012.


The parties have agreed to the following:

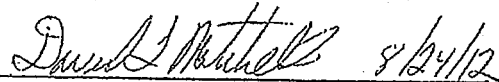
1. Upon execution of this Settlement Agreement, the termination letter shall be removed from the Grievant's permanent personnel file and replaced with this Agreement which shall constitute a letter of resignation effective May 23, 2012.
2. The Grievant agrees to no future application to or employment with the Department of Education or its subdivision, Iowa Vocational Rehabilitation Services.
3. In consideration of the foregoing, the Union, on behalf of the Grievant, will withdraw the above referenced grievance.
4. This Agreement is a good faith settlement of all issues arising from the grievance. No promises of any other or further consideration have been made by any party, to any other party. 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 any other proceedings in the future.

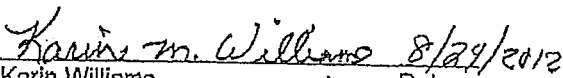
FOR THE STATE:


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

FOR THE UNION:


Greg Cross Date
Staff Representative
UE Local 893 - IUP


David Mitchell Date
Administrator
Iowa Vocational Rehabilitation Services


Karin Williams Date
Grievant

STATE OF IOWA
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-DEPARTMENT OF
TRANSPORTATION,

&

AFSCME IOWA COUNCIL 61
FOR JAMES MCGLYNN, GRIEVANT

GRIEVANCE NUMBERS:

IDAS Nos. 12-0925, 13-0176, 13-
0345, 13-6432
AFSCME Nos. 108703, 108746,
99450, 99471

GRIEVANCE SETTLEMENT AGREEMENT

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

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

STATE OF IOWA
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-IOWA
DEPARTMENT OF TRANSPORTATION,

GRIEVANCE NUMBERS:

&

IDAS# 12-0926; AFSCME # 100654

PERB No. 14-GA-005

AFSCME IOWA COUNCIL 61
FOR PHIL KETCHUM, GRIEVANT

GRIEVANCE SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services (hereinafter "IDAS") and the Iowa Department of Transportation (hereinafter the "STATE" or "DOT") and AFSCME Iowa Council 61 for Phil Ketchum (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement on this 12th day of February 2014, in full and final resolution of the grievance filed by the GRIEVANT, IDAS No. 12-0926, AFSCME No. 100654, and PERB No. 14-GA-005, that alleged a violation of Article VIII, Section 2.C. of the 2011-2013 Collective Bargaining Agreement ("CBA") between the PARTIES and agree to the following:

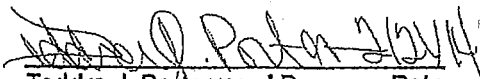
1. The GRIEVANT/Union:
 - a. Shall, in writing, immediately withdraw the above referenced grievance.
2. In consideration of the foregoing, the State of Iowa/DOT shall:
 - a. Reimburse the GRIEVANT for 83.5 (eighty-three and a half) hours in overtime back wages which should have been received 2009, 2010, and 2011 at an overtime hourly rate of \$46.35 (forty-six dollars and thirty five cents) in an amount totaling \$3,870.23 (three thousand eight hundred seventy dollars and twenty four cents) less all applicable State and Federal income taxes, social security taxes, and the employee share of IPERS within thirty business days of the date of this agreement.
 - b. Adjust the GRIEVANT'S personnel file accordingly.
3. The PARTIES agree to the following provisions:
 - a. The terms of this agreement are non-precedent setting.
 - b. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in the grievance. The PARTIES shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceedings.
 - c. No promises for other or future consideration have been made by anyone. The above consideration is all that shall be received by the PARTIES.
 - d. Nothing herein shall be construed as liability against or admission of guilt on the part of either PARTY.

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

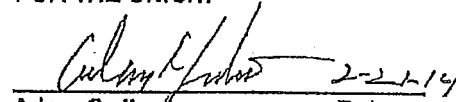
4. The PARTIES agree that this agreement is the full and final resolution of this matter.

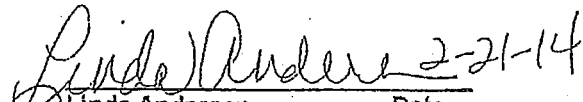
IN WITNESS WHEREOF, this settlement agreement has been duly executed by the parties hereto.

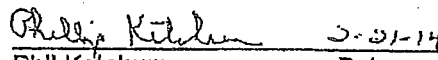
FOR THE STATE:


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

FOR THE UNION:


Adam Swihart Date
Union Representative
AFSCME Iowa Council 61


Linda Anderson Date
Employee Relations Lead Worker
Iowa Department of Transportation


Phil Ketchum Date
Grievant

STATE OF IOWA
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-IOWA
DEPARTMENT OF TRANSPORTATION,

&

GRIEVANCE NUMBERS:
IDAS 12-0929; AFSCME 101680

AFSCME IOWA COUNCIL 61
FOR TOM DENGLE, GRIEVANT

GRIEVANCE SETTLEMENT AGREEMENT


The State of Iowa, Department of Administrative Services (hereinafter "IDAS") and the Iowa Department of Transportation (hereinafter the "STATE") and AFSCME Iowa Council 61 for Tom Dengle (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement on this 29th day of October 2013, in full and final resolution of the grievance filed by the GRIEVANT, IDAS No. 12-0929, AFSCME No. 101680, that alleged a violation of Article IV, Section 9 of the 2011-2013 Collective Bargaining Agreement ("CBA") between the PARTIES and agree to the following:

1. The GRIEVANT/Union:
 - a. Shall, in writing, immediately withdraw the above referenced grievance.
2. In consideration of the foregoing, the State of Iowa/DOT:
 - a. Shall remove the one day suspension without pay from the Grievant's personnel file;
 - b. Reimburse the Grievant one day of back pay at the rate he was earning at the time of the suspension;
 - c. Shall adjust the GRIEVANT'S personnel file accordingly.
3. The PARTIES agree to the following provisions:
 - a. The terms of this agreement are non-precedent setting.
 - b. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in the grievance. The PARTIES shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceedings.
 - c. No promises for other or future consideration have been made by anyone. The above consideration is all that shall be received by the PARTIES.
 - d. Nothing herein shall be construed as liability against or admission of guilt on the part of either PARTY.
 - e. This Agreement shall serve as a good faith settlement of any and all alleged issues and damages arising from and related to the grievance.

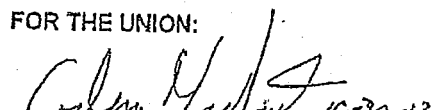
4. The PARTIES agree that this agreement is the full and final resolution of this matter.

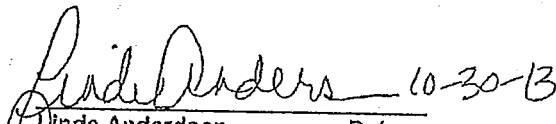
IN WITNESS WHEREOF, this settlement agreement has been duly executed by the parties hereto.

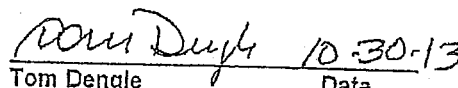
FOR THE STATE:


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

FOR THE UNION:


Adam Swihart Date
Union Representative
AFSCME Iowa Council 61


Linda Anderson Date
Employee Relations Team Leader
Iowa Department of Transportation


Tom Dingle 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 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 Karla Williams, hereinafter Grievant, AFSCME No. 101485/DAS-HRE No. 12-0011, that alleges a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 CBA between the parties.

This settlement arose out of a situation in which the Grievant was terminated on July 11, 2011. As a result of this disciplinary action the parties have agreed to the following.

1. [REDACTED] the Grievant will be reinstated as a registered nurse at the Woodward Resource Center. [REDACTED]
2. The Grievant will be returned with no back pay or benefits.
3. The Grievant will be returned to the PM shift.
4. Vacation accrual rates will begin the date the Grievant is returned to work at the appropriate rate. The Grievant's sick leave bank will be restored. The Grievant's seniority date will remain as it was on July 11, 2011.
5. In consideration of the foregoing, the Union will withdraw the above grievance.
6. 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.
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

Suzanne L. Brott

Suzanne L. Brott 11-17-11
Labor Relations Specialist Date
DAS

FOR THE UNION

Greg A. Lewis 12/01/2011
Greg Lewis Date
Staff Representative
AFSCME

Marsha Edgington-Bott Date 11-28-11
Marsha Edgington-Bott Date 11-28-11
Superintendent
Woodward Resource Center

Dan Johnson 11/8/11
Dan Johnson Date
Local President

Karla Williams 11-24-11
Karla Williams Date
Grievant

Lori DeMoss 12-1-11
Lori DeMoss DATE
Director of Nursing

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 Michelle Wonderlich, hereinafter Grievant, AFSCME No. 101487/DAS-HRE No. 12-0026, that alleges a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a five day suspension without pay on July 6, 2011. As a result of the five (5) day suspension without pay, the parties have agreed to the following:

1. The State agrees to remove the five day suspension without pay from the Grievant's personnel file 6 months from the date of this settlement agreement [REDACTED]
2. The Grievant will be reimbursed 3 day's pay and the appropriate lost accruals if the conditions of paragraph 1 are met.
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

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

FOR THE UNION

Greg A. Lewis

Greg Lewis Date
Staff Representative
AFSCME

Marsha Edgington-Bott

Marsha Edgington-Bott Date 11-28-11
Superintendent
Woodward Resource Center

Dan Johnson

Dan Johnson Date 11/28/11
Local AFSCME President

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61
SETTLEMENT AGREEMENT

12-0048

The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and Department of Human Services (DHS), Independence Mental Health Institute, 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 Sally Ives, hereinafter the Grievant, AFSCME No. 94933/DAS No. 12-0048, that alleged a violation of Article IV, Section 5 (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 three (3) day suspension on June 2, 2011, with the suspension served on June 13 through June 15, 2011.

The parties have agreed to the following:

1. [REDACTED] the three (3) day suspension will be reduced to a one (1) day suspension on May 5, 2012, and the Grievant will receive two (2) days of back pay at the rate she was earning at the time the suspension was issued.
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 12/20/11
Andrea Macy Date
Labor Relations Specialist
Department of Administrative Services
Human Resources Enterprise

Robin White 10/20/11
Robin White Date
Staff Representative
AFSCME Iowa Council 61

Tim Main 12/19/11
Tim Main Date
Social Work Administrator
Independence Mental Health Institute

Sally Ives 1/3/12
Sally Ives Date
Grievant

12-0082

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and Iowa Veterans Home, hereinafter the State, and Melissa Steffensen, hereinafter the Grievant, enter into the following Agreement in full and final resolution of the grievance filed by Melissa Steffensen, IDAS No. 12-0082, that alleged a violation of 11 IAC 60.2 (8A).

This Settlement arose out of a situation in which the Grievant was issued a five (5) day paper suspension on August 2, 2011.

The parties have agreed to the following:

1. [REDACTED] the five (5) day paper suspension will be removed from the Grievant's personnel file on August 2, 2012.
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 12/14/11
 Date
 Andrea Macy
 Labor Relations Specialist
 Department of Administrative Services
 Human Resources Enterprise

Melissa Steffensen 12-13-11
 Date
 Melissa Steffensen
 Grievant

Penny Cutler-Bermudez 12/13/11
 Date
 Penny Cutler-Bermudez
 Interim Personnel Director
 Iowa Veterans Home

SETTLEMENT AGREEMENT
FOR
CURT SALOW GRIEVANCES

The State of Iowa, Department of Administrative Services, Independence Mental Health Institute ("State") and the American Federation of State, County and Municipal Employees Iowa Council 61 ("Union"), collectively "the Parties" enter into the following agreement in full, final and complete resolution of the coaching and counseling grievance filed by Curt Salow ("Grievant") AFSCME No. 101124, DAS No. 12-0788, 13-GA-062 and the written reprimand grievance AFSCME No. 100797, DAS 12-084, 13-GA-126.


This settlement arose out of a situation in which Grievant [REDACTED]. The Parties disagreed over what level of discipline was appropriate.

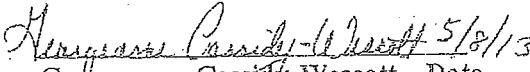
In full, final and complete resolution of both aforementioned grievances, the Parties have agreed to the following:

1. Grievant shall adhere to the State of Iowa Employee Handbook, all Independence Mental Health Institute Work Rules and Policies, and Employee Responsibilities.
2. Prior to May 17, 2013, Union shall withdraw AFSCME No. 101124, DAS No. 12-0788, 13-GA-062 the coaching and counseling grievance as well as AFSCME 100797, DAS 12-0814, 13-GA-126 the written reprimand grievance. Union shall promptly send copies of the withdrawals to PERB and both of the undersigned State representatives.
3. Prior to May 17, 2013, Union shall notify Arbitrator Harvey Nathan of the settlement and shall cancel the AFSCME No. 101124, DAS No. 12-0788 arbitration scheduled for June 4, 2013.
4. Union shall pay any and all arbitration fees, including but not limit to cancellation, docketing, and/or travel costs and fees associated with the cancelation of AFSCME No. 101124, DAS No. 12-0788.
5. Prior to May 17, 2013, Union shall notify Arbitrator Lon Moeller of the settlement and shall cancel the AFSCME 100797, DAS 12-0814 arbitration scheduled for July 15, 2013.
6. State and Union agree to split cancelation fees for AFSCME 100797, DAS 12-0814, if Arbitrator Moeller is timely notified of the cancelation. Union will solely be responsible for any additional fees or fees that occur due to a cancelation less than seven days before the hearing.
7. In exchange for the above consideration, Grievant's written reprimand issued on April 12, 2013 will be removed from his personnel file.

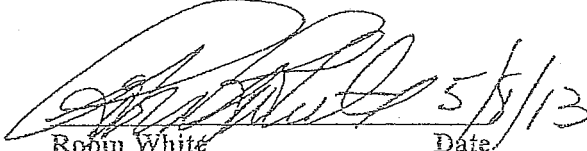
8. This Agreement shall serve as a good faith settlement of any and all alleged issues and damages arising from and related to both Grievances.
9. Grievant and Union acknowledge no promises for any other or future consideration have been made by anyone. The above consideration is all that Grievant shall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

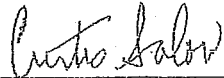
FOR THE STATE:

 5/8/13
 Laura Mommsen Date
 Labor Relations Specialist,
 Department of Administrative
 Services

 5/8/13
 Georgeanne Cassidy-Wescott Date
 Administrator of Nursing,
 MHI Independence

FOR THE UNION:

 5/8/13
 Robin White Date
 Union Representative,
 AFSCME Iowa Council 61

 5/8/13
 Curt Salow Date
 Grievant

12-0095

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 Corey Watt, hereinafter the Grievant, AFSCME No. 101222/DAS No. 12-0095, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was given a three (3) day unpaid suspension on August 5, 2011.

The parties have agreed to the following:

1. The three (3) day unpaid suspension will be reduced to a written warning and the Grievant shall be reimbursed 24 hours of compensatory time and all accruals upon execution of this agreement. This settlement agreement shall serve as the written warning.
2. The written warning shall be removed from the Grievant's permanent personnel file on February 5, 2012.
3. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
4. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
5. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE:
Stephanie L. Reynolds 10/31/11

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

FOR THE UNION:
Earlene Anderson 10/26/11

 Earlene Anderson Date
 Staff Representative
 AFSCME Iowa Council 61

Jon Nelson 10/28/11

 Jon Nelson Date
 Division Administrator Employee Services Mgr.
 Iowa Workforce Development

C. Watt 10/25/11

 Corey Watt Date
 Grievant

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, and Department of Transportation - Waterloo Driver's License Station, 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 Patty Hoffa, hereinafter the Grievant, AFSCME No. 113564/IDAS No. 12-0167, that alleged a violation of Article IX, Section 11 (Paid Annual Leave of Absence) and Article XI, Section 1 (Work Rules) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was required to take .10 hours of vacation on August 5, 2011, [REDACTED]

The parties have agreed to the following:

1. The Grievant's shall be reimbursed .10 hours of vacation.
2. The Grievant shall comply with DOT policies, procedures, and work rules [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 the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
5. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE:

Stephanie L. Reynolds 8/10/12
Stephanie L. Reynolds Date
Labor Relations Specialist
Department of Administrative Services

FOR THE UNION:

Robin White 4/28/12
Robin White Date
Staff Representative
AFSCME Iowa Council 61

Dana McKenna 4/20/12
Dana McKenna Date
Office of Employee Services

Patty Hoffa 7/13/12
Patty Hoffa Date
Grievant

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 Gwendia Naylor, hereinafter the Grievant, AFSCME No. 119546/IDAS No. 12-0181, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was given a three (3) day unpaid suspension on September 7, 2011.

The parties have agreed to the following:

1. [REDACTED]
2. [REDACTED]
3. [REDACTED] the three (3) day unpaid suspension shall be reduced to a one (1) day unpaid suspension and the Grievant shall be reimbursed 16 hours of compensatory time and all accruals. The one (1) day unpaid suspension shall remain a permanent part of the grievant's personnel file.
4. If the [REDACTED] the three (3) day unpaid suspension shall remain in force and a permanent part of the grievant's personnel file.
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:

Stephanie L. Reynolds 12/12/11

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

Joy Nelson 12/9/11

Joy Nelson Date
Employee Services Manager
Iowa Workforce Development

FOR THE UNION:

Adam Swihart 12-5-11

Adam Swihart Date
Staff Representative
AFSCME Iowa Council 61

Gwendolyn Naylor 12/1/11

Gwendolyn Naylor Date
Grievant

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61
SETTLEMENT AGREEMENT

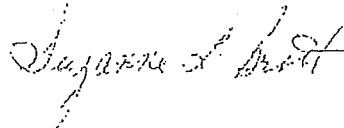
The State of Iowa, Department of Administrative Services-Human Resources Enterprise, and Department of Human Services – Woodward Resource Center, hereinafter State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Julia Kilbourne, hereinafter Grievant, AFSCME No. 101496/DAS-HRE No. 12-0256, that alleges a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was suspended without pay for three (3) days on September 18, 2011. As a result of the three (3) day suspension without pay, the parties have agreed to the following:

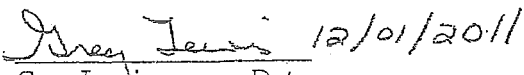
1. [REDACTED]. The Grievant will not be reimbursed for this three day suspension without pay or any missed accruals.
2. [REDACTED]
3. In consideration of the foregoing, the Union will withdraw the above grievance.
4. This agreement is a good faith settlement of all issues arising from the facts alleged 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

FOR THE UNION



Suzanne L. Brott Date
Labor Relations Specialist
DAS-HRE



Greg Lewis Date
Staff Representative
AFSCME

*Personnel
12/15/11*

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT & LAST CHANCE AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resources Enterprise, and Mt. Pleasant Correctional Facility (MPCF), hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed Josie Ensminger, hereinafter the Grievant, AFSCME No. 113792/DAS No. 12-9274, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant's employment was terminated on October 6, 2011.

The parties have agreed to the following:

1. The termination will be rescinded and reduced to a 10-day unpaid suspension and final warning. The Grievant's employment will be reinstated and she will return to her previously held position at the MPCF on December 9, 2011. The Grievant will not receive compensation for any back wages and/or accruals.
2. The Grievant's hire date and pay increase date shall remain the same.
3. The termination letter will be removed from the Grievant's personnel file and replaced with this Settlement Agreement [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:

Stephanie L. Reynolds 12/15/11
Stephanie L. Reynolds Date
Labor Relations Specialist
Department of Administrative Services
Human Resources Enterprise

FOR THE UNION:

Steve Siegel 12-13-11
Steve Siegel Date
Staff Representative
AFSCME Iowa Council 61

Ron Mullen

12/8/11

Ron Mullen, Superintendent
Mt. Pleasant Correctional Facility
~~Lowell Correctional Facility~~

Date

Josie Ensminger
Grievant

Date



AFSCME COUNCIL 61 GRIEVANCE FORM

12-0315
BA/TB

AFSCME LOCAL	2991
CONTRACT	Master
GRIEVANCE NUMBER	18052
CLASSIFICATION	RTH-CMA
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Tom Clark

NAME OF EMPLOYEE (GRIEVANT)	SOC. SEC. NO. (processing delayed if not filled in)	CLASSIFICATION
Michele Britman		RTH-CMA
HOME ADDRESS	CITY, STATE, & ZIP	HOME PHONE NUMBER
[REDACTED]	[REDACTED]	[REDACTED]
WORK LOCATION	Area 4-132	IMMEDIATE SUPERVISOR
		Tom Clark

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

ARTICLE	SECTION
III	IX

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
 Grievant was suspended without pay for five work days 10-13-11, 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	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
[REDACTED]	12-15-11	[REDACTED]	[REDACTED]
STEWARDS HOME ADDRESS			STEWARDS HOME PHONE NUMBER
[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
	[REDACTED]	10/18/11	11/16/11

DISPOSITION OF GRIEVANCE
 Resolved by mutual agreement. The five day suspension is reduced to 3 day suspension with 2 days of back pay and benefits.
 Grievance is withdrawn Settlement is not present.

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

DISPOSITION OF GRIEVANCE



AFSCME COUNCIL 61 GRIEVANCE FORM

12-0316
BA/TB

AFSCME LOCAL	2991
CONTRACT	Master
GRIEVANCE NUMBER	18153
CLASSIFICATION	R/W
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Kara Clark

NAME OF EMPLOYEE (GRIEVANT)	Robert McMann
SOC. SEC. NO. (processing delayed if not filled in)	
HOME ADDRESS	[REDACTED]
CITY, STATE, & ZIP	[REDACTED]
WORK LOCATION	Area 4-132

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION	ARTICLE IV	SECTION IX
--------------------	------------	------------

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
 Grievant was suspended without pay for five working days 10-13-11, without just cause in whole IV section IX. Another articles or sections relevant.

ADJUSTMENT REQUIRED: To make grievance whole.

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE 10-13-11	UNION STEWARD'S SIGNATURE [Signature]	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
(STEWARD) HOME ADDRESS	[REDACTED]	[REDACTED]	[REDACTED]

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

2nd STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE [Signature]	DATE RECEIVED 10/18/11	DATE ANSWERED Nov 16, 2011
DISPOSITION OF GRIEVANCE			
Resolved by Mutual Agreement. The discipline will be reduced to a 3 day suspension without pay & benefits. This settlement is not precedent.			
The grievance is withdrawn.			

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

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resource Enterprise, and Department of Corrections, Ft. Dodge 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 Patrick Bennett, hereinafter the Grievant, AFSCME No. 119550/DAS-HRE No. 12-0366, that alleged a violation of Article IV, Section (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a 40 hour unpaid suspension on October 26, 2011, with the suspension served October 29, 2011, through November 6, 2011.

[REDACTED]

The parties have agreed to the following:

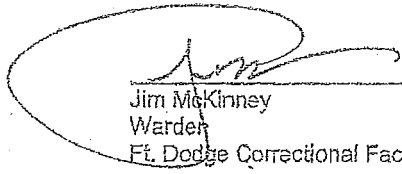
1. The 40 hour unpaid suspension shall be reduced to a 30 hour unpaid suspension upon execution of this agreement and the Grievant shall be reimbursed 10 hours of compensatory time and all accruals.
 2. The 30 hour unpaid suspension shall be reduced to a 20 hour unpaid suspension and the Grievant shall be reimbursed 10 hours of compensatory time and all accruals on January 24, 2013.
 3. The 20 hour unpaid suspension shall be removed from the Grievant's personnel file on January 24, 2014.
- [REDACTED] The Grievant will not receive any back pay or compensation for the 20 hour unpaid suspension.
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

S Reynolds 2/17/12
Stephanie L. Reynolds Date
Labor Relations Specialist
DAS-HRE

FOR THE UNION

Adam Swinart 2-16-12
Adam Swinart Date
Staff Representative
AFSCME Iowa Council 61

 2/17/12
Date
Jim McKinney
Warden
Ft. Dodge Correctional Facility

 1-31-12
Date
Patrick Bennett
Grievant

STATE OF IOWA
AND
AFSCME/IOWA COUNCIL 61
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resource Enterprise; Department of Transportation - Motor Vehicle Division - Waterloo Driver's 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 grievance filed by Gina Abben, hereinafter Grievant, AFSCME No. 113573/IDAS No. 12-0377 which allege a violation of Article X, Section 10B (4) and any and all others that apply of the 2011-2013 Collective Bargaining Agreement between the parties.

[REDACTED] As a result of this situation the parties have agreed to the following:

1. [REDACTED]
2. [REDACTED]
3. The Union acknowledges this does not impact the Employers ability to follow the provisions of the collective bargaining agreement regarding Article IX, Section 10 (Sick Leave).
4. The Grievant was allowed to utilize 5.5 hours of sick leave on October 11, 2011.
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 cause of action addressed and arising from the Grievant's claims in the grievance.
7. 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.

Stephanie L Reynolds 6/21/12
Stephanie L Reynolds
Labor Relations Specialist
Department of Administrative Services
Date

[Signature] 6/11/12
Robin White
Staff Representative
AFSCME Iowa Council 61
Date

Todd R Sadler 6-20-12
Todd Sadler
Office of Employee Services
Date

Gina Abben 6-9-12
Gina Abben
Grievant
Date

12-0384

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, Des Moines Service Delivery Area, 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 Art Appell, hereinafter the Grievant, IUP No. 11-055/DAS No. 12-0384, that alleged a violation of Article IV, Section 11 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was issued a written reprimand on September 12, 2011.

The parties have agreed to the following:

1. The written reprimand will be removed from the Grievant's personnel file six (6) months from the date of issuance [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:

FOR THE UNION:

Andrea Macy 12/14/11
 Andrea Macy Date
 Labor Relations Specialist
 Department of Administrative Services
 Human Resources Enterprise

 Greg Cross Date
 International Representative
 UE Local 893 – Iowa United Professionals

Pat Penning 12-14-11
 Pat Penning Date
 Services Area Manager
 Department of Human Services
 Des Moines Service Area

 Art Appell Date
 Grievant

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

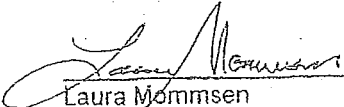
The State of Iowa, Department of Administrative Services and Department of Human Services, Independence Mental Health Institute, hereinafter State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievances filed by Ted Wienhold, hereinafter Grievant, AFSCME Nos. 95045 (DAS-HRE No. 12-0481, respectively), that alleged a violation of Article IX, Section 10(B) (Utilization of Sick Leave) or Appendix K (Attendance Policy) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation on November 1, 2011 in which Grievant [REDACTED]

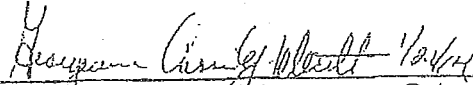
The parties have agreed to the following:

1. The Independence Mental Health Institute will remove from the grievant's file the notice provided to the grievant on November 1, 2011. [REDACTED]
2. The Union will withdraw the grievance.
3. The Union will cancel the arbitrator in this matter within two weeks of the final signature of this agreement, however if there is any cancellation fees both parties will share the cost equally.
4. This agreement is a good faith settlement of all issues arising from the facts alleged in this 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 these matters. 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:

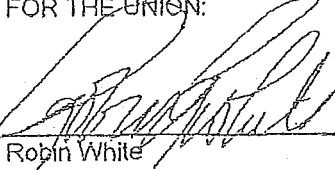


Laura Mommensen 11/23/14
Labor Relations Attorney Date
DAS

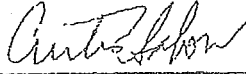


Georgeanne Cassidy-Wescott, Date
Administrator of Nursing
Independence Mental Health Institute

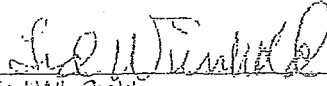
FOR THE UNION:



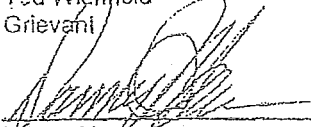
Robin White 11/20/14
Staff Representative Date
AFSCME Iowa Council 61



Curt Salow 11/20/13
2987 Local President Date


Ted Wienhold
Grievant

12/16/13
Date


Danny Hornan
AFSCME Iowa Council 61 President

1/22/2014
Date

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services-Human Resources Enterprise, and Department of Corrections – Iowa 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 John Bodling, hereinafter Grievant, AFSCME No. 116567/DAS-HRE No. 12-0489, that alleges a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a ten (10) day suspension without pay and final warning on December 4, 2011. As a result of this situation, the parties have agreed to the following:

1. The State agrees to reduce the ten (10) day suspension without pay [REDACTED] a five (5) day suspension without pay.
2. The Grievant will be reimbursed five day's pay and all missed accruals at the rate he was earning on December 4, 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 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 L. Brott

1-05-12

Suzanne L. Brott Date
Labor Relations Specialist
IA. Dept. of Admin. Services – HRE

FOR THE UNION

Adam Swihart 1-16-12

Adam Swihart Date
Staff Representative
AFSCME Iowa Council 61

Bryan Reicks 1-5-12

Bryan Reicks Date
Acting Security Director
Iowa Correctional Institution for Women

John Bodling 1-5-12

John Bodling Date
Grievant

FROM

(WED) JAN 4 2012 11:02/ST. 11:01/No. 6841116243 P 1



AFSCME COUNCIL 61 GRIEVANCE FORM

S. Brett / J. Freese

12-0541

AFSCME LOCAL	751
CONTRACT	2011-2013
GRIEVANCE NUMBER	101008
CLASSIFICATION	Travel Point
HOME PHONE NUMBER	()
IMMEDIATE SUPERVISOR	Earl Hicks

NAME OF EMPLOYEE (GRIEVANT)	SGC. SEC. NO. (processing delayed if not filled in)	CLASSIFICATION
Scott Gough		Travel Point
HOME ADDRESS	CITY, STATE & ZIP	HOME PHONE NUMBER
[Redacted]	[Redacted]	()
WORK LOCATION		IMMEDIATE SUPERVISOR
NCF		Earl Hicks

STATEMENT OF GRIEVANCE

DOC - New to:

* And all other articles & sections

CONTRACT VIOLATION	
ARTICLE	SECTION
4 *	9 *

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

Written reprimand dated 12-21-11 - [Redacted]

ADJUSTMENT REQUIRED:

Removed from file. Make grievant whole in all matters

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
[Redacted]	1-3-12	Matt Travis	
STEWARDS HOME ADDRESS	CITY, STATE & ZIP	(STEWARDS) HOME PHONE NUMBER	()
[Redacted]	[Redacted]	()	()

1st STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[Redacted]	1-3-2012	1-7-2012

DISPOSITION OF GRIEVANCE:

No Contract Violation

2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[Redacted]	1-4-12	

DISPOSITION OF GRIEVANCE:

3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
Suzanne L. Brett		April 10, 2012

DISPOSITION OF GRIEVANCE:

Management agrees to remove the written reprimand on May 1, 2012.

Admitted 4-10-12

MANAGEMENT'S COPY (Traveling Copy)

Star Jan 4-10-12

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 Mike Carle, hereinafter the Grievant, AFSCME No. 112272/DAS-HRE No. 12-0574, that alleged a violation of Article IV, Section (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a written reprimand on December 20, 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 6/5/12
Stephanie L. Reynolds Date
Labor Relations Specialist
DAS-HRE

Bill Sperfslage 4/9/12
Bill Sperfslage Date
Deputy Warden
Iowa State Penitentiary

FOR THE UNION

Otto Groenewald 6-5-12
Otto Groenewald Date
Staff Representative
AFSCME Iowa Council 61

Mike Carle
Mike Carle Date
Grievant

STATE OF IOWA
AND
AFSCME/IOWA COUNCIL 61
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services; Department of Transportation - Highway Division - District 4 Maintenance Area - Missouri Valley 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 Curt Bonham, hereinafter Grievant, AFSCME NO. 114953/DAS No. 12-0694 that alleges a violation of Article IV, Section 9 (Discipline and Discharge) and all others that apply of the 2011-2013 Collective Bargaining agreement between the parties.

This settlement arose out of a situation in which the grievant was terminated on February 14, 2012. As a result of this action the parties have agreed to the following:

1. The State agrees to return the Grievant to his position on April 13, 2012 and remove the termination from his personnel file.
2. The Parties agree the time from his termination to his return to work will be considered a suspension without pay [REDACTED]
3. [REDACTED] The Grievant will not receive any back pay or accruals.
3. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
4. This Agreement is a good faith settlement of all issues arising from the facts alleged in 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 grievances, arbitration, litigation, or other proceedings in the future.

FOR THE STATE

Suzanne L. Broff
Suzanne L. Broff Date 3/29/12
Labor Relations Specialist
DAS-HRE

FOR THE UNION

Matt Butler 3/28/2012
Matt Butler Date
Staff Representative
AFSCME/Iowa Council 61

Jinda Anderson 3-29-12
Jinda Anderson Date
Office of Employee Services
Dept. of Transportation

Jason Sallach 3-28-2012
Jason Sallach Date
Steward

Jim Bane Date
District 4 Maintenance Manager
Department of Transportation

Curt Bonham *3-28-12*

Curt Bonham Date
Grievant

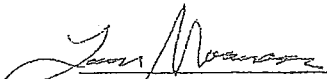
**AFSCME CONTRACT GRIEVANCE
SETTLEMENT AGREEMENT**

The State of Iowa, Department of Administrative Services and the Glenwood Resource Center ("State") along with the American Federation of State, County and Municipal Employees Iowa Council 61 ("Union"), collectively "the Parties" enter into the following Settlement Agreement ("Agreement") in full, final and complete resolution of the two grievances filed by AFSCME and on behalf of Ashley Arcangel ("Grievant") AFSCME No. 119970 / DAS 12-0752 and and AFSCME No. 120038 / DAS 12-0866 (the "Grievances").

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

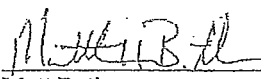
1. Prior to September 1, 2013, Union shall withdraw the Grievances. Union shall promptly send copies of the withdrawals to both of the undersigned State representatives.
2. In exchange for the withdrawal of AFSCME No. 120038 / DAS 12-0866, State agrees to reduce Grievant's five (5) day suspension issued on May 16, 2012 to a four (4) day suspension. [REDACTED] Grievant shall not receive any back pay.
3. In exchange for the withdrawals of AFSCME No. 119970 / DAS 12-0752, State agrees to reduce Grievant's three (3) day suspension issued on March 12, 2012 to a two (2) day suspension. [REDACTED] Grievant shall not receive any back pay.
4. This Agreement shall serve as a good faith settlement of any and all alleged claims and potential causes of action alleged in, related to, and/or arising from Grievance.
5. Union and Grievant acknowledge no promises for any other or future consideration have been made by anyone. The above consideration is all that Grievant shall receive for the claims and potential causes of action alleged in, related to, and/or arising from Grievance.
6. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in Grievance. The Parties shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceeding(s), which do not involve Grievant.

FOR STATE:

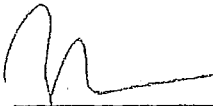


Date 9/27/13
Laura Mommensen
Labor Relations Specialist,
Dept. of Admin Services

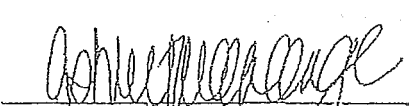
FOR UNION:



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



Date 9/24/13
Zyla McCormick
Glenwood Resource Center



Date 9/24/13
Ashley Arcangel
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 Tom Jones, hereinafter the Grievant, AFSCME No. 70052/IDAS No. 12-0766, PERB No. 14-GA-055, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was given a three (3) day suspension dated April 2, 2012, [REDACTED]

The parties have agreed to the following:

1. The three (3) day suspension will be reduced to a one (1) day suspension.
2. The Grievant will not receive any back pay or accruals.
3. In consideration of the foregoing, the Union will withdraw the above referenced grievance and grievance arbitration.
4. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
5. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE:

FOR THE UNION:

Stephanie L. Reynolds 10/28/13
Stephanie L. Reynolds Date
Labor Relations Specialist
Iowa Department of Administrative Services

Earlene Anderson 10/25/13
Earlene Anderson Date
Staff Representative
AFSCME Iowa Council 61

Deb Nichols 10-25-13
Deb Nichols Date
Associate Warden
Iowa State Penitentiary

Tom Jones 10-25-13
Tom Jones Date
Grievant

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, and Department of Transportation - Grimes Maintenance Garage, 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 Tom Dengele, hereinafter the Grievant, AFSCME No. 101679/DAS No. 12-0769, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was issued a written reprimand on April 3, 2012.

The parties have agreed to the following:

1. The written reprimand will be removed from the Grievant's personnel file on July 3, 2012, provided [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:

Stephanie L. Reynolds 4/20/12
Stephanie L. Reynolds Date
Labor Relations Specialist
Department of Administrative Services

Dana McKenna 4/20/12
Dana McKenna Date
Office of Employee Services

FOR THE UNION:

Adam Swihart 4-20-12
Adam Swihart Date
Staff Representative
AFSCME Iowa Council 61

Tom Dengele
Tom Dengele 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, Ft. Dodge 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 Craig Davis, hereinafter the Grievant, AFSCME No. 119179/DAS-HRE No. 12-0779 that alleged a violation of Article IV, Section (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a one (1) day unpaid suspension on March 27, 2012, [REDACTED] The suspension was served on April 13, 2012.

The parties have agreed to the following:

1. The one (1) day unpaid suspension will be removed from the Grievant's personnel file upon execution of this Settlement Agreement and replaced with a written reprimand.
2. The Grievant shall be reimbursed eight (8) hours of compensatory time and all accruals.
3. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
4. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
5. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

Stephanie L. Reynolds 7/31/12
Stephanie L. Reynolds / Date
Labor Relations Specialist

FOR THE UNION

Adam Swihart 7-31-12
Adam Swihart / Date
Staff Representative
AFSCME Iowa Council 61

Jim McKinney 7-19-12
Jim McKinney / Date
Warden
Ft. Dodge Correctional Facility

Craig Davis 7-30-12
Craig Davis / 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, Ft. Dodge 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 Andrew Parks, hereinafter the Grievant, AFSCME No. 119180/DAS-HRE No. 12-0780 that alleged a violation of Article IV, Section (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a one (1) day unpaid suspension on March 27, 2012, [REDACTED]. The suspension was served on April 11, 2012.

The parties have agreed to the following:

1. The one (1) day unpaid suspension will be removed from the Grievant's personnel file upon execution of this Settlement Agreement and replaced with a written reprimand.
2. The Grievant shall be reimbursed eight (8) hours of compensatory time and all accruals.
3. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
4. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
5. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

Stephanie L. Reynolds 7/31/12
Stephanie L. Reynolds Date
Labor Relations Specialist

Jim McKinney Deputy Warden
Jim McKinney Date 7-19-12
Warden
Ft. Dodge Correctional Facility

FOR THE UNION

Adam Swihart 7-7-12
Adam Swihart Date
Staff Representative
AFSCME Iowa Council 61

Andrew Parks 7-30-12
Andrew Parks 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, 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 Fraise, hereinafter the Grievant, AFSCME No. 121593/DAS No. 12-0786, that alleged a violation of Article IV, Section (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a written reprimand on April 10, 2012, [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 Reynolds 9/4/12
Stephanie Reynolds Date
Labor Relations Specialist
Department of Administrative Services

Nick Ludwick 8/21/12
Nick Ludwick Date
Warden
Iowa State Penitentiary

FOR THE UNION

Otto Groenewald 9-4-12
Otto Groenewald Date
Staff Representative
AFSCME Iowa Council 61

Mike Fraise 9-11-12
Mike Fraise 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 Iowa Department of Human Services, hereinafter the State, and the United Electrical, Radio and Machine Workers of America, Local 893 - Iowa United Professionals, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Tammy Moline, hereinafter the Grievant, IUP NO. 12-018/DAS NO. 12-0787, that alleged a violation of Article IV, Section 11 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was issued a written reprimand on February 14, 2012. [REDACTED]

The parties have agreed to the following:

1. The written reprimand shall be removed from the Grievant's personnel file upon execution of this agreement and replaced with a written work directive to be drafted by Management.
2. [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 the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
5. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE:

Stephanie Reynolds 6/25/12
Date
Stephanie Reynolds
Labor Relations Specialist
Department of Administrative Services

Marc Baty 5/25/12
Date
Marc Baty
Service Area Manager
Iowa Department of Human Services

FOR THE UNION:

Michael Hansen 6/21/2012
Date
Michael Hansen
International Representative
UE Local 893 - IUP

Tammy Moline 6/11/12
Date
Tammy Moline
Grievant

RECEIVED

JUN 25 2012

IA DEPT. OF
ADMINISTRATIVE SERVICES

RECEIVED

JUN 25 2012

IA DEPT. OF
ADMINISTRATIVE SERVICES

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Corrections, Mt. Pleasant Correctional Facility, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Kim Thornburg, hereinafter Grievant, AFSCME No. 102042/DAS-HRE No. 12-0798, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was given a five (5) day suspension without pay on March 15, 2012, with the suspension served on March 16, March 19 through March 21, and March 23, 2012.

The parties have agreed to the following:

1. The five (5) day suspension without pay will be reduced to a three (3) day suspension without pay, and the Grievant will be reimbursed for 16 hours of back pay and accruals at the same rate she was earning at the time of the suspension, on May 2, 2013,
[REDACTED]
2. 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 16 hours of back pay and accruals at the same rate she was earning at the time of the suspension, on May 2, 2014,
[REDACTED]
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 5/17/12

Stephanie L. Reynolds Date

Stephanie L. Reynolds
Labor Relations Specialist
DAS-HRE

FOR THE UNION

Steve Siegel 5-14-12

Steve Siegel Date

Steve Siegel
Staff Representative
AFSCME Iowa Council 61

Ron Mullen 5/17/12
Date
Ron Mullen
Superintendent
Mt. Pleasant Correctional Facility

Kim Thornburg 5/15/12
Date
Kim Thornburg
Grievant

STATE OF IOWA

AND

AFSCME/IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Department of Human Services- Glenwood Resource Center (GRC), hereinafter State, and the American Federation of State, County and Municipal Employees-Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Patricia Day, hereinafter Grievant, AFSCME No. 117808/IDAS No. 12-0815) that alleges violations of Article IV, Section 9 (Discipline and Discharge) of the 2011-13 Collective Bargaining Agreement between the parties.

This agreement constitutes a full and final resolution of the issues that led to a one (1) day unpaid suspension issued to the Grievant on or about April 11, 2012. Based on this situation, the parties agree to the following:

1. [REDACTED] the one (1) day suspension will be reduced to a written reprimand and the Grievant will be reimbursed for one (1) day of pay and accruals at the rate she was receiving on April 11, 2012.
2. The Parties agree that this settlement resolves all issues arising from the facts alleged in this grievance. No promises for other or future consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
4. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any grievance, arbitration, litigation or other proceeding in the future.

Dated this ____ Day of October 2012.

FOR THE STATE:

Karen Kienast 10/25/12
Karen Kienast
Department of Administrative Services

FOR THE UNION:

Matt Butler 10/22/2012
Matt Butler Date
Staff Representative
AFSCME Council-61

Zvia McCormick Date
Superintendent
Glenwood Resource Center

Patricia Day Date
Grievant

STATE OF IOWA
AND
AFSCME

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Iowa Department of Agriculture and Land Stewardship ("State") and the American Federation of State, County and Municipal Employees Iowa Council 61 ("Union"), collectively "the Parties" enter into the following Agreement in full, final and complete resolution of the grievance filed by Jon Knight ("Grievant") AFSCME No. 100798, DAS 12-0826 that alleged a violation of "Article IV, Section 9" of the 2011-2013 Collective Bargaining Agreement between the Parties and requested "make whole in all matters" ("Grievance").

This settlement arose out of a situation in which Grievant was given a five (5) day suspension and final warning [REDACTED]

[REDACTED] The material facts are not in dispute and [REDACTED]. However, the Parties disagreed over what level of discipline was appropriate.

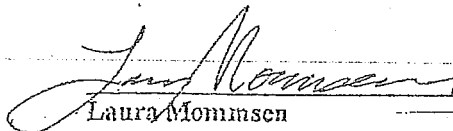
In full resolution of Grievance, the Parties have agreed to the following:

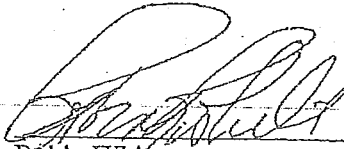
1. Grievant shall strictly adhere to all policies listed in the State of Iowa Employee Handbook and to any and all Department of Agriculture work rules and policies.
2. Union shall promptly withdraw Grievance.
3. Within three (3) business days after receiving a fully executed settlement agreement, Union shall notify Arbitrator Peter Obermeyer of the settlement and shall cancel the arbitration scheduled for February 21, 2013.
4. In exchange for the above consideration, Grievant's five (5) day suspension without pay and final warning shall be reduced to a three (3) day suspension without pay and strong warning. Grievant shall not receive back pay.
5. Because this Agreement replaces the May 1, 2012 five day suspension and final warning letter, such letter shall be removed from Grievant's personnel file.
6. This Agreement shall serve as a good faith settlement of any and all alleged issues and damages arising from and related to Grievance.
7. Grievant and Union acknowledge no promises for any other or future consideration have been made by anyone. The above consideration is all that Grievant shall receive for the claims and potential causes of action alleged in, related to, and/or arising from Grievance.

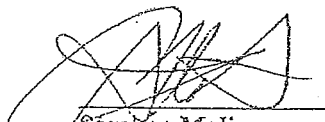
8. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in Grievance. The Parties shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceeding(s). However, Management may still reference and/or introduce this Agreement in future discipline matters involving Grievant.

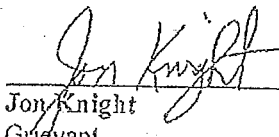
FOR THE STATE:

FOR THE UNION:

 2/8/13
Date
Laura Mommsen
Labor Relations Specialist,
Department of Administrative
Services

 2-2-13
Date
Robin White
Union Representative,
AFSCME Iowa Council 61

 2/7/13
Date
Stephen Moline
Division Administrator,
Iowa Department of Agriculture and
Land Stewardship

 1-28-13
Date
Jon Knight
Grievant

AFSCME Iowa Council 61
DEC 14 2012

GRIEVANCE SETTLEMENT AGREEMENT

DONNA SCHILLINGER


The State of Iowa, Department of Administrative Services ("State") and the American Federation of State, County and Municipal Employees Iowa Council 61 ("Union"), collectively "the Parties" enter into the following Settlement Agreement ("Agreement") in full, final and complete resolution of the grievance filed by the Donna Schillinger ("Grievant") AFSCME No. 122368/DAS 12-0869 ("Grievance"), that alleged a violation of Article IV, Section 9 of the 2011-2013 Collective Bargaining Agreement ("CBA") between the Parties.

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

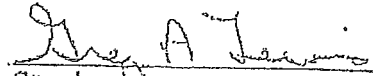
1. Union shall promptly withdraw the above referenced grievance.
2. The State shall immediately reduce the Grievant's three (3) day suspension to a one (1) day suspension.
3. [REDACTED]
4. [REDACTED] the State shall return to the Grievant two (2) days pay, at the rate in effect at the time of the original three (3) day suspension. Any impact on benefits will be adjusted accordingly. At the end of said year, the State shall remove the one (1) day suspension from the Grievant's personnel file.
5. If the [REDACTED] the State shall not return to the Grievant two (2) days pay, and the one (1) day suspension which is the subject of this Grievance shall remain in the Grievant's personnel file.
6. No promises for other or future consideration have been made by anyone. The above consideration is all that shall be received by the Parties.
7. This Agreement shall serve as a good faith settlement of any and all alleged issues and damages arising from and related to the Grievance.

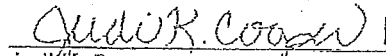
8. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in the Grievance. The Parties shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceedings.


FOR THE STATE:


Teddra Gadson
Labor Relations Specialist
DAS
Date 12/6/12

FOR THE UNION:


Greg Lewis
Union Representative
AFSCME Iowa Council 61
Date 11/21/12


Judy K. Cooper
Utilities Administrator
Iowa Utilities Board
Date 12/6/12


Donna Schillinger
Grievant
Date 12-3-12

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 Brad Peterson, hereinafter the Grievant, AFSCME No. 66921/DAS-HRE No. 12-0863, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) and Article IX (Wages and Fringe Benefits) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the eight (8) hours of vacation leave was deducted from the Grievant's accrued leave balance on April 6, 2012, [REDACTED]

The parties have agreed to the following:

1. The grievant will be reimbursed eight (8) hours of vacation leave 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 6/14/12
Date
Stephanie L. Reynolds
Labor Relations Specialist
DAS-HRE

Deb Nichols 6-7-12
Date
Deb Nichols
Associate Warden
Iowa State Penitentiary

FOR THE UNION

Otto Groenewald 6-7-12
Date
Otto Groenewald
Staff Representative
AFSCME Iowa Council 61

Brad Peterson
Date
Brad Peterson
Grievant

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, 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 Aaron Bonifazi, hereinafter the Grievant, AFSCME No. 117714/DAS No. 12-0889/PERB No. 13-GA-171, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was given a three (3) day suspension without pay on June 26, 2012, with the suspension served June 28 through June 30, 2012.

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 upon execution of this Agreement and the Grievant shall receive two days of back pay and accruals at the rate he was earning on June 28, 2012.
2. The three (3) day suspension without pay shall be used as a basis for discipline imposed [REDACTED]
3. This Agreement does not impede management's right or ability to direct the work of its employees, assign employees, maintain operational efficiencies, and determine the manner and method by which assignments and operations are conducted, to include designation of Officer in Charge (OIC) in the absence of a supervisor.
4. In consideration of the foregoing, the Union will withdraw the above referenced grievance and arbitration.
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

S Reynolds 7-11-13

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

FOR THE UNION

[Signature] 7/11/13

Robin White Date
Staff Representative
AFSCME Iowa Council 61

William Sperstage 6/24/13
Date
William Sperstage
Deputy Warden
Anamosa State Penitentiary

Aaron Bonifazi 7-10-13
Date
Aaron Bonifazi
Grievant

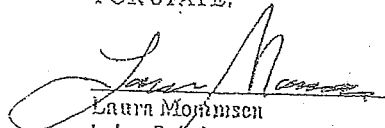
AFSCME CONTRACT GRIEVANCE
SETTLEMENT AGREEMENT

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

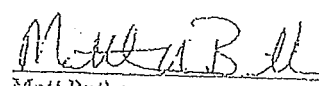
In full, final and complete resolution of the Grievances, the Parties agree to the following:

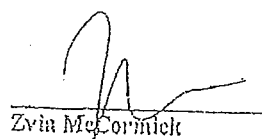
1. Prior to September 1, 2013, Union shall withdraw the Grievances. Union shall promptly send copies of the withdrawals to both of the undersigned State representatives.
2. In exchange for the withdrawal of AFSCME 120057 / DAS 13-0087, State agrees to reduce Grievant's five (5) day suspension issued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

FOR STATE:


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

FOR UNION:


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


Zvia McCormick
Glenwood Resource Center
10/3/13
Date


Starla Springs
Grievant
Date



AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL	<i>2990</i>
CONTRACT	<i>2011-2013</i>
GRIEVANCE NUMBER	<i>117670</i>

NAME OF EMPLOYEE (GRIEVANT) <i>Christopher James</i>	SOC. SEC. NO. (processing delayed if not filled in) <i>na</i>	CLASSIFICATION <i>BTW</i>
HOME ADDRESS [REDACTED]	CITY, STATE, & ZIP [REDACTED]	HOME PHONE NUMBER ()
WORK LOCATION <i>181 Cherry P.M. Shift DHS-WRC</i>	IMMEDIATE SUPERVISOR <i>Diane Street</i>	

STATEMENT OF GRIEVANCE

12-035
SB/SP

CONTRACT VIOLATION

ARTICLE <i>IV</i>	SECTION <i>9</i>
----------------------	---------------------

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
Grievant was given urgent discipline [REDACTED] on 10/15/11. [REDACTED] reports unrelated to [REDACTED] discipline. Follow best practice of progressive discipline. Stop using unrelated issues to determine progressive discipline for the purposes of discipline. To make this grievance whole.

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

1st STEP

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

2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE <i>Con-fax</i>	DATE RECEIVED <i>10/28/11</i>	DATE ANSWERED
DISPOSITION OF GRIEVANCE		

3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE <i>Dusanne L. Brost</i>	DATE RECEIVED	DATE ANSWERED <i>2-2-12</i>
DISPOSITION OF GRIEVANCE <i>Parties agree to reduce the disciplinary action to a 1 day SWOP. The grievant will be reimbursed 2 days pay and accruals at the rate being earned on 10/15/11. Done A Lewis 2/2/12</i>		

[Signature] MANAGEMENT'S COPY (Traveling Copy)

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is dated December 30, 2011, between the State of Iowa and Janet Cecelia Ryon-Walthall (Ryon-Walthall).

There is currently pending in the Iowa District Court for Polk County, Case No. CV 8876 entitled *Janet Cecelia Ryon-Walthall v. State of Iowa and Beth Townsend*.

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

The parties therefore agree as follows.

1. The State of Iowa agrees to pay a total sum of Twenty-Six Thousand One Hundred Thirty-Six and no/100 Dollars (\$26,136.00) as follows:

a. \$6,660.00, without deduction or withholding, for non-wage, compensatory damages for emotional distress. The State of Iowa will provide a State of Iowa warrant made payable to Ryon-Walthall and delivered to Ryon-Walthall's counsel.

b. \$8,000.000, for attorney's fees and costs. The State of Iowa will provide a State of Iowa warrant in this amount made payable to Roxanne Conlin & Associates P.C.

c. \$11,476.00 for back wages with all required deductions and withholdings made.

d. Additionally, Ryon-Walthall's employment with the Iowa Civil Rights Commission will be deemed to have commenced on December 10, 2010 and records will reflect that employment start date.

2. In consideration of the foregoing and of the agreements contained in this Agreement, and except as otherwise specifically provided in paragraphs 3 and 4, Ryon-Walthall irrevocably and unconditionally releases, acquits, and forever discharges the State of Iowa, the Iowa Civil Rights Commission, Beth Townsend 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 she may have or may ever claim to have that relate to or

arise out of Ryon-Walthall's recruitment, hiring, employment, or termination from employment with the State of Iowa and the Iowa Civil Rights Commission from the beginning of time to the date of this Agreement, including but not limited to:

- a. All claims arising out of her employment with the State of Iowa and the Iowa Civil Rights Commission;
- b. All claims for age, race, creed, color, sex, sexual harassment, national origin, religion, disability discrimination, or retaliation; and
- c. All claims made, or which could have been made, in the action filed in the Iowa District Court for Polk County, Case No. CV 8876 entitled *Janet Cecelia Ryon-Walthall v. State of Iowa and Beth Townsend*.

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

3. 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.

4. In further consideration, Ryon-Walthall agrees never to sue the State of Iowa, the Iowa Civil Rights Commission, Beth Townsend or their officers, directors, employees, agents, and attorneys in state or federal court arising out of or related to matters covered by this Agreement. Nothing in this Agreement, however, prohibits either party from bringing an action to enforce this Agreement.

5. In further consideration, Ryon-Walthall agrees to dismiss with prejudice the action filed in the Iowa District Court for Polk County, Case No. CV 8876 entitled *Janet Cecelia Ryon-Walthall v. State of Iowa and Beth Townsend* when this Settlement Agreement and Release have been signed by all parties.

6. **Acknowledgment of Reading and Understanding Consultation with Counsel: Period to Consider Agreement.** Ryon-Walthall, by her signature to this Agreement, acknowledges and agrees that she has carefully read and understands all provisions of this Agreement, and that she has entered into this

Agreement knowingly and voluntarily. Ryon-Walthall further acknowledges that she has consulted with or had the opportunity to consult with legal counsel.

7. This Agreement identifies all the consideration that Ryon-Walthall will receive from the State of Iowa, the Iowa Civil Rights Commission and Beth Townsend related to the claims covered by this Agreement. Ryon-Walthall expressly acknowledges no other party or others acting on their behalf has made any promise for any additional consideration other than the consideration set forth in this Agreement.

8. All parties deny any wrongdoing and liability to the other. The parties are settling for economic reasons, to buy peace, and to avoid the time, cost, and uncertainties of contesting the matter. This is a no-fault settlement. Ryon-Walthall agrees that the State of Iowa's payments under this Agreement do not constitute an admission of wrongdoing or liability on the part of the State of Iowa, the Iowa Civil Rights Commission, Beth Townsend, or their officers, directors, employees, agents, and attorneys, by whom wrongdoing and liability is expressly denied.

9. 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.


10. 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.

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

STATE OF IOWA

By:


Jeffrey C. Peterzalek
Assistant Attorney General

Beth Townsend

By:


Beth Townsend


Janet Cecilia Ryon-Walthall

Approved as to legal form & content:

By:


Roxanne Conlin

Attorney for Janet Cecilia Ryon-walthall

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resources Enterprise and Information Technology 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 Michael Wigham, hereinafter the Grievant, AFSCME No. 119147/IDAS No. 12-0017, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was issued a ten (10) day suspension and final warning on July 7, 2011 (with the suspension served on July 10 through July 21, 2011).

The parties have agreed to the following:

1. Upon execution of this Agreement, the ten (10) day suspension will be reduced to a three (3) day suspension and the Grievant will be reimbursed seven (7) days of back pay and accruals.
2. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
3. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
4. The terms of this Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE:

FOR THE UNION:

Andrea Macy 9/7/11
Date
Andrea Macy
Labor Relations Specialist
Department of Administrative Services
Human Resources Enterprise

Greg Lewis 9-8-11
Date
Greg Lewis
Staff Representative
AFSCME Iowa Council 61

Lise Meltor 9-7-11
Date
Lise Meltor
Public Service Executive 1
Department of Administrative Services
Information Technology Enterprise

Michael Wigham 9-9-11
Date
Michael Wigham
Grievant

RECEIVED

SEP 15 2011

IA DEPT. OF
ADMINISTRATIVE SERVICES

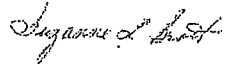
STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services-Human Resources Enterprise, and the Iowa Workforce Development Department-Region 11 – Des Moines, 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, AFSCME No. 116970/DAS-HRE No. 12-0022; Deb Shepherd & Group AFSCME No. 118313/DAS-HRE No. 12-0074; Deb Shepherd & Group AFSCME No. 118315/DAS-HRE No. 12-0075 and Matt Gifford AFSCME No. 118309/DAS-HRE No. 12-0073, hereinafter Grievants. The grievances allege a violation of Article VIII (Work Schedules), Article IX, Section 11 (Vacation) and; any and all that apply of the 2011-2013 Collective Bargaining Agreement between the parties.

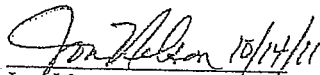
This settlement arose out of a situation in which Management in the Des Moines offices of IWD set up an extended hour trial period. This Settlement is for the trial period only and ends with the trial period on last pay period in December. As a result of the situation the parties have agreed to the following:

1. Iowa Work Force Development in Des Moines will continue to ask for volunteers to work the extended hours for a pay period at a time.
2. The Union and Employer agree that Employees volunteering to work the extended hours should not be requesting time off during that two week pay period unless there is an emergency or medical situation.
3. In consideration of the foregoing, the Union will withdraw the above grievances.
4. 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 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.
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.

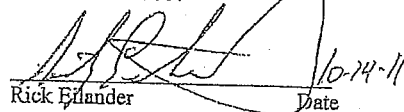
FOR THE STATE



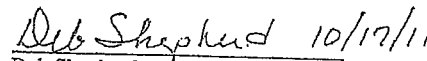
Suzanne Brott 10-14-11
Labor Relations Specialist
DAS-HRE


Jon Nelson 10/14/11
Human Resources Director
Iowa Workforce Development

FOR THE UNION


Rick Elander 10-14-11
Staff Representative

AFSCME Iowa Council 61


Deb Shepherd 10/17/11
Steward and Grievant

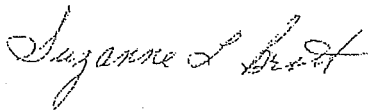
STATE OF IOWA
AND
AFSCME/IOWA COUNCIL 61
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resource Enterprise; Department of Transportation – Highway Division – Ames Complex, 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 Jared Smith, hereinafter Grievant, AFSCME No. 108410/DAS-HRE No. 12-0034 which allege a violation of Appendix I, Section 4 (DOT – Equalization of Overtime) and any 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 alleged that overtime was not equalized but actually became an issue with the posting of overtime offered, worked, declined, availability, etc. As a result of this situation the parties have agreed to the following:

1. Management agrees to include declined overtime on the employees' time sheets in the work unit so an accurate assessment of all overtime offered, worked, declined, availability, etc. can be accounted for.
2. The supervisor of the work unit will request the overtime sheets for the Office of Employee Services every pay period and post it so all employees in the work unit can see their status.
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.

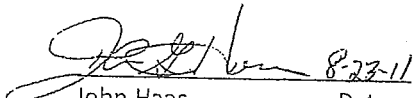
FOR THE STATE



Suzanne L. Brott 8/18/11
Labor Relations Specialist
Dept. of Administrative Services/HRE

FOR THE UNION

Adam Swihart Date
Staff Representative
AFSCME Council 61



John Haas 8-23-11
Date
Manager
Department of Transportation

Jason Prindle Date
Steward



12-0035

AFSCME COUNCIL 61 BATTB GRIEVANCE FORM

AFSCME LOCAL	# 2991
CONTRACT	Master
GRIEVANCE NUMBER	52190
CLASSIFICATION	
HOME PHONE NUMBER	(515) 246-1517
IMMEDIATE SUPERVISOR	Zvia McCormick Kelli Brodie

NAME OF EMPLOYEE (GRIEVANT)	AFSCME Iowa Council #61	SOC. SEC. NO. (processing delayed if not filled in)	
HOME ADDRESS	4320 NW 2nd Street	CITY, STATE & ZIP	Des Moines, IA 50313
WORK LOCATION	Glenwood Resource Center		

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION	
ARTICLE	SECTION
II	IV

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
requested to deliver food to Night Watch staff & was denied

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)
	6-21-11		
(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	DATE ANSWERED
DISPOSITION OF GRIEVANCE:	<i>Emily J. Abel</i>	6-21-11	8-11-2011
<i>Issue Resolved. There was a miscommunication about the request. Grievance Withdrawn. Future requests will be approved based on the circumstances at the time.</i>			

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

MANAGEMENT'S COPY (Traveling Copy)



**AFSCME COUNCIL 61
GRIEVANCE FORM**

BA/ITB
12-0071

AFSCME LOCAL	2991
CONTRACT	Master
GRIEVANCE NUMBER	117852
CLASSIFICATION	ingredient room worker
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Jane Maddocks

NAME OF EMPLOYEE (GRIEVANT)	Jeanene Elder	SOC. SEC. NO. (processing delayed if not filled in)	[REDACTED]
HOME ADDRESS	[REDACTED]	CITY, STATE & ZIP	[REDACTED]
WORKER CATEGORIES	GRC - 711 S. Vine St. Glenwood, IA 51534		

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION	sec 1-b
ARTICLE	IX
SECTION	Sec. ILE-1

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
 grievant was forced to change work hours [REDACTED]
 [REDACTED] On 7-26-11 without just
 cause in violation of above articles + sections relevant articles + sections

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)
Jeanene Elder	8-9-11	Deanna Gorman	
(STEWARD) HOME ADDRESS	[REDACTED]	CITY, STATE & ZIP	[REDACTED]
(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]	8-9-11	9/20/11

DISPOSITION OF GRIEVANCE
 Resolved by mutual agreement. The schedules for ingredient room workers will be restored to previous sched. In the future the ingredient room workers will be bid for schedules separately from the Food Service Workers.

3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED

DISPOSITION OF GRIEVANCE

MANAGEMENT'S COPY (Traveling Copy)





AFSCME COUNCIL 61 GRIEVANCE FORM

1.27.11
7.27.11

AFSCME LOCAL	3450
CONTRACT	Master
GRIEVANCE NUMBER	116977
CLASSIFICATION	911
HOME PHONE NUMBER	567 265-5482
IMMEDIATE SUPERVISOR	Steve Slater Mike Mauro

NAME OF EMPLOYEE (GRIEVANT) Group	SOC. SEC. NO. (processing delayed if not filled in)
HOME ADDRESS 4320 New 2nd Ave	CITY, STATE, & ZIP Des Moines IA 50315
WORK LOCATION Iwd/IOSH 1000 E Grand	

STATEMENT OF GRIEVANCE

SB/TB

CONTRACT VIOLATION

12-0087

ARTICLE	911 that Apply	SECTION	7 911 that Apply
	XI		

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

July 18-23, 2011 a Machine guarding training class was held in Kansas City Missouri, employees who were sent were not chosen by seniority or job class.

ADJUSTMENT REQUIRED:

make employees whole in all matters

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE July 27, 2011	UNION STEWARD'S SIGNATURE Rick E. ... Council 61	STEWARD'S SOC. SEC. NO. (processing delayed if not filled in)
(STEWARDS) HOME ADDRESS 4320 New 2nd Ave	CITY, STATE, & ZIP Des Moines IA 50315	(STEWARDS) HOME PHONE NUMBER 567 265 5482	

1st STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE

DATE RECEIVED

DATE ANSWERED

DISPOSITION OF GRIEVANCE

2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE

DATE RECEIVED

DATE ANSWERED

Cum fax

8/16/11

DISPOSITION OF GRIEVANCE

3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE

DATE RECEIVED

DATE ANSWERED

Dyanne Brock

1-24-12

DISPOSITION OF GRIEVANCE

Management will review prior training and experience of staff, along with seniority to determine training with the Union recognizing new employees may need the training first to know & complete their job duties successfully.

MANAGEMENT'S COPY (Traveling Copy)

[Handwritten signatures and initials]

12-0127



AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL	2985
CONTRACT	Master
GRIEVANCE NUMBER	
CLASSIFICATION	LAN
HOME PHONE NUMBER	
IMMEDIATE SUPERVISOR	Pauline Ketselson

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

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

ARTICLE	And all other IV Articles that apply	SECTION	And all other 9 Section that apply
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:

Grievant was given written reprimand [REDACTED] [REDACTED].
 [REDACTED] Written reprimand was given on 4-11-11. [REDACTED]
 [REDACTED] is excessive discipline.

ADJUSTMENT REQUIRED:

Change written reprimand to tard violation. Make whole in all parts.

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	Julie Davis	DATE	8-19-11	UNION STEWARD'S SIGNATURE	Brian Birch	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	[REDACTED]	DATE RECEIVED	8-7-11	DATE ANSWERED	
DISPOSITION OF GRIEVANCE	Revised				

2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	[REDACTED]	DATE RECEIVED	9-8-11	DATE ANSWERED	
DISPOSITION OF GRIEVANCE	[REDACTED] - will be handled per policy of the union - [REDACTED] Brian Birch - Steward				

3rd STEP

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

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, and Department of Transportation – Waterloo Driver's License Station, 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 Patty Hoffa, hereinafter the Grievant, AFSCME No. 113564/IDAS No. 12-0167, that alleged a violation of Article IX, Section 11 (Paid Annual Leave of Absence) and Article XI, Section 1 (Work Rules) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was required to take .10 hours of vacation on August 5, 2011, [REDACTED]

The parties have agreed to the following:

1. The Grievant's shall be reimbursed .10 hours of vacation.
2. The Grievant shall comply with DOT policies, procedures, and work rules [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 the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
5. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE:

Stephanie L Reynolds 8/6/12
Stephanie L Reynolds Date
Labor Relations Specialist
Department of Administrative Services

FOR THE UNION:

Robin White 4/28/12
Robin White Date
Staff Representative
AFSCME Iowa Council 61

Dana McKenna 4/20/12
Dana McKenna Date
Office of Employee Services

Patty Hoffa 7/13/12
Patty Hoffa Date
Grievant



AFSCME COUNCIL 61 GRIEVANCE FORM

12-075
SB/SP

AFSCME LOCAL	Woodland 2990
CONTRACT	2011-2013
GRIEVANCE NUMBER	101494
CLASSIFICATION	RTW
IMMEDIATE SUPERVISOR	Diane Stant

NAME OF EMPLOYEE (GRIEVANT)	Heidi Kimball	SOC. SEC. NO. (processing delayed if not filled in)	N/A
HOME ADDRESS	[REDACTED]	CITY, STATE & ZIP	[REDACTED]
WORK LOCATION	DHS WRC		

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION	ARTICLE IV	SECTION 9
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
 Grievant received a 3-Day Suspension on 8/28/11. Said discipline is unjust under the above Article & Section & all stress that may apply.

ADJUSTMENT REQUIRED:
 Grievant is to be made whole in all matters.

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARD'S SOC. SEC. NO. (processing delayed if not filled in)
[REDACTED]	9/10/11	[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
DISPOSITION OF GRIEVANCE:		9-9-11	

3rd STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
DISPOSITION OF GRIEVANCE:	[Signature]	11/3/11	11/3/11

State has agreed to remove the 3 day SWOP and the Union agrees there will be no reimbursement of pay or any missed accruals. Greg Lewis 11/3/11
 MANAGEMENT'S COPY (Traveling Copy) 11/3/11
 [Signature]

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

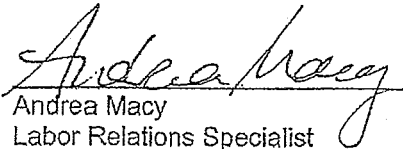
The State of Iowa, Department of Administrative Services, and Department of Human Services, Independence Mental Health Institute, hereinafter the State, and the American Federation of State, County, and Municipal Employees (AFSCME) Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievances filed by Scott Hinde, hereinafter the Grievant, AFSCME Nos. 95036 & 95043/IDAS Nos. 12-0262 & 12-0263, that alleged violations of Article IX, Section 13 (Travel and Lodging), Article XI, Section 1 (Work Rules), and Article XIV, Sections 1 (Obligation to Bargain) and 2 (Retention of Benefits) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was denied reimbursement for meals consumed while transporting patients between the dates of August 19, 2011, and January 4, 2012.

The parties have agreed to the following:

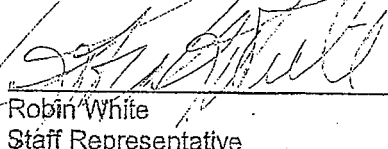
1. The Grievant will be reimbursed for employee meals in the amount of \$65.40 and reimbursed for patient meals in the amount of \$20.71 as documented in the attached spreadsheet.
 - a. Upon acceptance of this settlement agreement by all parties, the MHI Accounts Payable Department will pull together an accounting document commonly known as a TP to reimburse the Grievant \$65.40 for employee taxable meal reimbursement.
 - b. Upon acceptance of this settlement agreement by all parties, the MHI Accounts Payable Department will pull together an accounting document commonly known as a GAX to reimburse the Grievant \$20.71 for patient meal reimbursement.
 - c. All parties agree that the claims documented on the attached spreadsheet represent all claims to be made for meal reimbursements, patient or staff, incurred by the Grievant between August 19, 2011 and January 4, 2012.
 - d. Claims for meals incurred on behalf of patients by the Grievant after January 4, 2012 will continue to be reimbursed by the MHI Accounts Payable Department upon presentation of all necessary receipts and documents from the Grievant.
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 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.
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
Labor Relations Specialist
Department of Administrative Services

8/20/12
Date

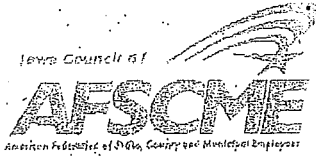
FOR THE UNION:


Robin White
Staff Representative
AFSCME Iowa Council 61

11/14/12
Date

Kevin Jimmerson 7/13/12
Kevin Jimmerson Date
Business Manager
Independence Mental Health Institute

Scott Hinde 11/13/2012
Scott Hinde Date
Grievant



AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL	525
CONTRACT	Master
GRIEVANCE NUMBER	119464
CLASSIFICATION	c/o
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Dalton / Berry

NAME OF EMPLOYEE (GRIEVANT)	SOC. SEC. NO. (processing delayed if not filled in)
Home Meyer	[REDACTED]
HOME ADDRESS	CITY, STATE, & ZIP
[REDACTED]	[REDACTED]
WORK LOCATION	
CCF / IDOC	

STATEMENT OF GRIEVANCE

12-0270
BAIR

CONTRACT VIOLATION	All That Apply
ARTICLE	IV
SECTION	II

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
 On 9/20/11, c/o Meyer received a (3) day suspension
 [REDACTED]

ADJUSTMENT REQUIRED:
 Reduce & follow progressive discipline. Make
 whole in all matters.

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
[REDACTED]	10/4/11	[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
[REDACTED]		

DISPOSITION OF GRIEVANCE

2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[Signature]	10/17/11	10/26/2011

DISPOSITION OF GRIEVANCE
 Resolved by mutual agreement. The discipline is reduced to a two day suspension.
 In lieu of back pay, the grievant will be credited 8 hours to his comp time bal.
 If there are no further violations of the same work rules in the interim, the discipline
 will be reduced to a 1 day suspension on 4/26/2012 and the grievant's account
 comp time credited with an additional 8 hours. This statement
 is not precedent.

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

DISPOSITION OF GRIEVANCE
 M. H. B. H. 10/26/2011
 J. J. 10-26-2011

MANAGEMENT'S COPY (Traveling Copy)



Grievance Form

UE Local 893 - Iowa United Professionals
4309 SW 9th St. Suite A Des Moines, IA 50315
Phone 515.299.9840 Fax 515.299.9837

GRIEVANCE NO. 11-061

12-0291

NAME OF EMPLOYEE (GRIEVANT) UE Local 893	HOME ADDRESS 2418 N. Birchwood	CITY, STATE & ZIP Davenport, IA 52804
DEPARTMENT OHS	IMMEDIATE SUPERVISOR all	GRIEVANT'S HOME PH. 563-570-5260
WORK LOCATION Davenport OHS	* address & phone info is for Emerald Dixon 1250 29th	

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION: ALL APPLICABLE AND

SR/EL

ARTICLE IV SECTION 7, 8

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
see attachment.

ADJUSTMENT REQUIRED: to make all whole

EMPLOYEE (GRIEVANT) SIGNATURE Local 893	DATE 10/16/11	STEWARD'S SIGNATURE Emerald L Dixon	DEPARTMENT (STEWARD) IMM II, OHS
(STEWARD) HOME ADDRESS Same as above	CITY, STATE, & ZIP		(STEWARD) HOME PHONE NO.

1ST STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE [Signature]	DATE RECEIVED 10/04/2011	DATE ANSWERED
------------------------------------------------------	-----------------------------	---------------

DISPOSITION ON GRIEVANCE:
agree to move directly to 3rd step

2ND STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE Felicia J. Joppert	DATE RECEIVED 10/7/11	DATE ANSWERED
-------------------------------------------------------------	--------------------------	---------------

DISPOSITION OF GRIEVANCE:

3RD STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE [Signature]	DATE ANSWERED 11/30/11	DATE RECEIVED 10/12/11
------------------------------------------------------	---------------------------	---------------------------

USPSC.com

DISPOSITION OF GRIEVANCE: Settlement - The Parties agree to continue to comply with the CBA.

RECEIVED

OCT 12 2011

IA DEPT. OF ADMINISTRATIVE SERVICES



Grievance Form

UE Local 893 - Iowa United Professionals
4309 SW 9th St. Suite A Des Moines, IA 50315
Phone 515.299.9840 Fax 515.299.9837

GRIEVANCE NO. 11-062

NAME OF EMPLOYEE (GRIEVANT) Fred Lembke	HOME ADDRESS [REDACTED]	CITY, STATE & ZIP [REDACTED]
DEPARTMENT DHS	IMMEDIATE SUPERVISOR [REDACTED]	GRIEVANT'S HOME PH. [REDACTED]
WORK LOCATION Marshall County	[Handwritten: am 1003A 12-0303]	

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION: ALL APPLICABLE AND
ARTICLE IV SECTION 11

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
On or about October 11, 2011, Mr. Lembke received a one (1) day suspension.

It is the Union and Mr. Lembke's position that this action was taken without just cause.

ADJUSTMENT REQUIRED: Revoke the suspension and make grievant whole in anyway they have been harmed, up to and including back pay.

EMPLOYEE (GRIEVANT) SIGNATURE Fred Lembke	DATE 10-13-11	STEWARDS SIGNATURE Kim Korman	DEPARTMENT (STEWARDS) DHS
(STEWARDS) HOME ADDRESS [REDACTED]	CITY, STATE & ZIP [REDACTED]	(STEWARDS) HOME PHONE NO. [REDACTED]	

1st STEP

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

DISPOSITION ON GRIEVANCE:

2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE [Handwritten: Kim Korman]	DATE RECEIVED 10/14/11	DATE ANSWERED
--------------------------------------------------------------------	---------------------------	---------------

DISPOSITION OF GRIEVANCE:
The 1-day suspension will be removed and the grievant will be reimbursed 1 day of back pay effective immediately on a non-precedent-setting basis. In consideration, the Union will withdraw the grievance.

3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE [Handwritten: Greg A. Cook]	DATE ANSWERED 2/7/12	DATE RECEIVED
----------------------------------------------------------------------	-------------------------	---------------

DISPOSITION OF GRIEVANCE:
[Handwritten: Greg A. Cook 2/7/12
UE International Representative]



AFSCME COUNCIL 61 GRIEVANCE FORM

12-0313
BA/TB

AFSCME LOCAL	2991
CONTRACT	UMaster
GRIEVANCE NUMBER	18150
CLASSIFICATION	RTW
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Ken Clark

NAME OF EMPLOYEE (GRIEVANT)	Kevin Dalt
HOME ADDRESS	[REDACTED]
WORK LOCATION	Area 4-132
SOC. SEC. NO. (processing delayed if not filled in)	[REDACTED]
CITY STATE & ZIP	[REDACTED]

STATEMENT OF GRIEVANCE

DHS-GRC

CONTRACT VIOLATION

ARTICLE	IV
SECTION	IX

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
 Grievant was suspended without pay for three work days 10-13-11 without just cause in article IV section IX. Any other articles or sections relevant.

ADJUSTMENT REQUIRED:
 10 MCK Grievance whole

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
[REDACTED]	10-18-11	[REDACTED]	[REDACTED]
(STEWARD) HOME ADDRESS	CITY STATE	(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
Cam Cox	10/18/11	11/16/11
DISPOSITION OF GRIEVANCE		
Settlement applies to 18151 also. The 3 day suspension will remain in the employee file. The 5 day suspension is reduced to a 3 day. Grievant will receive 2 days back pay and benefits. Any refusal in next 12 months (Nov 16/2012) will result in a 10 day suspension. The grievance is withdrawn. Settlement is non-precedent.		

3rd STEP

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

MANAGEMENT'S COPY (Pending Copy)



AFSCME COUNCIL 61 12-0340 GRIEVANCE FORM SB/JF

AFSCME LOCAL	451
CONTRACT	
GRIEVANCE NUMBER	116562
CLASSIFICATION	
HOME PHONE NUMBER	
IMMEDIATE SUPERVISOR	Capt. Gustin

NAME OF EMPLOYEE (GRIEVANT)	Steve Olney	SOC. SEC. NO. (processing delayed if not filled in)	[REDACTED]
HOME ADDRESS	[REDACTED]	CITY, STATE, & ZIP	[REDACTED]
EDUCATION	LCIW		

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

ARTICLE	4	SECTION	9
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
All applicable articles + sections 4
 On October 4, 2011 Mr. Olney was given a written reprimand [REDACTED]
 [REDACTED]

ADJUSTMENT REQUIRED:

Employee be made whole in all parts, progressive discipline be followed, written reprimand be removed from Employee's file/record

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
[REDACTED]	10-13-11	[REDACTED]	[REDACTED]
(STEWARD) HOME ADDRESS	CITY, STATE, & ZIP	(STEWARD) HOME PHONE NUMBER	
[REDACTED]	[REDACTED]	[REDACTED]	

1st STEP

Denied

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
B. Rosta	10-13-11	10-20-11

DISPOSITION OF GRIEVANCE

Management feels discipline appropriate for violation progressive discipline starts with written reprimand if used, Contract does not require progressive discipline only that employer have just cause

2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[REDACTED]	10/27/11	

DISPOSITION OF GRIEVANCE

3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
Sharon R. Broth		11/15/11

DISPOSITION OF GRIEVANCE

Management has agreed to remove the written reprimand effectively immediately

By: Sharon Rosta 11-15-11 *Curt Hult 11-15-11*

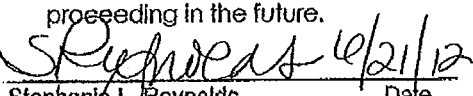
MANAGEMENT'S COPY (Traveling Copy)

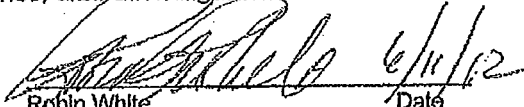
STATE OF IOWA
AND
AFSCME/IOWA COUNCIL 61
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resource Enterprise; Department of Transportation – Motor Vehicle Division – Waterloo Driver's 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 grievance filed by Gina Abben, hereinafter Grievant, AFSCME No. 113573/IDAS No. 12-0377 which allege a violation of Article X, Section 10B (4) and any and all others that apply of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of situations in which the Grievant was asked to provide a doctor's release to return to work after her medical appointment. As a result of this situation the parties have agreed to the following:

1. The State will discuss the procedures related to employees returning to work from an approved doctor's appointment with the Union (AFSCME Representative and the local union president) then the State will notify Waterloo Driver License Station employees of the procedure.
2. The Union acknowledges this does not impact the Employers ability to follow the provisions of the collective bargaining agreement regarding Article IX, Section 10 (Sick Leave).
3. The Grievant was allowed to utilize 5.5 hours of sick leave on October 11, 2011.
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.


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


Robin White Date
Staff Representative
AFSCME Iowa Council 61


Todd Sadler Date
Office of Employee Services


Gina Abben Date
Grievant



Grievance Form

UB Local 893 - Iowa United Professionals
4309 SW 9th St. Suite A Des Moines, IA 50315
Phone 515.299.9840 Fax 515.299.9837

12-04114

F

GRIEVANCE NO.
11-064

NAME OF EMPLOYEE (GRIEVANT) Heather M A Thompson	HOME ADDRESS [REDACTED]	CITY, STATE & ZIP [REDACTED]
DEPARTMENT DHS	IMMEDIATE SUPERVISOR Ashley Lopez	GRIEVANT'S HOME PH. [REDACTED]
WORK LOCATION Council Bluffs - Pottawattamie County		

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION: ALL APPLICABLE AND

ARTICLE 4 SECTION 11

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
Disciplinary Action regarding [REDACTED] on 10/4/11

ADJUSTMENT REQUIRED:
Removal of Disciplinary Action

EMPLOYEE (GRIEVANT) SIGNATURE <i>Heather M Thompson</i>	DATE 10-14-11	STEWARD'S SIGNATURE <i>[Signature]</i>	DEPARTMENT (STEWARD) DHS
(STEWARD) HOME ADDRESS [REDACTED]	CITY, STATE, & ZIP [REDACTED]	(STEWARD) HOME PHONE NO. [REDACTED]	

1ST STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE <i>Ashley Lopez</i>	DATE RECEIVED 10/14/2011	DATE ANSWERED 10/19/2011
--------------------------------------------------------------	-----------------------------	-----------------------------

DISPOSITION ON GRIEVANCE:
*Grievance denied. There was just cause to issue discipline.
There was no violation of contract.*

2ND STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE <i>Maths J Mc...</i>	DATE RECEIVED 10-25-11	DATE ANSWERED 10-31-11
---------------------------------------------------------------	---------------------------	---------------------------

DISPOSITION OF GRIEVANCE:
*THIS GRIEVANCE IS DENIED. THERE WAS JUST CAUSE TO ISSUE THE DISCIPLINE and THERE
WAS NO VIOLATION OF THE CONTRACT.*

3RD STEP

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

DISPOSITION OF GRIEVANCE:
*THE WARNING LETTER ISSUED OCTOBER 4, 2011 WILL BE REMOVED FROM
THE GRIEVANT'S HR FILE JULY 1, 2012 PROVIDED THE GRIEVANT PERFORMS WORK WITHOUT FURTHER
INCIDENTS OF DISCIPLINE AND MEETS APPLICABLE WORK STANDARDS. PENDING APPLICATIONS REQUIRING
COMPLETION NOT REQUIRING THIRD PARTY ACTION MUST BE COMPLETED PRIOR TO THE REMOVAL
OF THE WARNING LETTER.*

Heather M Thompson

[Signature]

12-20-2011



AFSCME COUNCIL 61 GRIEVANCE FORM

12-0417

AFSCME LOCAL	2984
CONTRACT	Master
GRIEVANCE NUMBER	69747
CLASSIFICATION	Plumber HVAC
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Victor Hubert

NAME OF EMPLOYEE (GRIEVANT)	SOC. SEC. NO. (processing delayed if not filled in)
Rick Smith	[REDACTED]
HOME ADDRESS	CITY, STATE & ZIP
[REDACTED]	[REDACTED]
WORK LOCATION	
Mount. Mallory Shop	

CLASSIFICATION	Plumber HVAC
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Victor Hubert

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION *and all articles that apply*

ARTICLE	SECTION
14	9

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

Oct. 17, 2011 Rick Smith was issued a written reprimand without just cause

ADJUSTMENT REQUIRED:

removal of written reprimand / make whole in all matters

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
Rick Smith	10-27-11	[Signature]	[REDACTED]
(STEWARD) HOME ADDRESS	CITY, STATE & ZIP	(STEWARD) HOME PHONE NUMBER	()

1st STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
Kathy Barr	10-27-11	11-7-11

DISPOSITION OF GRIEVANCE:

No contract violation - referred to [Signature]

2nd STEP

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

DISPOSITION OF GRIEVANCE:

Will remove written reprimand effective February 3, 2012

[Signatures: Greg Lewis 2/6/12, Andrea Tracy Penniguth 2/6/12]

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 and the Commerce Department- Iowa Utilities Board 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 Donna Schillinger, hereinafter Grievant, AFSCME No. 122479/IDAS No. 12-0449/PERB#12-GA-132 that alleges violations of Article IV, Section 9 (Discipline and Discharge) of the 2011-13 Collective Bargaining Agreement between the parties.

This agreement constitutes a full and final resolution of the issues that led to a one (1) day suspension issued to the Grievant on November 8, 2011. Based on this situation, the parties agree to the following:

1. The one (1) day suspension will be rescinded. The disciplinary notice and all related documentation will be removed from the Grievant's personnel file and replaced with this Agreement. The Grievant will be reimbursed for one (1) day of pay and accruals at the rate of pay she was receiving on November 8, 2011.
2. The Parties agree that this settlement resolves all issues arising from the facts alleged in this grievance. No promises for other or future consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
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 17th Day of July 2012.

FOR THE STATE:

Karen Kienast 7/17/12

Karen Kienast
Department of Administrative Services

FOR THE UNION:

Greg Lewis 7-18-12

Greg Lewis
Staff Representative
AFSCME Council 61

Judi K. Cooper 7-17-12

Judi Cooper
Date
Department of Commerce-
Iowa Utilities Board

Donna Schillinger 7-18-12

Donna Schillinger
Date
Grievant

STATE OF IOWA
AND
UE LOCAL 893 - IOWA UNITED PROFESSIONALS

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Education, Iowa Vocational Rehabilitation Services, hereinafter the State, and the United Electrical, Radio and Machine Workers Local 893 - Iowa United Professionals, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Jennifer Marme-Lowery, hereinafter the Grievant, IUP No. 11-076/DAS No. 12-0457, that alleged a violation of Article IV, Section 11 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

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

The parties have agreed to the following:

1. Upon execution of this Settlement Agreement, the termination letter shall be removed from the Grievant's permanent personnel file and replaced with this Agreement which shall constitute a letter of resignation effective November 10, 2011.
2. The Grievant agrees to no future application to or employment with the Department of Education or its subdivision, Iowa Vocational Rehabilitation Services.
3. The State agrees not to contest the Grievant's application for unemployment insurance benefits.
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:

Stephanie L. Reynolds 6/4/12
Stephanie L. Reynolds Date
Labor Relations Specialist
Department of Administrative Services

David Mitchell 5/31/12
David Mitchell Date
Administrator
Iowa Vocational Rehabilitation Services

FOR THE UNION:

Michael Hansen 6/4/2012
Michael Hansen Date
Staff Representative
UE Local 893 - IUP

Jennifer Marme-Lowery
Jennifer Marme-Lowery Date
Grievant

RECEIVED

JUN 8 2012

IA DEPT. OF
ADMINISTRATIVE SERVICES

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Human Services, State Training School, 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 William Steding, hereinafter the Grievant, AFSCME No. 84214/IDAS No. 12-0461, that alleged a violation of Article VIII, Section 2 (Overtime) of the 2011-2013 Collective Bargaining Agreement between the parties.

The parties have agreed to the following:

1. Upon execution of this Agreement, twenty-one (21) 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.

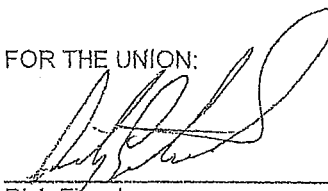
FOR THE STATE:


Andrea Macy
Labor Relations Specialist
Department of Administrative Services

Date

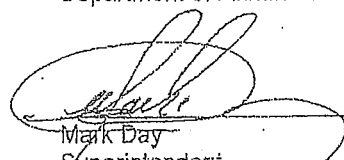
9/17/12

FOR THE UNION:


Rick Elander
Staff Representative
AFSCME Iowa Council 61

Date

Nov. 1 2012


Mark Day
Superintendent
State Training School
Department of Human Services

Date

9-14-12

William Steding
Grievant

Date

STATE OF IOWA

AND

AFSCME/IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Commerce Department- Iowa Utilities Board 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 Donna Schillinger, hereinafter Grievant, AFSCME No. 121650/IDAS No. 12-0471/PERB#12-GA-133 that alleges violations of Article IV, Section 9 (Discipline and Discharge) of the 2011-13 Collective Bargaining Agreement between the parties.

This agreement constitutes a full and final resolution of the issues that led to a written reprimand issued to the Grievant on or about October 10, 2011. Based on this situation, the parties agree to the following:

1. The written reprimand will be rescinded and removed from the Grievant's personnel file.
2. The Parties agree that this settlement resolves all issues arising from the facts alleged in this grievance. No promises for other or future consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
4. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any grievance, arbitration, litigation or other proceeding in the future.

Dated this 17th Day of July 2012.

FOR THE STATE:

Karen Kienast 7/17/12

Karen Kienast
Department of Administrative Services

FOR THE UNION:

Greg Lewis 7/18/12

Greg Lewis Date
Staff Representative
AFSCME Council 61

Judi K. Cooper 7/17/12

Judi Cooper Date
Department of Commerce-
Iowa Utilities Board

Donna Schillinger 7/18/12

Donna Schillinger 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 Chris Conlee, hereinafter the Grievant, AFSCME No. 98810/DAS No. 12-0485, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant's employment was terminated on December 1, 2011 *cl*

The parties have agreed to the following:

1. Upon execution of this Settlement Agreement, the termination letter will be removed from the Grievant's personnel file and replaced with this Agreement which will constitute a letter of resignation effective December 1, 2011. *cl*
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:

Stephanie L. Reynolds 2/14/12

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

FOR THE UNION:

Otto Groenewald 2-12-12 (by All)

Otto Groenewald Date
Staff Representative
AFSCME Iowa Council 61

William Spertslage 1/11/12

William Spertslage Date
Deputy Warden
Iowa State Penitentiary

Chris Conlee Date
Grievant

12-0505

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 Correctional Services- Seventh Judicial District, 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 Juan Nuci, hereinafter Grievant, AFSCME No. 87956/PERB No. 11-GA-094 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 led to the filing of the grievance herein. 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 and allow the Grievant to resign his former position effective November 3, 2010. The Grievant agrees that this settlement agreement shall constitute a letter of resignation effective November 3, 2010. All references to the termination of the Grievant's employment shall be removed from his personnel file with the exception of this settlement agreement. Upon execution of this Agreement, the Grievant will receive the sum of two thousand dollars (\$2000) less any appropriate deductions.
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.

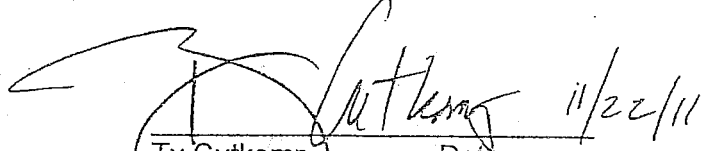
Dated this 22 day of November 2011.

FOR THE STATE:

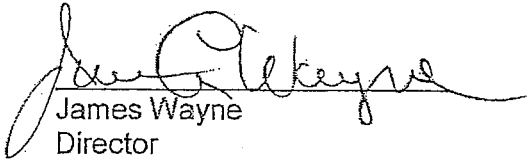
 "12/9/11"

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

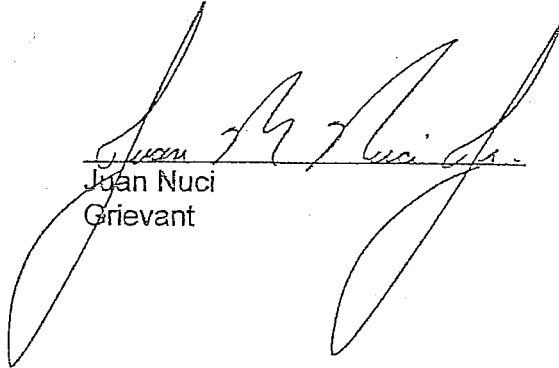
FOR THE UNION:

 "11/22/11"

Ty Cutkomp Date
Staff Representative
AFSCME Council 61



James Wayne
Director
Department of Correctional Services
Seventh Judicial District



Juan Nuci
Grievant

STATE OF IOWA

AND

AFSCME/IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Department of Human Services- Glenwood Resource Center (GRC), hereinafter State, and the American Federation of State, County and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Aaron Glup (SSN:), hereinafter Grievant, AFSCME No. 117784/IDAS No. 12-0515) that alleges violations of Article IV, Section 9 (Discipline and Discharge) of the 2011-13 Collective Bargaining Agreement between the parties.

This agreement constitutes a full and final resolution of the issues that led to a three (3) day unpaid suspension issued to the Grievant on or about November 11, 2012. Based on this situation, the parties agree to the following:

1. The three (3) day suspension will be reduced to a written reprimand and the Grievant will be reimbursed for three (3) days of pay and accruals at the rate he was receiving on November 11, 2011.
2. The Parties agree that this settlement resolves all issues arising from the facts alleged in this grievance. No promises for other or future consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
4. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any grievance, arbitration, litigation or other proceeding in the future.

Dated this ____ Day of July 2012.

FOR THE STATE:

Karen Kienast 7/31/12

Karen Kienast
Department of Administrative Services

FOR THE UNION:

M. Butler 7-31-2012

Matt Butler
Staff Representative
AFSCME Council 61

Zvia McCormick

7/31/12

Zvia McCormick
Superintendent
Glenwood Resource Center

Aaron Glup
Grievant

12-0000



AFSCME COUNCIL 61 SB/SP GRIEVANCE FORM

AFSCME LOCAL	2990
CONTRACT	2011-2013
GRIEVANCE NUMBER	117680

NAME OF EMPLOYEE (GRIEVANT) <i>Jenice Barton</i>	SOC. SEC. NO. (processing delayed if not filled in)	CLASSIFICATION <i>RN</i>
HOME ADDRESS [REDACTED]	CITY, STATE, & ZIP [REDACTED]	HOME PHONE NUMBER ()
WORK LOCATION <i>T2 nursing Dept.</i>		IMMEDIATE SUPERVISOR <i>Lori DeNoss</i>

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION *AND all others that may apply*

ARTICLE <i>IV</i>	SECTION <i>9</i>
----------------------	---------------------

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
On 12/11/11 Jenice was given 5 days suspension with pay while remaining at work based on internal investigation concluding a violation of [REDACTED] due to an incident occurring on 11/26/11.

ADJUSTMENT REQUIRED:
To be made whole in all matters.

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE <i>12/27/11</i>	UNION STEWARD'S SIGNATURE <i>Jeanette - Steward</i>	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
(STEWARD) HOME ADDRESS [REDACTED]	CITY, STATE, & ZIP [REDACTED]	(STEWARD) HOME PHONE NUMBER [REDACTED]	

1st STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED

DISPOSITION OF GRIEVANCE

2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE <i>Amtox</i>	DATE RECEIVED <i>12/27/11</i>	DATE ANSWERED

DISPOSITION OF GRIEVANCE

3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE <i>Suzanne L. Drott</i>	DATE RECEIVED	DATE ANSWERED <i>2/2/12</i>

DISPOSITION OF GRIEVANCE
The five day will stand as written, but will not be used to determine any progressive further discipline. See A Team dated 1/11/12 IV under details.

MANAGEMENT'S COPY (Traveling Copy)

Mantel EL Boff 2-2-12



Mary Hulme

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 Medical and Classification Center, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Mary Hulme, hereinafter the Grievant, AFSCME No. 115273/DAS No. 12-0668, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was issued a one (1) day suspension on January 3, 2012 (with the suspension served on January 9, 2012), [REDACTED]

The parties have agreed to the following:

1. The one (1) day suspension will be reduced to a written reprimand 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 grievance, arbitration, litigation or other proceedings in the future.

FOR THE STATE:

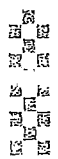
FOR THE UNION:

Andrea Macy 2/7/12
Date
Andrea Macy
Labor Relations Specialist
Department of Administrative Services
Human Resources Enterprise

Eariens Anderson 1/13/12
Date
Eariens Anderson
Staff Representative
AFSCME Iowa Council 61

Daniel R. Craig 2-7-12
Date
Daniel R. Craig
Warden
Iowa Medical and Classification Center

Mary Hulme 2-13-12
Date
Mary Hulme
Grievant



STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Iowa Department of Human Services, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Nora Hall, hereinafter Grievant, AFSCME No. 121532 /DAS No. 12-0585, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a one day suspension on January 5, 2012. The parties have agreed to the following:

1. The Grievant's suspension shall be reduced to a written warning which will remain in effect for one (1) year from the date of full execution of this settlement agreement. The written reprimand will be removed from Grievant's personnel file at the end of that year provided no further disciplinary action has been taken against the Grievant.
2. Grievant shall receive back pay for the one day of suspension already served.
3. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
4. This agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
5. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

Neil A. Barrick 10/1/12
Date

Neil A. Barrick
Labor Relations Specialist
DAS

Mike Carroll 10/1/12
Date

Mike Carroll
Director - DAS

Jean Slaybaugh 9/27/12
Date

Jean Slaybaugh
Chief Financial Officer-DHS

FOR THE UNION

Greg Lewis 08/26/2012
Date

Greg Lewis
Staff Representative
AFSCME Iowa Council 61

Shane Shook 9/26/12
Date

Shane Shook
Steward

Nora Hall 9/27/12
Date

Nora Hall
Grievant

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

GRIEVANCE SETTLEMENT AGREEMENT

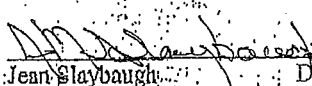
The State of Iowa, Department of Administrative Services ("State") and the American Federation of State, County and Municipal Employees Iowa Council 61 ("Union"); collectively "the Parties" enter into the following Settlement Agreement ("Agreement") in full, final and complete resolution of AFSCME No. 118397 / DAS 12-0587 and AFSCME No. 118396-7 DAS 12-0588 ("Grievances") filed by Mary Thompson ("Grievant"), which alleged a violation of "Article 4, Section 9 and all that apply," of the 2011-2013 Collective Bargaining Agreement between the Parties.

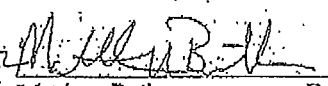
The Parties have agreed to the following:

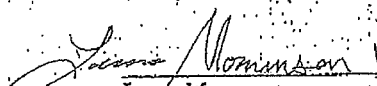
1. Grievant shall not apply and/or work for the Department of Human Services ("DHS") now or anytime in the future.
2. Union shall promptly withdraw the Grievances.
3. This Agreement shall serve as a good faith settlement of any and all alleged issues and damages arising from and related to the Grievances.
4. In exchange for the above consideration, Grievant's three (3) day suspension without pay issued on January 13, 2012 shall be removed. The five (5) day suspension without pay issued on January 13, 2012 shall then become a three (3) day suspension. Pay equivalent to five (5) days' pay at the rate in effect on January 13, 2012, shall be returned to Grievant. Any impact on benefits shall be adjusted accordingly.
5. The Parties acknowledge no promises for other or future consideration have been made by anyone. The above consideration is all that shall be received for the withdrawal of any and all claims and potential causes of action addressed and arising from the Grievances.
6. The terms of this Agreement shall be considered by the Parties to pertain only to the specific and unique facts involved in the Grievances. The Parties shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceedings.

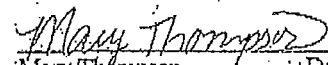
FOR THE STATE:

FOR THE UNION:


Jean Slaybaugh Date
DHS Chief Financial Officer


Matthew Butler Date
Staff Representative, AFSCME Iowa Council 61


Laura Mommensen Date
Labor Relations Specialist, DAS


Mary Thompson Date
Grievant

STATE OF IOWA
AND
UE LOCAL 893 - IOWA UNITED PROFESSIONALS

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, and Department of Human Services, hereinafter the State, and the United Electrical, Radio and Machine Workers of America, Local 893 - Iowa United Professionals, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by UE Local 893-E, hereinafter the Grievants, IUP NO. 12-005/DAS NO. 12-0601, that alleged a violation of Article XI, Section 1 (Work Rules) and Article XV, Section 2 (Retention of Benefits) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which a Taxable Expense Reimbursement was included on the Grievants' payroll warrant for meals and refreshments provided as part of a roundtable series conducted October 25 - 28, 2011.

The parties have agreed to the following:

1. The State and the Union disagree as to the State's interpretation of Internal Revenue Code §119 as it relates to taxable fringe benefits, specifically taxable meals.
2. The State agrees to reimburse the Grievants \$384.41 for the withholdings for the meals and refreshments provided during the October 25 - 28, 2011, roundtable series per the attached spreadsheet.
3. This Settlement Agreement shall not in any way be construed as an admission of liability or wrongdoing whatsoever on the part of the Department of Administrative Services or the Department of Human Services.
4. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
5. This Settlement 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.
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 Settlement Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE:

Stephanie L. Reynolds 1/31/13
Stephanie L. Reynolds /Date/
Labor Relations Specialist
Department of Administrative Services

Jean M. Slaybaugh 1/31/13
Jean M. Slaybaugh /Date/
Chief Financial Officer
Division of Fiscal Management
Iowa Department of Human Services

FOR THE UNION:

Michael Hansen 1-30-2013
Michael Hansen /Date/
International Representative
UE Local 893 - IUP

Keri Griffiths 1-30-13
Keri Griffiths /Date/
Local 893-5 Steward

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, and Department of Human Services, Cherokee Mental Health Institute, hereinafter the State, and the American Federation of State, County, and Municipal Employees (AFSCME) Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Jeff Lillefloren, hereinafter the Grievant, AFSCME No. 110649/DAS No. 12-0608, that alleged a violation of Article IX, Section 13 (Travel and Lodging) and Article XIV, Sections 1 (Obligation to Bargain) and 2 (Retention of Benefits) of the 2011-2013 Collective Bargaining Agreement between the parties.

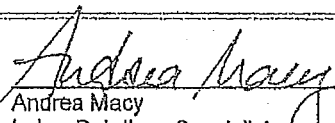
This Settlement arose out of a situation in which the Grievant was denied reimbursement for meals consumed while transporting patients on September 30, November 10, and November 16, 2011.

The parties have agreed to the following:

1. The Grievant will be reimbursed for meals in the amount of \$20.51.
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:

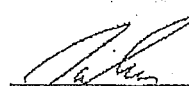
FOR THE UNION:



Andrea Macy
Labor Relations Specialist
Department of Administrative Services

Date

7/16/12

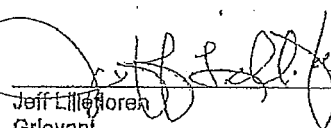
Date


Jason Smith
Superintendent
Cherokee Mental Health Institute


Preston DeBoer
Staff Representative
AFSCME Iowa Council 61

Date

Date


Jeff Lillefloren
Grievant

7-24-12

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services 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 Ashley Swinford, hereinafter the Grievant, AFSCME No. JDAS No. 12-0605, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant's employment was terminated on January 24, 2012, for violating the attendance policy.

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 January 24, 2012.
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:

Andrea Macy 6/14/12
Andrea Macy Date
Labor Relations Specialist
Department of Administrative Services

FOR THE UNION:

Matt Butler 6/14/2012
Matt Butler Date
Staff Representative
AFSCME Iowa Council 61

Zvja McCormick 3/2/12
Zvja McCormick Date
Superintendent
Glenwood Resource Center

Ashley Swinford Date
Grievant

STATE OF IOWA

AND

AFSCME/IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Department of Human Services- Glenwood Resource Center (GRC), hereinafter State, and the American Federation of State, County and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Raymond Hansen (SSN:), hereinafter Grievant, AFSCME No. 117771/IDAS No. 12-0620) that alleges violations of Article IV, Section 9 (Discipline and Discharge) of the 2011-13 Collective Bargaining Agreement between the parties.

This agreement constitutes a full and final resolution of the issues that led to a three (3) day unpaid suspension issued to the Grievant on or about January 20, 2012. Based on this situation, the parties agree to the following:

1. The three (3) day suspension will be reduced to a one (1) day unpaid suspension and the Grievant will be reimbursed for two (2) days of pay and accruals at the rate he was receiving on January 20, 2012.

2. The Parties agree that this settlement resolves all issues arising from the facts alleged in this grievance. No promises for other or future consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.

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 31 Day of July 2012.

FOR THE STATE:




Karen Kienast
Department of Administrative Services

FOR THE UNION:

 7-31-2012

Matt Butler Date
Staff Representative
AFSCME Council 61

 7/31/12

Zvia McCormick Date
Superintendent
Glenwood Resource Center

Raymond Hansen Date
Grievant

STATE OF IOWA

AND

AFSCME/IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Department of Human Services- Clarinda Mental Health Institution, 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 Vernon Latham ([REDACTED]), hereinafter Grievant, AFSCME No. 118390/IDAS No. 12-0630) that alleges violations of Article IV, Section 9 (Discipline and Discharge) of the 2011-13 Collective Bargaining Agreement between the parties.

This agreement constitutes a full and final resolution of the issues that led to a three (3) day unpaid suspension issued to the Grievant on or about January 20, 2012. Based on this situation, the parties agree to the following:

1. The three (3) day suspension will be reduced to a one (1) day unpaid suspension and the Grievant will be reimbursed for two (2) days of pay and accruals at the rate he was receiving on January 12, 2012.
2. The Parties agree that this settlement resolves all issues arising from the facts alleged in this grievance. No promises for other or future consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
4. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any grievance, arbitration, litigation or other proceeding in the future.

Dated this ____ Day of September 2012.

FOR THE STATE:

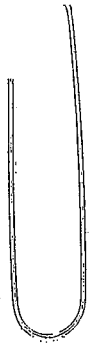
Karen Kienast 10/9/12
Karen Kienast
Department of Administrative Services

FOR THE UNION:

Matt Butler 10/10/2012
Matt Butler Date
Staff Representative
AFSCME Council 61

Shari Hammes 10/15/12
Shari Hammes Date
Director of Nursing
Clarinda Mental Health Institution

Vernon Latham
Vernon Latham
Grievant



STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT

The State of Iowa, Department of Administrative Services, Pleasant Correctional Facility (MPCF), hereinafter the State, and Municipal Employees Iowa Council 61, hereinafter the Union, in full and final resolution of the grievance filed by the Grievant, AFSCME No. 101999/IDAS No. 12-0693, that involves Schedules) and Article II, Section 7 (Discrimination) Agreement between the parties.

copy
Buttkofer straight

Enterprise, and Mt. Pleasant Correctional Facility, an Federation of State, enter into the following Settlement Agreement hereinafter the Grievant, IDAS No. 12-0693, III, Section 1 (Work Schedules) and Article II, Section 7 (Discrimination) Agreement between the parties.

This Settlement arose out of a situation in which the Grievant's request for a flexible work schedule was denied on February 6, 2012.

The parties have agreed to the following:

1. Effective April 20, 2012, the Grievant's work schedule shall be amended to allow for flexible hours of work consisting of five eight hour shifts per work week (a.k.a. "straight eights") for a 90-day period.
2. The Grievant's hours of work will be Monday through Friday from 8 a.m. until 4 p.m.
3. The Grievant's flexible work schedule shall remain in effect until July 19, 2012, at which time the parties shall meet to discuss the continuation or cessation of the agreed upon flexible work schedule.
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 5/2/12
Date
Labor Relations Specialist
Department of Administrative Services

Ron Mullen 4/19/12
Date
Ron Mullen, Superintendent
Mt. Pleasant Correctional Facility

FOR THE UNION:

Steve Siegel 5-2-12
Date
Steve Siegel
Staff Representative
AFSCME Iowa Council 61

Doug Buttikofer 4/19/12
Date
Doug Buttikofer
Local 2995 President and Grievant



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

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

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resources Enterprise and the North Central Correctional Facility, (NCCF), Rockwell City, 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 Mr. Kelly Burton, hereinafter the Grievant, AFSCME No. 115529 / DAS- HRE 12-0695, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011- 2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was terminated on February 13, 2012.

The parties have agreed to the following:

1. The grievant will voluntarily resign in lieu of termination effective February 13, 2012. The termination letter dated February 13, 2012, will be rescinded and replaced with this Settlement Agreement which will constitute a letter of voluntary resignation.
2. The Grievant agrees to no future application to or employment with the Iowa Department of Corrections.
3. In consideration of the forgoing, 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 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 Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent or a past practice in any grievances, arbitration, litigation or other proceeding in the future.

FOR THE STATE:
Cornell Smith 3/10/13
Cornell Smith Date
Warden
North Central Correctional Facility

John B. Crupi 4/24/13
John B. Crupi Address: Portea Date
Labor Relations Specialist, DAS- HRE

FOR THE UNION:
Preston DeBoer
Preston DeBoer Date
Staff Representative 01.17.13

Kelly Burton 02-01-13
Kelly Burton Date
Grievant

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Corrections, Iowa Medical and Classification Center, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Todd Cross, hereinafter the Grievant, AFSCME No. 106266/IDAS No. 12-0708, that alleged a violation of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was issued a three (3) day suspension on February 20, 2012 (with the suspension served on February 22-24, 2012), for [REDACTED]

The parties have agreed to the following:

1. The three (3) day suspension will be rescinded and the Grievant will be reimbursed three (3) days of back pay and accruals upon execution of this Settlement Agreement.
2. [REDACTED]
3. [REDACTED] and the Grievant's absence on February 7, 2012, will be considered authorized.
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 claim 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 8/12/12
Andrea Macy Date
Labor Relations Specialist
Department of Administrative Services

Earlene Anderson 8/13/12
Earlene Anderson Date
Staff Representative
AFSCME Iowa Council 61

Daniel R. Craig 8/10/12
Daniel R. Craig Date
Warden
Iowa Medical and Classification Center

Todd Cross 8-13-12
Todd Cross Date
Grievant



AFSCME COUNCIL 61 GRIEVANCE FORM

12-0789
15B

AFSCME LOCAL	3016
CONTRACT	General
GRIEVANCE NUMBER	85641
CLASSIFICATION	Workforce Associate
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Paula Hester

NAME OF EMPLOYEE (GRIEVANT)	Shamika Michelle James	SOC. SEC. NO. (processing delayed if not filled in)	[REDACTED]
HOME ADDRESS	[REDACTED]	CITY, STATE & ZIP	[REDACTED]
WORK EDUCATION	Council Billers, IND		

STATEMENT OF GRIEVANCE

8:00am-4:30pm

CONTRACT VIOLATION

ARTICLE

IV

SECTION 10 & all

Other applicable
articles & state

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

2/29/2012 Sick leave and vacation was requested but instead of vacation being used my timesheet had LWD on it when vacation time can be used in lieu of sick leave.

ADJUSTMENT REQUIRED:

Use annual leave in lieu of sick leave instead of LWD as it was accrued during time period and make whole in all matters.

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
S. Michelle James	3-9-12	Ellen Fink	[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
Skupneda	3-9-12	3/20/12

DISPOSITION OF GRIEVANCE:

Parties agree to settle the grievance & allow the grievant to use 6.51 hours of vacation for 2/29/12 absence. Grievant shall also receive back accruals. This settlement is non precedent setting.

3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED

DISPOSITION OF GRIEVANCE:

STATE OF IOWA

AND

AFSCME/IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Department of Human Services- Glenwood Resource Center (GRC), hereinafter State, and the American Federation of State, County and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Aaron Glup (SSN:), hereinafter Grievant, AFSCME No. 118162/IDAS No. 12-0732) that alleges violations of Article IV, Section 9 (Discipline and Discharge) of the 2011-13 Collective Bargaining Agreement between the parties.

This agreement constitutes a full and final resolution of the issues that led to a five (5) day unpaid suspension issued to the Grievant on or about March 1, 2012. Based on this situation, the parties agree to the following:

1. The five (5) day suspension will be reduced to a one (1) day unpaid suspension and the Grievant will be reimbursed for four (4) days of pay and accruals at the rate he was receiving on March 1, 2012.

2. The Parties agree that this settlement resolves all issues arising from the facts alleged in this grievance. No promises for other or future consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.

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

Dated this ____ Day of July 2012.

FOR THE STATE:

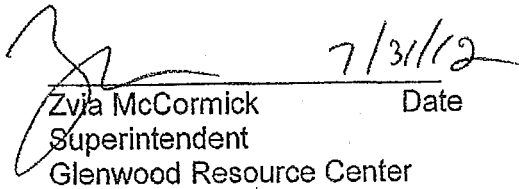
 7/31/12

Karen Kienast
Department of Administrative Services

FOR THE UNION:

 7-31-2012

Matt Butler Date
Staff Representative
AFSCME Council 61

 7/31/12

Zvia McCormick Date
Superintendent
Glenwood Resource Center

Aaron Glup Date
Grievant

STATE OF IOWA

AND

AFSCME/IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resource Enterprise and the Department of Human Services- Glenwood Resource Center (GRC), hereinafter State, and the American Federation of State, County and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Katie Laubert ([REDACTED]) hereinafter Grievant, AFSCME No. 119973/IDAS No. 12-0759 that alleges violations of Article IV, Section 9 (Discipline and Discharge) of the 2011-13 Collective Bargaining Agreement between the parties.

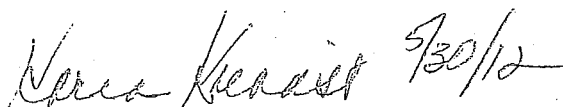
This agreement constitutes a full and final resolution of the issues that led to a one (1) day unpaid suspension issued to the Grievant on or about March 12, 2012. Based on this situation, the parties agree to the following:

1. The one (1) day suspension will be reduced to a written reprimand and the Grievant will be reimbursed for one (1) day of pay and accruals at the rate she was receiving on March 12, 2012. The Parties agree that if the Grievant ([REDACTED]) the reprimand may be removed from her personnel file upon her request. ([REDACTED]) the appropriate sanction would be a three (3) day unpaid suspension.
2. The Parties agree that this settlement resolves all issues arising from the facts alleged in this grievance. No promises for other or future consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
4. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as

precedent in any grievance, arbitration, litigation or other proceeding in the future.


Dated this ____ Day of May, 2012.

FOR THE STATE:

 5/30/12

Karen Kienast
Department of Administrative Services

FOR THE UNION:

 5/30/2012

Matt Butler Date
Staff Representative
AFSCME Council 61

 5/30/12

Zvia McCormick Date
Superintendent
Glenwood Resource Center

Katie Laubert Date
Grievant

STATE OF IOWA

AND

AFSCME/IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Department of Human Services- Woodward Resource Center (WRC), hereinafter State, and the American Federation of State, County and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by George Sassmann, hereinafter Grievant, AFSCME No. 117691/IDAS No. 12-0762) that alleges violations of Article IV, Section 9 (Discipline and Discharge) of the 2011-13 Collective Bargaining Agreement between the parties.

This agreement constitutes a full and final resolution of the issues that led to a five (5) day paid (paper) suspension issued to the Grievant on or about March 27, 2012. Based on this situation, the parties agree to the following:

1. The disciplinary notice will be removed from the Grievant's personnel file. Since there was no loss of pay or accruals, the Grievant is not eligible for, nor will he be reimbursed for pay or accruals.
2. The Parties agree that this settlement resolves all issues arising from the facts alleged in this grievance. No promises for other or future consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
4. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any grievance, arbitration, litigation or other proceeding in the future.

Dated this ____ Day of October 2012.

FOR THE STATE:

Karen Kienast 1/3/13

Karen Kienast
Department of Administrative Services

FOR THE UNION:

Greg A. Lewis 1-3-13

Greg Lewis Date
Staff Representative
AFSCME Council 61

Marsha Edgington-Bott 12-11-12

Marsha Edgington-Bott Date
Superintendent
Woodward Resource Center

George Sassmann Date
Grievant

George Sassmann
President
AFSCME Council 61
12-19-12

STATE OF IOWA
AND
AFSCME/IOWA COUNCIL 61
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Department of Human Services- Woodward Resource Center (WRC), hereinafter State, and the American Federation of State, County and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Dorothy Welder (SSN:), hereinafter Grievant, AFSCME No. 122571/IDAS No. 12-0776) that alleges violations of Article IV, Section 9 (Discipline and Discharge) of the 2011-13 Collective Bargaining Agreement between the parties.

This agreement constitutes a full and final resolution of the issues that led to a three (3) day unpaid suspension issued to the Grievant on or about March 31, 2012. Based on this situation, the parties agree to the following:

1. The three (3) day suspension will be reduced to a one (1) day unpaid suspension and the Grievant will be reimbursed for two (2) days of pay and accruals at the rate she was receiving on March 31, 2012.

2. The Parties agree that this settlement resolves all issues arising from the facts alleged in this grievance. No promises for other or future consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.

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

Dated this ____ Day of August 2012.

FOR THE STATE:

Karen Kienast 8/17/12

Karen Kienast
Department of Administrative Services

FOR THE UNION:

Greg A Lewis 8/14/12

Greg Lewis Date
Staff Representative
AFSCME Council 61

Marsha Edgington-Bott 8-1-12
Marsha Edgington-Bott Date
Superintendent
Woodward Resource Center

Dorothy Welder 8/9/12
Dorothy Welder Date
Grievant

President Local 2990 8-9-12

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

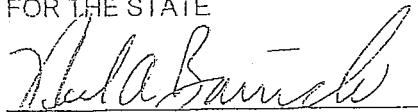
The State of Iowa, Department of Administrative Services and the Iowa Medical Classification Center, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by James Payton hereinafter Grievant, AFSCME No. 119051/DAS No. 12-0782, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a one day suspension on April 10, 2012, concerning [REDACTED]. The parties dispute the characterization of the incident. The parties have agreed to the following:

The parties have agreed to the following:

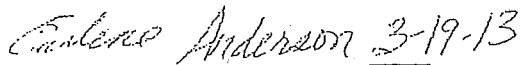
1. The Grievant shall be considered as having received a written reprimand as of the date of the incident.
2. Grievant will receive no back pay for the reduction from suspension to written reprimand.
3. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
4. This agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
5. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

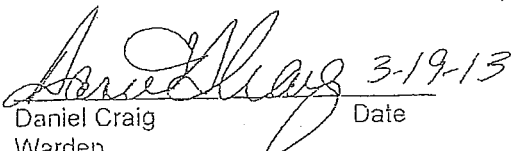


Neil A. Barrick Date
Labor Relations Specialist
DAS

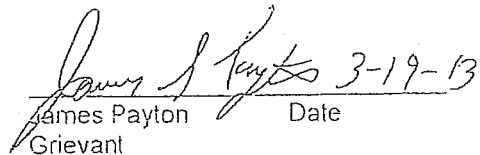
FOR THE UNION

 3-19-13

Earlene Anderson Date
Staff Representative
AFSCME Iowa Council 61

 3-19-13

Daniel Craig Date
Warden
Iowa Medical Classification Center

 3-19-13

James Payton 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- Clarinda Correctional Facility (CCF), 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 Mike Teachout (SSN: [REDACTED]), hereinafter Grievant, AFSCME No. 116295/IDAS.No. 12-0783 that alleges violations of Article IV, Section 9 (Discipline and Discharge) of the 2011-13 Collective Bargaining Agreement between the parties.

This agreement constitutes a full and final resolution of the issues that led to a one (1) day unpaid suspension issued to the Grievant on or about April 9, 2012. Based on this situation, the parties agree to the following:

1. Provided [REDACTED] in the interim, the one (1) day suspension will be reduced to a written reprimand on January 9, 2013 and the Grievant will be reimbursed for one (1) day of pay and accruals at the rate he was receiving on April 9, 2012.
2. The Parties agree that this settlement resolves all issues arising from the facts alleged in this grievance. No promises for other or future consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
3. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any grievance, arbitration, litigation or other proceeding in the future.

Dated this ____ Day of October 2012.

FOR THE STATE:

Karen Kienast 10/11/12

Karen Kienast
Department of Administrative Services

FOR THE UNION:

Matt Butler 10/15/2012

Matt Butler Date
Staff Representative
AFSCME Council 61

[Signature] 10-10-12

Steve Jenkins Date
Superintendent
Clarinda Correctional Facility

Mike Teachout 10-18-12

Mike Teachout Date
Grievant

STATE OF IOWA

AND

AFSCME/IOWA COUNCIL 61

SETTLEMENT AGREEMENT

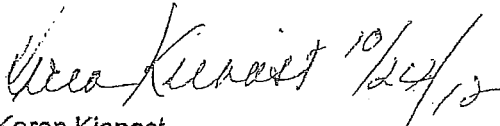
The State of Iowa, Department of Administrative Services, Human Resource Enterprise and the Department of Corrections- Clarinda Correctional Facility (CCF), hereinafter State, and the American Federation of State, County and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Pat Manuel ([REDACTED]), hereinafter Grievant, AFSCME No. 116296/IDAS No. 12-0784 that alleges violations of Article IV, Section 9 (Discipline and Discharge) of the 2011-13 Collective Bargaining Agreement between the parties.

This agreement constitutes a full and final resolution of the issues that led to a three (3) day unpaid suspension issued to the Grievant on or about March 28, 2012. Based on this situation, the parties agree to the following:

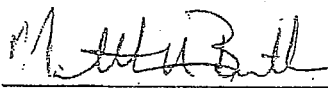
1. Provided there are no further instances of a substantially similar nature in the interim, the three (3) day suspension will be reduced to a two (2) day suspension on November 29, 2012. At that time the Grievant will be reimbursed for one (1) day of pay and accruals at the rate he was receiving on March 28, 2012.
2. The Parties agree that this settlement resolves all issues arising from the facts alleged in this grievance. No promises for other or future consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
3. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any grievance, arbitration, litigation or other proceeding in the future.

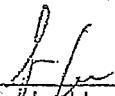
Dated this ____ Day of October 2012.

FOR THE STATE:



Karen Kienast
Department of Administrative Services

FOR THE UNION:


Matt Butler
Staff Representative
AFSCME Council 61


Steve Jenkins
Superintendent
Clarinda Correctional Facility

10-10-12
Date


Pat Manuel
Grievant

10-17-12
Date

12-0792

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, and Iowa Veterans Home, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Sarah Fogle, hereinafter the Grievant, AFSCME No. 11670188AS No. 12-0792, that alleged a violation of Article IV, Section B (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant's employment was terminated on April 5, 2012, [REDACTED]

The parties have agreed to the following:

1. The Grievant's termination will be rescinded effective immediately.
2. The Grievant will be returned to the payroll in the position of Registered Nurse on the 2:00pm-10:30pm shift, with evening weekends and holidays according to RN criteria of hours, effective May 14, 2012.
3. The Grievant's sick leave bank will be restored and the Grievant will earn vacation at the rate earned when terminated.
4. The Grievant's original seniority date will be restored.
5. If the Grievant elects coverage under the State's health and/or dental benefits plans, coverage may begin on May 1, 2012, or on June 1, 2012, at the Grievant's discretion.
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 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.
8. 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 5/3/12
Date
Andrea Macy
Labor Relations Specialist
Department of Administrative Services

Greg Lewis 5/3/12
Date
Greg Lewis
Staff Representative
AFSCME Iowa Council 61

Penny Corder-Bermudez 5/3/12
Date
Penny Corder-Bermudez
Personnel Director

Sarah Fogle 5-3-12
Date
Sarah Fogle
Grievant

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Iowa Civil Rights Commission, 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 Annette Flaherty, hereinafter Grievant, AFSCME No. 116287/DAS No. 12-0819, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a statement on April 4, 2012, [REDACTED]

[REDACTED] The parties have agreed to the following:

The parties have agreed to the following:

1. The Grievant shall be considered coached and counseled about the incident.
2. No documentation of the coaching and counseling exists in the Grievant's personnel file.
3. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
4. This agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
5. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

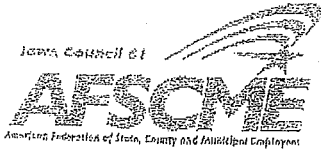
Neil A. Barrick 7/20/12
Neil A. Barrick Date
Labor Relations Specialist
DAS

FOR THE UNION

Greg Lewis 7-18-12
Greg Lewis Date
Staff Representative
AFSCME Iowa Council 61

Beth Townsend 7-20-12
Beth Townsend Date
Director
Iowa Civil Rights Commission

Annette S. Flaherty
Annette Flaherty Date
Grievant 7/18/2012



AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL	2984
CONTRACT	11-13
GRIEVANCE NUMBER	119574
CLASSIFICATION	LPA
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Allison Feen Steward

NAME OF EMPLOYEE (GRIEVANT)	Kelly Fish	SOC. SEC. NO. (processing delayed if not filled in)	[REDACTED]	CLASSIFICATION	LPA
HOME ADDRESS	[REDACTED]	CITY, STATE, & ZIP	[REDACTED]	HOME PHONE NUMBER	[REDACTED]
WORK LOCATION	Iowa Veterans Home	IMMEDIATE SUPERVISOR	Allison Feen Steward		

STATEMENT OF GRIEVANCE

12-C849
Am/SA

CONTRACT VIOLATION

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

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

[REDACTED]

[REDACTED]

1 day suspension.

ADJUSTMENT REQUIRED:

Rescind discipline and make whole in all matters

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (delayed if not filled in)
Kelly Fish	5/18/12	Kromanuk	[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
DISPOSITION OF GRIEVANCE	5/21/12	
One day suspension issued May 10, 2012, will remain in grievant's file, but will not be used for progressive discipline as of May 11, 2013 if there are no further violations prior to May 11, 2013. Settlement is not precedent setting.		
8/9/2012	James Neal A. Burnett - DAS	[Signature]

3rd STEP

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

MANAGEMENT'S COPY (Traveling Copy)



AFSCME COUNCIL 61 GRIEVANCE FORM

6/10/12

AFSCME LOCAL	2989
CONTRACT	2011-15
GRIEVANCE NUMBER	112279
CLASSIFICATION	Correctional Officer
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Det. M. Pateric

NAME OF EMPLOYEE (GRIEVANT)	Lora George	SOC. SEC. NO. (processing delayed if not filled in)	on file	GRIEVANCE NUMBER	112279
HOME ADDRESS	ON file	CITY, STATE, & ZIP	[REDACTED]	CLASSIFICATION	Correctional Officer
WORK LOCATION	Low State Penitentiary grounds & facilities			HOME PHONE NUMBER	[REDACTED]
				IMMEDIATE SUPERVISOR	Det. M. Pateric

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

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

On May 11, 2012 Lora George was unjustly placed on the 6-9 shift.

ARTICLE	SECTION
VIII all that apply	2 all that apply

ADJUSTMENT REQUIRED:
make whole

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
[REDACTED]	5/11/12	Michelle Monroe	on file
(STEWARD) HOME ADDRESS		(STEWARD) HOME PHONE NUMBER	
[REDACTED]		[REDACTED]	

1st STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[REDACTED]	5-29-12	

DISPOSITION OF GRIEVANCE

Moving on time lines

2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
Skinner	5/21/12	5/21/12

DISPOSITION OF GRIEVANCE

The parties agreed efforts to solicit volunteers to work Overtime will be made.

3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED

DISPOSITION OF GRIEVANCE

MANAGEMENT'S COPY (Traveling Copy)

12-0881

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Iowa Department of Corrections, Iowa Medical Classification Center, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Jennifer Mains, hereinafter Grievant, AFSCME No. 122128/DAS No. 12-0881, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a ten day suspension [REDACTED]. The parties have agreed to the following:

The parties have agreed to the following:

1. Should Grievant not incur any discipline of a like nature within a period of one (1) year from the date of final execution of this settlement agreement, the discipline shall be reduced to a five (5) day suspension.
2. If the suspension is reduced to five (5) days, Grievant will receive no back-pay related to the reduction.
3. In consideration of the foregoing, the Union will withdraw the above referenced grievance and it will not proceed to arbitration.
4. This agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
5. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

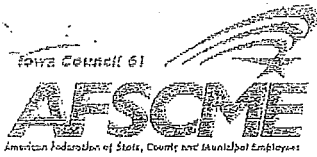
Neil A. Barrick 4/12/13
Neil A. Barrick Date
Labor Relations Specialist
DAS

FOR THE UNION

Earlene Anderson 4-10-13
Earlene Anderson Date
Staff Representative
AFSCME Iowa Council 61

Daniel Craig 4-10-13
Daniel Craig Date
Warden
Iowa Medical Classification Center

Jennifer J. Mains 4-11-13
Jennifer Mains Date
Grievant



AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL	2995		
CONTRACT	CBA		
GRIEVANCE NUMBER	123029		
NAME OF EMPLOYEE (GRIEVANT)	GROUP	SOC. SEC. NO. (processing delayed if not filled in)	CLASSIFICATION
HOME ADDRESS	CITY, STATE, & ZIP	HOME PHONE NUMBER	()
WORK LOCATION	IMMEDIATE SUPERVISOR		

STATEMENT OF GRIEVANCE

12-0894
SR IEL

CONTRACT VIOLATION

ARTICLE	SECTION
VII	2

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

Job Posting Mar 29, 2012 "BFOQ" without specific BFOQ assignment, description, etc.

violates contract language and does not meet BFOQ

ADJUSTMENT REQUIRED:

make whole - follow contract language

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARD'S SOC. SEC. NO. (processing delayed if not filled in)
	6-7-12	[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
[Signature]	6/8/12	6/11/12

DISPOSITION OF GRIEVANCE

No contract violation. Grievance Denied

2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[Signature]	6-15-12	7/30/12

DISPOSITION OF GRIEVANCE

The parties and future job posters shall continue provide information related to BFOQ requirement (i.e. work unit and email address).

3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED

DISPOSITION OF GRIEVANCE

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, 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 Aaron Bonifazi, hereinafter the Grievant, AFSCME No. 117714/DAS No. 12-0889/PERB No. 13-GA-171, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was given a three (3) day suspension without pay on June 26, 2012, with the suspension served June 28 through June 30, 2012.

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 upon execution of this Agreement and the Grievant shall receive two days of back pay and accruals at the rate he was earning on June 28, 2012.
2. The three (3) day suspension without pay shall be used as a basis for discipline imposed upon the Grievant for like or similar violations until May 20, 2014.
3. This Agreement does not impede Management's right or ability to direct the work of its employees, assign employees, maintain operational efficiencies, and determine the manner and method by which assignments and operations are conducted, to include designation of Officer in Charge (OIC) in the absence of a supervisor.
4. In consideration of the foregoing, the Union will withdraw the above referenced grievance and arbitration.
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 7-11-13
Stephanie L. Reynolds Date
Labor Relations Specialist
Department of Administrative Services

FOR THE UNION

Robin White 7/11/13
Robin White Date
Staff Representative
AFSCME Iowa Council 61

William Sperflage 6/24/13
Date
William Sperflage
Deputy Warden
Anamosa State Penitentiary

Aaron Bonifazi 7-10-13
Date
Aaron Bonifazi
Grievant

STATE OF IOWA
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-IOWA
DEPARTMENT OF TRANSPORTATION,

&

GRIEVANCE NUMBERS:
IDAS# 12-0926; AFSCME # 100654
PERB No. 14-GA-005

AFSCME IOWA COUNCIL 61
FOR PHIL KETCHUM, GRIEVANT

GRIEVANCE SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services (hereinafter "IDAS") and the Iowa Department of Transportation (hereinafter the "STATE" or "DOT") and AFSCME Iowa Council 61 for Phil Ketchum (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement on this 12th day of February 2014, in full and final resolution of the grievance filed by the GRIEVANT, IDAS No. 12-0926, AFSCME No. 100654, and PERB No. 14-GA-005, that alleged a violation of Article VIII, Section 2.C. of the 2011-2013 Collective Bargaining Agreement ("CBA") between the PARTIES and agree to the following:


1. The GRIEVANT/Union:
 - a. Shall, in writing, immediately withdraw the above referenced grievance.
2. In consideration of the foregoing, the State of Iowa/DOT shall:
 - a. Reimburse the GRIEVANT for 83.5 (eighty-three and a half) hours in overtime back wages which should have been received 2009, 2010, and 2011. at an overtime hourly rate of \$46.35 (forty-six dollars and thirty five cents) in an amount totaling \$3,870.23 (three thousand eight hundred seventy dollars and twenty four cents) less all applicable State and Federal income taxes, social security taxes, and the employee share of IPERS within thirty business days of the date of this agreement.
 - b. Adjust the GRIEVANT'S personnel file accordingly.
3. The PARTIES agree to the following provisions:
 - a. The terms of this agreement are non-precedent setting.
 - b. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in the grievance. The PARTIES shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceedings.
 - c. No promises for other or future consideration have been made by anyone. The above consideration is all that shall be received by the PARTIES.
 - d. Nothing herein shall be construed as liability against or admission of guilt on the part of either PARTY.

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

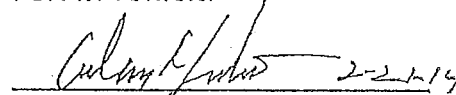
4. The PARTIES agree that this agreement is the full and final resolution of this matter.

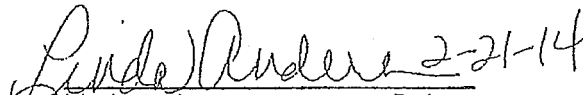
IN WITNESS WHEREOF, this settlement agreement has been duly executed by the parties hereto.

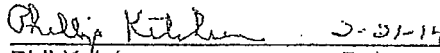
FOR THE STATE:


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

FOR THE UNION:


Adam Swihart Date
Union Representative
AFSCME Iowa Council 61


Linda Anderson Date
Employee Relations Lead Worker
Iowa Department of Transportation


Phil Ketchum Date
Grievant