

STATE OF IOWA
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-IOWA
DEPARTMENT OF TRANSPORTATION,

&

GRIEVANCE NUMBERS:
IDAS 13-0294; AFSCME 112356

AFSCME IOWA COUNCIL 61
FOR TYLER CHIRI, 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 Tyler Chiri (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement on this 16th day of December 2013, in full and final resolution of the grievance filed by the GRIEVANT, IDAS No. 13-0294, AFSCME No. 112356, that alleged a violation of Article IV, Section 9 of the 2011-2013 Collective Bargaining Agreement ("CBA") between the PARTIES and agree to the following:

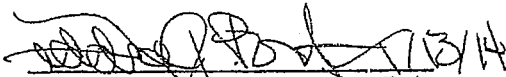
1. The GRIEVANT/Union:
 - a. Shall, in writing, immediately withdraw the above referenced grievance.
2. In consideration of the foregoing, the State of Iowa/DOT shall:
 - a. Reduce the five (5) day suspension to a three (3) day suspension with back pay (at the rate he was earning at the time of the suspension) a year from the date of the incident occurred (January 9, 2014);
 - b. On January 9, 2015, further reduce the three (3) day suspension to a one (1) day suspension with no back pay if the Grievant refrains from engaging in instances of like nature.
 - c. Adjust the GRIEVANT'S personnel file accordingly.
3. The PARTIES agree to the following provisions:
 - a. The terms of this agreement are non-precedent setting.
 - b. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in the grievance. The PARTIES shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceedings.
 - c. No promises for other or future consideration have been made by anyone. The above consideration is all that shall be received by the PARTIES.
 - d. Nothing herein shall be construed as liability against or admission of guilt on the part of either PARTY.

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

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

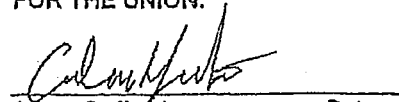
IN WITNESS WHEREOF, this settlement agreement has been duly executed by the parties hereto.

FOR THE STATE:

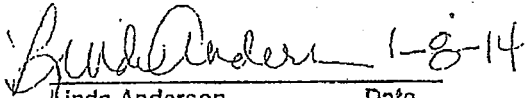


Teddra J. Portechis Date
Labor Relations Specialist
Iowa Department of Administrative
Services

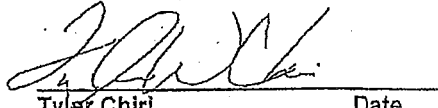
FOR THE UNION:



Adam Swihart Date
Union Representative
AFSCME Iowa Council 61



Linda Anderson Date
Employee Relations Lead Worker
Iowa Department of Transportation



Tyler Chiri Date
Grievant

STATE OF IOWA
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-IOWA
DEPARTMENT OF TRANSPORTATION,

&

AFSCME IOWA COUNCIL 61
FOR TROY COOK, GRIEVANT

GRIEVANCE NUMBERS:
IDAS# 14-0027; AFSCME # 111808

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 Troy Cook (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement on this 14th day of February 2014, in full and final resolution of the grievance filed by the GRIEVANT, IDAS No. 14-0027, AFSCME No. 111808, that alleged a violation of Article VIII, Section 2.C. of the 2013-2015 Collective Bargaining Agreement ("CBA") between the PARTIES and agree to the following:

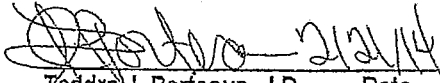
1. The GRIEVANT/Union:
 - a. Shall, in writing, immediately withdraw the above referenced grievance.
2. In consideration of the foregoing, the State of Iowa/DOT shall:
 - a. Reimburse the Grievant for 30 (thirty) hours in overtime back wages which should have been received 2011, 2012, and 2013 at an overtime hourly rate of \$41.94 (forty-one dollars and ninety four cents) in an amount totaling \$1,258.20 (one thousand two hundred fifty dollars and twenty 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.

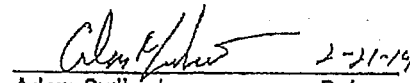
4. The PARTIES agree that this agreement is the full and final resolution of this matter.

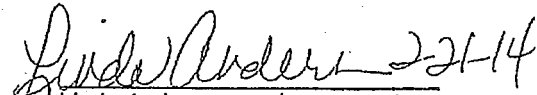
IN WITNESS WHEREOF, this settlement agreement has been duly executed by the parties hereto.

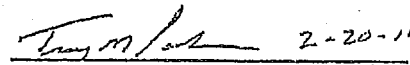
FOR THE STATE:


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


Troy Cook Date
Grievant

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, and Department of Corrections, Iowa State Penitentiary, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the following grievances: Kathy Hershberger (AFSCME No. 120727/DAS No. 13-0572/PERB No. 14-GA-043); Stacey Link (AFSCME No. 122673/DAS No. 13-0478/PERB No. 14-GA-045); Dawn Hecox (AFSCME No. 120736/DAS No. 13-0571/PERB No. 14-GA-044); and Dawn Hecox (AFSCME No. 120742/DAS No. 14-0032), hereinafter the Grievants, that alleged a violation of Article IX, Section 11 (Paid Annual Leave of Absence - Vacation) of the 2013-2015 Collective Bargaining Agreement between the parties.

The parties have agreed to the following:

1. Pursuant to Article III (Management Rights) of the Collective Bargaining Agreement, the parties recognize, consistent with the Collective Bargaining Agreement, the right of Management to maintain the efficiency of governmental operations, and determine and implement methods, means, assignments and personnel by which the healthcare unit operations are to be conducted.
2. Pursuant to Article IX, Section 11 (Paid Annual Leave of Absence - Vacation) of the Collective Bargaining Agreement, every attempt will be made to grant employees vacation at the requested time. However, when denying healthcare unit employees' vacation requests Management will not state the sole reason for the denial is due to the employee's weekend work schedule.
3. In consideration of the foregoing, the Union will withdraw the above referenced grievances and grievance arbitrations.
4. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
5. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE:

FOR THE UNION:

Stephanie L. Reynolds 3/14/14
Labor Relations Specialist
Iowa Department of Administrative Services

Otto Groenewald 3-6-14
Staff Representative
AFSCME Iowa Council 61

Susie Pritchard 03/14/14
Human Resources Director
Iowa Department of Corrections

STATE OF IOWA
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-IOWA
DEPARTMENT OF CORRECTIONS/
FORT DODGE CORRECTIONAL FACILITY,

&

AFSCME IOWA COUNCIL 61
FOR JOSEPH ANDREWS, GRIEVANT

GRIEVANCE NUMBERS:

IDAS 14-0043, 14-0050; AFSCME
119929, 119926
PPC No. 8696

GRIEVANCE SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services (hereinafter "IDAS") and the Iowa Department of Corrections/Fort Dodge Correctional Facility (hereinafter the "STATE") and AFSCME Iowa Council 61 for Joseph Andrews (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement on this 4th day of October 2013, in full and final resolution of the Prohibited Practice Complaint ("PPC") number 8696 and grievances filed by the GRIEVANT, IDAS No. 14-0043/AFSCME No. 119929 and IDAS No. 14-0050/AFSCME No. 119926 which alleged violations of the Collective Bargaining Agreement ("CBA") and Iowa Code Chapter 20. The PARTIES hereby agree to the following:

1. The GRIEVANT/Union:

- a. Shall, in writing, immediately withdraw grievances IDAS No. 14-0043, AFSCME No. 119929 and IDAS No. 14-0050, AFSCME No. 119926;
- b. Shall, in writing, immediately withdraw Prohibited Practice Complaint ("PPC") number 8696;

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

- a. Shall issue/reinstate 24 hours of vacation leave to the Grievant;
- b. Shall adjust the GRIEVANT'S personnel file accordingly;

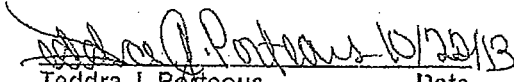
3. The PARTIES agree to the following provisions:

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

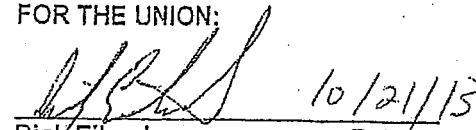
4. The PARTIES agree that this agreement is the full and final resolution of this matter.

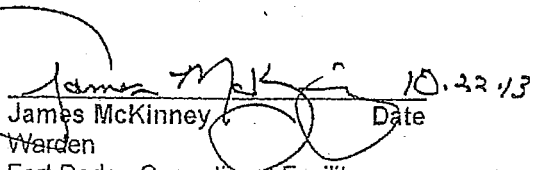
IN WITNESS WHEREOF, this settlement agreement has been duly executed by the parties hereto.

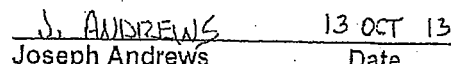
FOR THE STATE:


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

FOR THE UNION:


Rick Eilander Date
Union Representative
AFSCME Iowa Council 61


James McKinney Date
Warden
Fort Dodge Correctional Facility


Joseph Andrews Date
Grievant



AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL	2991
CONTRACT	Master
GRIEVANCE NUMBER	120136
CLASSIFICATION	RTW
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Amy Hoffmeier

NAME OF EMPLOYEE (GRIEVANT)	Ashley ArcAngel	SOC. SEC. NO. (processing delayed if not filled in)	[REDACTED]
HOME ADDRESS	[REDACTED]	[REDACTED]	[REDACTED]
WORK LOCATION	GRC area 4		

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION § All Applicable.

ARTICLE	IV	SECTION	IX
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
 Grievant was given a 3 day suspension with out pay on 8-6-13 without just cause

ADJUSTMENT REQUIRED:
 make whole

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
[REDACTED]	8-8-13	Deanna Roberts	[REDACTED]
(STEWARD) HOME ADDRESS	CITY STATE ZIP	(STEWARD) HOME PHONE NUMBER	[REDACTED]

1st STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
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DISPOSITION OF GRIEVANCE
 Discipline reduced from a 3 day to a 1 day.
 There is no back pay or award.
 Cheryl Under 1-9-14 M. [Signature]
 1-9-2014

2nd STEP

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

3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
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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 Christine Edwards, hereinafter the Grievant, AFSCME No. 121883/DAS No. 14-0131, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2013-2015 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a 10 day unpaid suspension on September 14, 2013.

The parties have agreed to the following:

- 1. The 10 day suspension without pay will be reduced to a five day suspension without pay upon execution of this agreement and the Grievant shall receive five days of back pay and accruals at the rate she was earning on September 14, 2013.
- 2. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
- 3. This agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
- 4. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

Stephanie H. Reynolds 12/9/13
Stephanie H. Reynolds Date
Labor Relations Specialist
Department of Administrative Services

FOR THE UNION

Robin White 12/6/13
Robin White Date
Staff Representative
AFSCME Iowa Council 61

William Spertslage 12/4/13
William Spertslage Date
Deputy Warden
Anamosa State Penitentiary

Christine Edwards 12-6-13
Christine Edwards Date
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 Chris Cullen, hereinafter the Grievant, AFSCME No. 121884/DAS No. 14-0132, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2013-2015 Collective Bargaining Agreement between the parties.

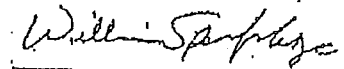
This settlement arose out of a situation in which the Grievant was issued a 10 day unpaid suspension on September 14, 2013.

The parties have agreed to the following:

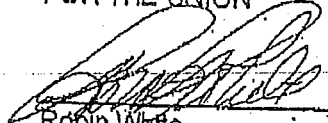
1. The 10 day suspension without pay will be reduced to a five day suspension without pay upon execution of this agreement and the Grievant shall receive five days of back pay and accruals at the rate he was earning on September 14, 2013.
2. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
3. This agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
4. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.
5. The parties acknowledge that grievant voluntarily resigned from his position at Anamosa State Penitentiary on January 27, 2014. *due to health reasons.*

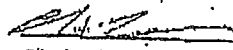
FOR THE STATE


Jasmina Sarajja 1/30/14
Date
Labor Relations Specialist
Department of Administrative Services


William Sperflage Date
Deputy Warden
Anamosa State Penitentiary

FOR THE UNION


Robin White 1/29/14
Date
Staff Representative
AFSCME Iowa Council 61


Chris Cullen 29 Jan, 14
Date
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 Rick Dietiker, hereinafter the Grievant, AFSCME No. 121836/DAS No. 14-0146, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2013-2015 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a 10 day unpaid suspension on September 17, 2013.

The parties have agreed to the following:

1. The 10 day suspension without pay will be reduced to a five day suspension without pay upon execution of this agreement and the Grievant shall receive five days of back pay and accruals at the rate he was earning on September 17, 2013.
2. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
3. This agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
4. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

Stephanie L. Reynolds 12/13/13
 Stephanie L. Reynolds Date
 Labor Relations Specialist
 Department of Administrative Services

FOR THE UNION

Robin White 12/6/13
 Robin White Date
 Staff Representative
 AFSCME Iowa Council 61

William Sperfelge 12/14/13
 William Sperfelge Date
 Deputy Warden
 Anamosa State Penitentiary

Rick Dietiker 12-11-13
 Rick Dietiker Date
 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 Marc Burge, hereinafter the Grievant, AFSCME No. 117702/DAS No. 14-0147, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2013-2015 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a 10 day unpaid suspension on September 17, 2013.

The parties have agreed to the following:

1. The 10 day suspension without pay will be reduced to a five day suspension without pay upon execution of this agreement and the Grievant shall receive five days of back pay and accruals at the rate he was earning on September 17, 2013.
2. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
3. This agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
4. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

S Reynolds 12/9/13
Stephanie L. Reynolds Date
Labor Relations Specialist
Department of Administrative Services

FOR THE UNION

[Signature] 12/6/13
Robin White Date
Staff Representative
AFSCME Iowa Council 61

William Sperflage 12/4/13
William Sperflage Date
Deputy Warden
Anamosa State Penitentiary

[Signature] 12/4/13
Marc Burge Date
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 Nathan Schmitt, hereinafter the Grievant, AFSCME No. 124833/DAS No. 14-0130, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2013-2015 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a 10 day unpaid suspension on September 15, 2013.

The parties have agreed to the following:

1. The 10 day suspension without pay will be reduced to a five day suspension without pay upon execution of this agreement and the Grievant shall receive five days of back pay and accruals at the rate he was earning on September 15, 2013.
2. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
3. This agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
4. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

S Reynolds 12/13/13

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

FOR THE UNION

[Signature] 12/6/13

Robin White Date
Staff Representative
AFSCME Iowa Council 61

William Spefflage 12/14/13

William Spefflage Date
Deputy Warden
Anamosa State Penitentiary

Nathan Schmitt 10 Dec 13

Nathan Schmitt Date
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 Joe Veach, hereinafter the Grievant, AFSCME No. 121838/DAS No. 14-0156, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2013-2015 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a 10 day unpaid suspension on September 17, 2013.

The parties have agreed to the following:

1. The 10 day suspension without pay will be reduced to a five day suspension without pay upon execution of this agreement and the Grievant shall receive five days of back pay and accruals at the rate he was earning on September 17, 2013.
2. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
3. This agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
4. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

Stephanie L. Reynolds 12/9/13
Stephanie L. Reynolds Date
Labor Relations Specialist
Department of Administrative Services

William Speifslage 12/4/13
William Speifslage Date
Deputy Warden
Anamosa State Penitentiary

FOR THE UNION

Robin White 12/6/13
Robin White Date
Staff Representative
AFSCME Iowa Council 61

Joe Veach
Joe Veach Date
Grievant

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 81
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 81, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Perry West, hereinafter the Grievant, AFSCME No. 124820/DAS No. 14-0162, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2013-2016 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a 10 day unpaid suspension on September 14, 2013.

The parties have agreed to the following:

1. The 10 day suspension without pay will be reduced to a five day suspension without pay upon execution of this agreement and the Grievant shall receive five days of back pay and accruals at the rate he was earning on September 14, 2013.
2. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
3. This agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
4. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

Stephanie L. Reynolds 12/9/13
Stephanie L. Reynolds Date
Labor Relations Specialist
Department of Administrative Services

FOR THE UNION

Robin White 12/6/13
Robin White Date
Staff Representative
AFSCME Iowa Council 81

William Sperislag 12/4/13
William Sperislag Date
Deputy Warden
Anamosa State Penitentiary

Perry West 12-6-13
Perry White Date
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 Jake Neff, hereinafter the Grievant, AFSCME No. 124837/DAS No. 14-0163, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2013-2015 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was issued a 10 day unpaid suspension on September 14, 2013.

The parties have agreed to the following:

1. The 10 day suspension without pay will be reduced to a five day suspension without pay upon execution of this agreement and the Grievant shall receive five days of back pay and accruals at the rate he was earning on September 14, 2013.
2. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
3. This agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
4. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

Stephanie L. Reynolds 12/9/13
Stephanie L. Reynolds Date
Labor Relations Specialist
Department of Administrative Services

FOR THE UNION

Robin White 12/6/13
Robin White Date
Staff Representative
AFSCME Iowa Council 61

William Spertstage 12/11/13
William Spertstage Date
Deputy Warden
Anamosa State Penitentiary

Jake Neff 12/16/13
Jake Neff Date
Grievant

STATE OF IOWA
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-IOWA
DEPARTMENT OF HUMAN SERVICES CENTRALIZED
SERVICE DELIVERY AREA,

&

GRIEVANCE NUMBERS:
IDAS# 14-0294; AFSCME # 85640

AFSCME IOWA COUNCIL 61
FOR MARCY O'CONNOR, GRIEVANT

GRIEVANCE SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services (hereinafter "IDAS") and the Iowa Department of Human Services (hereinafter the "STATE" or "DHS") and AFSCME Iowa Council 61 for Marcy O'Connor (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement on this 6th day of February 2014, in full and final resolution of the grievance filed by the GRIEVANT, IDAS No. 14-0294, AFSCME No. 85640, that alleged a violation of Article IV, Section 9 of the 2011-2013 Collective Bargaining Agreement ("CBA") between the PARTIES and agree to the following:


1. The GRIEVANT/Union:
 - a. Shall, in writing, immediately withdraw the above referenced grievance.
 - b. Shall comply with all confidentiality policies and requirements and will not access information, database files, paper files or any other information restricted by policy, rule or law.
2. In consideration of the foregoing, the State of Iowa/DHS shall:
 - a. Convert the discharge to a leave of absence without pay from December 16, 2013 through March 31, 2014;
 - b. Allowed the Grievant to use at eight (8) hours of sick leave from her accrued sick leave bank by February 15, 2014;
 - c. Not award back pay or benefits;
 - d. Restore the Grievant's original seniority date;
 - e. Allow the Grievant to accrue leave based on her original date of hire and retain the eligibility date that was in place on December 16, 2013;
 - f. Adjust the GRIEVANT'S personnel file accordingly to reflect the above.
3. The PARTIES agree to the following provisions:
 - a. This Settlement Agreement is Grievant's notice and Management's acceptance of Grievant's voluntary retirement effective at 4:30 p.m. on March 31, 2014.
 - b. The terms of this agreement are non-precedent setting.

- c. 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.
- d. No promises for other or future consideration have been made by anyone. The above consideration is all that shall be received by the PARTIES.
- e. Nothing herein shall be construed as liability against or admission of guilt on the part of either PARTY.
- f. This Agreement shall serve as a good faith settlement of any and all alleged issues and damages arising from and related to the grievance.
- g. This agreement is a good faith settlement of all issues arising from the employment of the Grievant with the State of Iowa, Department of Human Services. The Grievant hereby waives, releases, and discharges the State of Iowa, Iowa Department of Administrative Services, Iowa Department of Human Services, its officers, employees and agents and any and all other persons, from any and all liability, including all claims, demands, causes of action and suits of every nature, including, all claims cognizable under federal and state statute or common law, affecting the Grievant, which he may have or ever claim to have, by reason of the facts giving rise to this grievance.
- h. It is further agreed that this release covers all damages, whether known or unknown which may hereafter develop arising from the facts of this grievance. The above consideration is all that will be received for the Grievant's claims and potential causes of actions and suits and no promise for any other or future considerations has been made by anyone.

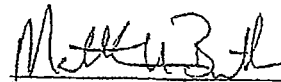
4. The PARTIES agree that this agreement is the full and final resolution of this matter.

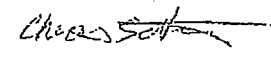
IN WITNESS WHEREOF, this settlement agreement has been duly executed by the parties hereto.

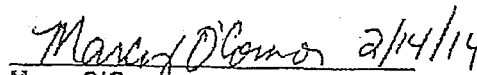
FOR THE STATE:

 2/14/14
Taddra J. Porteous Date
Labor Relations Specialist
Iowa Department of Administrative
Services

FOR THE UNION:

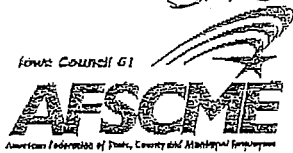
 2/18/2014
Matthew Butler Date
Union Representative
AFSCME Iowa Council 61

 2/19/14
Christopher Silberhorn Date
Iowa Department of Human Services

 2/14/14
Marcy O'Connor Date
Grievant

14-0000

342-10-14-RE



AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL	2984
CONTRACT	13-15
GRIEVANCE NUMBER	123504
CLASSIFICATION	RTW/CMA
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Jill Hollander

NAME OF EMPLOYEE (GRIEVANT) Karen Seemann	SOC. SEC. NO. (In processing; delayed if not filled in)	CLASSIFICATION RTW/CMA
HOME ADDRESS [REDACTED]	CITY, STATE, & ZIP [REDACTED]	HOME PHONE NUMBER [REDACTED]
WORK LOCATION Ivonia Veterans Home		IMMEDIATE SUPERVISOR Jill Hollander

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

ARTICLE	4	SECTION	9 and all that apply
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE
 on 12-20-13 terminated employment

ADJUSTMENT REQUIRED:
 Rescind termination and make whole in all matters.

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE 12-31-13	UNION STEWARD'S SIGNATURE Koronausk	STEWARDS SOC. SEC. NO. (In processing; delayed if not filled in)
EMPLOYEE HOME ADDRESS [REDACTED]		STEWARDS HOME ADDRESS [REDACTED]	STEWARDS HOME PHONE NUMBER [REDACTED]

1st STEP

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

DISPOSITION OF GRIEVANCE
 Parties will allow employee to resign in lieu of termination of probation presents letter of resignation to personnel by 1/14/14 - K. Koronausk

2nd STEP

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

DISPOSITION OF GRIEVANCE

3rd STEP

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

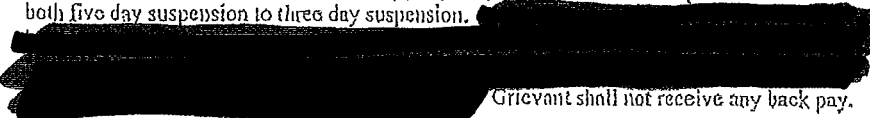
DISPOSITION OF GRIEVANCE

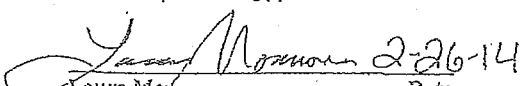
MANAGEMENT'S COPY (Traveling Copy)


SETTLEMENT AGREEMENT
JOYCE FIGGINS GRIEVANCES

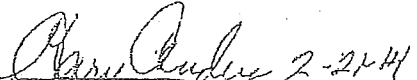
The State of Iowa, Department of Administrative Services, Glenwood Resource Center ("State"), along with the American Federation of State, County and Municipal Employees, Iowa Council 61 ("Union"), and Joyce Figgins ("Grievant"), collectively "the Parties," enter into the following Settlement Agreement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

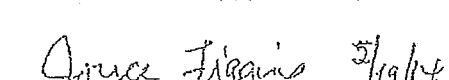
In full, final and complete resolution of Grievances, the Parties agree to the following:

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


Laura Mohnsen Date
Labor Relations Specialist,
Dept. of Admin Services


Matt Butler Date
Union Representative,
AFSCME Iowa Council 61


Gary Anders Date
Interim Superintendent
Glenwood Resource Center


Joyce Figgins Date
Grievant


**SETTLEMENT AGREEMENT
FRANK REYNA GRIEVANCE**

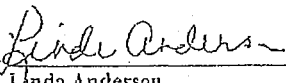
The State of Iowa, Department of Administrative Services, Department of Transportation ("State"), the American Federation of State, County and Municipal Employees, Iowa Council 61 ("Union"), and Frank Reyna ("Grievant"), collectively "the Parties," enter into the following Settlement Agreement ("Agreement") in full, final and complete resolution of grievance AFSCME No. 114918, DAS 14-0025 ("Grievance"). Grievance alleged a violation of "Article IV, Section 9 and all others that apply" of the 2013-2015 Collective Bargaining Agreement between the Parties.¹

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

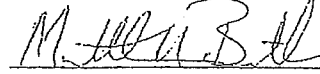
1. Prior to Monday, September 16, 2013, Union shall promptly withdraw Grievance and shall send copies of the withdrawal to both of the undersigned State representatives.
2. In exchange for the consideration listed in Paragraph 1 and after all below signatures are obtained, Grievant's ten (10) day unpaid suspension shall be reduced to a five (5) day unpaid suspension. Grievant shall not receive any back pay.
3. This Agreement shall serve as a good faith settlement of any and all alleged claims and damages alleged in, related to, and/or arising from Grievance.
4. Union and Grievant acknowledge no promises for any other or future consideration have been made by anyone. The above consideration is all Grievant shall receive for the claims and potential causes of action alleged in, related to, and/or arising from Grievance.
5. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in Grievance. The Parties shall not rely on this Agreement or cite the same as an example, standard and/or precedent in any grievance, arbitration, litigation or any other future proceeding(s) which do not involve Grievant.

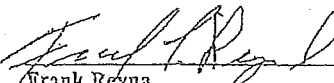
FOR STATE:

 9-18-13
Date
Laura Mohnsen
Labor Relations Specialist
Dept. of Admin Services

 9-18-13
Date
Linda Anderson
Employee Relations Team Leader
Department of Transportation

FOR UNION:

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

 9-13-13
Date
Frank Reyna
Grievant

¹ As of September 4, 2013, AFSCME has not approved the 2013-2015 CBA. Thus in making this settlement, the Parties assumed and relied on the fact the relevant CBA sections, including but not limited to Article 4, § 9 of the 2013-2015 CBA, did not change from the 2011-2013 CBA.

14-00216
 KK/UB
 To
 Rec 7/23/13
 Fax

Iowa Council #1
AFSCME
American Federation of State, County and Municipal Employees

AFSCME COUNCIL 61
GRIEVANCE FORM

AFSCME LOCAL	2991
CONTRACT	Master
GRIEVANCE NUMBER	120845

NAME OF EMPLOYEE (GRIEVANT) Stephanie McIntyre	SOC. SEC. NO. (processing delayed if not filled in)	CLASSIFICATION RTW
HOME ADDRESS [Redacted]	CITY, STATE, & ZIP [Redacted]	HOME PHONE NUMBER [Redacted]
WORK LOCATION Area 3 / 470		IMMEDIATE SUPERVISOR Amy Ryan

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

ARTICLE II	SECTION IX
---------------	---------------

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
 Grievant was suspended & written reprimand on 6-1-13 without just cause in article IV section IX. Another article or sections relevant. [Redacted]

ADJUSTMENT REQUIRED:
 To make the grievance whole.

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE 6-12-13	UNION STEWARD'S SIGNATURE [Signature]	STEWARD'S 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 [Signature]	DATE RECEIVED 6/12/13	DATE ANSWERED 7/11/13
--	--------------------------	--------------------------

DISPOSITION OF GRIEVANCE
 (See Attachment) revised 7/19/13
 Grievant did not accept settlement so grievance denied. [Redacted] 7/22/13
 T/O/Fax

2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE [Signature]	DATE RECEIVED 7-23-13	DATE ANSWERED
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DISPOSITION OF GRIEVANCE
 Both parties agreed to the following settlement. This written reprimand was removed from grievant's file after 5 months from the date of original settlement proposal (7/1/13). [Redacted]

3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE [Signature]	DATE RECEIVED	DATE ANSWERED
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DISPOSITION OF GRIEVANCE
 Date 12/1/13 it requested by grievant. This decision is not precedent setting. [Redacted] 9/16/13
 M. W. A. B. [Redacted] 9/16/2013

SEND TO COUNCIL 61

STATE OF IOWA
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-IOWA
DEPARTMENT OF CORRECTIONS
(FORT DODGE CORRECTIONAL FACILITY),


GRIEVANCE NUMBERS:
IDAS 14-0045; AFSCME 124207

&

AFSCME IOWA COUNCIL 61
FOR JOSEPH ANDREWS, GRIEVANT

GRIEVANCE SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services (hereinafter "IDAS") and the Iowa Department of Corrections (hereinafter the "STATE") and AFSCME Iowa Council 61 for Joseph Andrews (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement on this 1st day of October 2013, in full and final resolution of the grievance arbitration filed by the GRIEVANT, IDAS No. 14-0045, AFSCME No. 124207, that alleged a violation of Article IV, Section 9 of the 2011-2013 Collective Bargaining Agreement ("CBA") between the PARTIES and agree to the following:

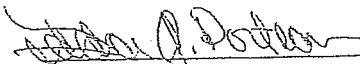
1. The GRIEVANT/Union:
 - a. Shall, in writing, immediately withdraw the above referenced grievance;
 - b. Shall, in writing, immediately withdraw PERB Case No. 13-GA-188 (IDAS No. 12-0728, AFSCME No. 97773)
 - c. Shall pay the costs, if any, associated with the withdrawal of the arbitration.
2. In consideration of the foregoing, the State of Iowa/DOC:
 - a. Shall reduce the ten (10) day suspension to a five (5) day suspension with no back pay;
 - b. 
 - c. Shall adjust the GRIEVANT'S personnel file accordingly;
3. The PARTIES agree to the following provisions:
 - a. No promises for other or future consideration have been made by anyone. The above consideration is all that shall be received by the PARTIES.
 - b. Nothing herein shall be construed as liability against or admission of guilt on the part of either PARTY.

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

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

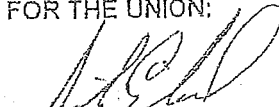
~~IN WITNESS WHEREOF, this settlement agreement has been duly executed by the parties hereto.~~

FOR THE STATE:

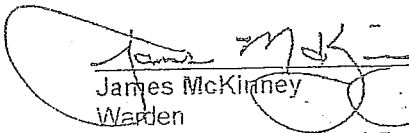


Teddra J. Rorteous Date
Labor Relations Specialist
Iowa Department of Administrative
Services

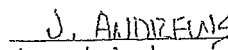
FOR THE UNION:



Rick Elander Date
Union Representative
AFSCME Iowa Council 61



James McKinney Date
Warden
Fort Dodge Correctional Facility



Joseph Andrews Date
Grievant

14-0048



AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL	2551
CONTRACT	Master
GRIEVANCE NUMBER	120133
CLASSIFICATION	KLW
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Angie Martin

NAME OF EMPLOYEE (GRIEVANT)	David Phillips	SOC SEC NO (processing delayed if not filled in)	[REDACTED]
HOME ADDRESS	[REDACTED]	CITY, STATE, & ZIP	[REDACTED]
WORK LOCATION	Area 4/465		

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

ARTICLE	IX	SECTION	IX
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE.
 Grievant was given one day suspension on 7-31-13 [REDACTED] without just cause in article IX section IX. All other articles or sections relevant.

ADJUSTMENT REQUIRED
 To make the grievance whole

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC SEC NO (processing delayed if not filled in)
[REDACTED]	8-1-13	[REDACTED]	[REDACTED]
(STEWARD) HOME ADDRESS	CITY, STATE, & ZIP	(STEWARD) HOME PHONE NUMBER	
[REDACTED]	[REDACTED]	[REDACTED]	

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

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

1 Day Suspension will be reduced to a written reprimand. No back pay awarded. Agreement is non-precedent setting.

3rd STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
DISPOSITION OF GRIEVANCE	[REDACTED]	[REDACTED]	9-16-13

MANAGEMENT'S COPY (Traveling Copy)

14-0082
LM/AB
T6
Rec 8-8-13
FAX



AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL 2991
CONTRACT
GRIEVANCE NUMBER 120137
CLASSIFICATION
HOME PHONE NUMBER
IMMEDIATE SUPERVISOR

NAME OF EMPLOYEE (GRIEVANT) Jessica Mayer	SOC. SEC. NO. (processing delayed if not filled in)
HOME ADDRESS	CITY, STATE & ZIP
WORK LOCATION Ann 4 128 Am Shift	

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION All Applicable

ARTICLE XI	SECTION I
---------------	--------------

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
Grievant was giving 3 day suspension on Aug. 5th 2013 without just cause.

ADJUSTMENT REQUIRED:
make whole

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

1st STEP

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

DISPOSITION OF GRIEVANCE

2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED 8-8-13	DATE ANSWERED
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DISPOSITION OF GRIEVANCE
Grievant's three (3) day suspension shall be reduced to a one (1) day suspension. Grievant shall not receive back pay.

3rd STEP

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

DISPOSITION OF GRIEVANCE
This agreement shall be non-precedent setting.
M. K. [Signature] 9-16-2013
[Signature] 9/16/13

MANAGEMENT'S COPY (Traveling Copy)

14-0096



AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL 2991
CONTRACT Master
GRIEVANCE NUMBER 120138
CLASSIFICATION RW
HOME PHONE NUMBER [REDACTED]
IMMEDIATE SUPERVISOR Kara Clark

NAME OF EMPLOYEE (GRIEVANT) Tyler Palmer	SOC SEC NO (processing delayed if not filled in)
HOME ADDRESS [REDACTED]	CITY, STATE, & ZIP [REDACTED]
WORK LOCATION Amn 4 pm	

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION	
ARTICLE IV	SECTION 9

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE

7-30-13 Received 3 day suspension w/out just cause under all relevant articles and sections

ADJUSTMENT REQUIRED

Return all things to make grievance whole

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE 8-12-13	UNION STEWARD'S SIGNATURE Mike [Signature]	STEWARDS SOC SEC NO (processing delayed if not filled in)
(STEWARD) HOME ADDRESS [REDACTED]	CITY, STATE, & ZIP [REDACTED]	(STEWARD) HOME PHONE NUMBER	

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

3 Day will be reduced to a 1 Day [REDACTED]

[REDACTED] There will be no back pay awarded. This agreement is non-precedent setting.

2nd STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE [Signature]	DATE RECEIVED 9/16/13	DATE ANSWERED
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DISPOSITION OF GRIEVANCE

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

MANAGEMENT'S COPY (Traveling Copy)

14-0124
LM JB
TO
Rec 9-1-13
FAX



AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL <i>61</i>
CONTRACT <i>Master</i>
GRIEVANCE NUMBER <i>120852</i>
CLASSIFICATION <i>RTW/CMA</i>
HOME PHONE NUMBER [REDACTED]
IMMEDIATE SUPERVISOR <i>MIKE EVANS</i>

NAME OF EMPLOYEE (GRIEVANT) <i>Donna Bayl</i>	SOC. SEC. NO. (processing delayed if not filled in)
HOME ADDRESS [REDACTED]	CITY, STATE, & ZIP [REDACTED]
WORK LOCATION <i>Area 2 1467</i>	

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

ARTICLE <i>10</i>	SECTION <i>18</i>
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
*Contract was suspended without pay for 1 work day on 8-30-13 [REDACTED]
 [REDACTED]; without just cause in article 10 section 18.
 All other articles or sections relevant.*

ADJUSTMENT REQUIRED:
To make the grievance whole

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE <i>9-1-13</i>	UNION STEWARD'S SIGNATURE <i>[Signature]</i>	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
(STEWARD) HOME ADDRESS [REDACTED]	CITY, STATE, & ZIP [REDACTED]	(STEWARD) HOME PHONE NUMBER [REDACTED]	

1st STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE <i>[Signature]</i>	DATE RECEIVED <i>9-01-13</i>	DATE ANSWERED <i>9-10-13</i>
DISPOSITION OF GRIEVANCE <i>Reduce 1 day to a written reprimand</i>		
<i>[Signature]</i> 9-2-2014		

2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE <i>TB/FAK</i>	DATE RECEIVED <i>9-1-13</i>	DATE ANSWERED
DISPOSITION OF GRIEVANCE		

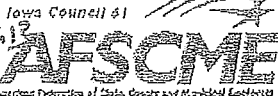
3rd STEP

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

MANAGEMENT'S COPY (Traveling Copy)



14-0168
1/20
Rec'd 10-5-13
AFSCME



AFSCME COUNCIL 61 GRIEVANCE FORM

CONTRACT	Master
GRIEVANCE NUMBER	120864
CLASSIFICATION	RTW
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Nancy McVay

NAME OF EMPLOYEE (GRIEVANT)	Diana Skint	SOC. SEC. NO. (processing delayed if not filled in)	[REDACTED]
HOME ADDRESS	[REDACTED]	CITY, STATE, & ZIP	[REDACTED]
WORK LOCATION	Area 4-468		

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

ARTICLE	IV	SECTION	X
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
 Grievant was given a one day suspension on 10-1-13, without just cause in article 10, Section 10. Any other articles or sections relevant.

ADJUSTMENT REQUIRED:
 To make the grievance whole

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
[REDACTED]	10-5-13	[REDACTED]	[REDACTED]
(STEWARD) HOME ADDRESS	CITY, STATE, & ZIP	(STEWARD) HOME PHONE NUMBER	
[REDACTED]	[REDACTED]	[REDACTED]	

1st STEP

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

DISPOSITION OF GRIEVANCE
 Reduce to a written reprimand from a one-day suspension.
 From the date of the settlement, there will be no repayment of the funds.
 Board Minutes 1-9-14 TO/FAC M. 11-13-14

2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[REDACTED]	10-5-13	

DISPOSITION OF GRIEVANCE

3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED

DISPOSITION OF GRIEVANCE

MANAGEMENT'S COPY (Traveling Copy)

14-0175



AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL	2991
CONTRACT	Master
GRIEVANCE NUMBER	120863
CLASSIFICATION	RTW
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Kerney McVay

NAME OF EMPLOYEE (GRIEVANT)	SOC. SEC. NO. (processing delayed if not filled in)
Raymond Bush	[REDACTED]
HOME ADDRESS	CITY, STATE, & ZIP
[REDACTED]	[REDACTED]
WORK LOCATION	Area 4-138

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION	
ARTICLE	SECTION
IV	IX

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
 Grievant was served a three day suspension without pay [REDACTED] (Discipline was received on 10-3-13)
 [REDACTED]
 just cause in article IV Section IX. Any other articles or sections relevant

ADJUSTMENT REQUIRED:
 To make the grievance whole.

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
[REDACTED]	10-5-13	[REDACTED]	[REDACTED]
(STEWARD) HOME ADDRESS	CITY, STATE, & ZIP	(STEWARD) HOME PHONE NUMBER	
[REDACTED]	[REDACTED]	[REDACTED]	

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

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

3rd STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
DISPOSITION OF GRIEVANCE			
3 Day suspension shall be reduced to a two (2) day on 11-14-2014, given the grievant [REDACTED]			
[REDACTED] M. Miller B. [REDACTED] Jan Moran			

MANAGEMENT'S COPY (Traveling Copy) Kerney McVay 10/8/13

14-0245
MJB
To
rec 11-14-13
Fax



AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL	2991
CONTRACT	Master
GRIEVANCE NUMBER	121131
CLASSIFICATION	K11W
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Amy Ryan

NAME OF EMPLOYEE (GRIEVANT)	SOC. SEC. NO. (processing delayed if not filled in)
Michael J. Slavik	
HOME ADDRESS	CITY, STATE, & ZIP
[REDACTED]	[REDACTED]
WORK LOCATION	Area 3/470

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION	
ARTICLE <u>IV</u>	SECTION <u>IX</u>

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
 Grievant was given a one day suspension without pay on 11-13-13 [REDACTED] without just cause in article IV section IX. Any other articles or sections relevant.

ADJUSTMENT REQUIRED:
 To make the grievance whole

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
	11-14-13	[Signature]	
(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

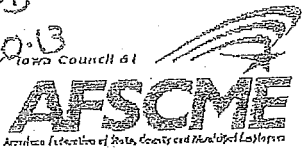
2nd STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
		11-14-13	

DISPOSITION OF GRIEVANCE
 • Reduce to a written reprimand from the one-day suspension.
 [REDACTED]
 • There will be no repayment of the funds due to the suspension.
 [Signature] 1-9-14

3rd STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
			1-9-14

DISPOSITION OF GRIEVANCE

14-0259
 LMJB
 To
 Rec 11-20-13
 FAX



AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL	2991
CONTRACT	Master
GRIEVANCE NUMBER	121134

NAME OF EMPLOYEE (GRIEVANT) Phyllis Winchel	SOC. SEC. NO. (processing delayed if not filled in)	CLASSIFICATION RTW
HOME ADDRESS [REDACTED]	CITY, STATE, & ZIP [REDACTED]	HOME PHONE NUMBER [REDACTED]
WORK LOCATION GRC NW shift		IMMEDIATE SUPERVISOR Nancy McVay

Article 9, Section 10 (Sick leave)
 CONTRACT VIOLATION All Applicable

STATEMENT OF GRIEVANCE

ARTICLE	IV-IX	SECTION	IX-1
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
 grievant was given [REDACTED] in pay on 11-13
 without just cause equivalent to a day suspension

ADJUSTMENT REQUIRED: make whole

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE 11-18-13	UNION STEWARD'S SIGNATURE [Signature]	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
(STEWARD) HOME ADDRESS [REDACTED]	CITY, STATE, & ZIP [REDACTED]	(STEWARD) HOME PHONE NUMBER [REDACTED]	

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

2nd STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED 11-20-13	DATE ANSWERED
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DISPOSITION OF GRIEVANCE [REDACTED] Agreement
 will be reimbursed for lost wages. Non precedent setting
 [Signature] 1-9-2014
 [Signature] 1-9-14

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

MANAGEMENT'S COPY (Traveling Copy)

14-0261
Um JB
To
Re 11/21/13
FAX

Local Council 61



AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL	199I
CONTRACT	Master
GRIEVANCE NUMBER	122137

NAME OF EMPLOYEE (GRIEVANT) Karl Hastie	SOC. SEC. NO. (processing delayed if not filled in)	CLASSIFICATION RWICMA
HOME ADDRESS	CITY, STATE, & ZIP	HOME PHONE NUMBER
WORK LOCATION House 242 - Area 3	IMMEDIATE SUPERVISOR JASON RYAN RTS	

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION *All Applicable*

ARTICLE <i>4</i>	SECTION <i>9</i>
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
GRIEVANT RECEIVED A ONE DAY SUSPENSION WITHOUT JUST CAUSE ON 11-19-13.

ADJUSTMENT REQUIRED: *Make grievant whole*

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

1st STEP

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

2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED <i>11-21-13</i>	DATE ANSWERED
---------------------------------------	----------------------------------	---------------

DISPOSITION OF GRIEVANCE *Full back pay - reduce to a position equivalent from the one day suspension.*

the date of settlement. There will be no payment of back pay due to the suspension.

3rd STEP

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

STATE OF IOWA
DEPARTMENT OF ADMINISTRATIVE SERVICES
STATE OF IOWA
WORKFORCE DEVELOPMENT,
AFSCME IOWA COUNCIL 61
FOR INGER HALL, GRIEVANT

GRIEVANCE NUMBERS:
IDAS 14-0301; AFSCME 121683

GRIEVANCE SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services (hereinafter "IDAS") and the Iowa Workforce Development (hereinafter the "STATE") and AFSCME Iowa Council 61 for Inger Hall (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement on this 13th day of February 2014, in full and final resolution of the grievance filed by the GRIEVANT, IDAS No. 14-0301, AFSCME No. 121553, that alleged a violation of Article IV, Section 9 of the 2013-2015 Collective Bargaining Agreement ("CBA") between the PARTIES and agree to the following:


1. The GRIEVANT/Union:
 - a. Shall, in writing, immediately withdraw the above referenced grievance;
 - b. ~~_____~~
2. In consideration of the foregoing, the State of Iowa/IWD shall:
 - a. Remove the written reprimand from the Grievant's personnel file on April 11, 2014, ~~_____~~
 - b. Adjust the GRIEVANT'S personnel file accordingly based upon Paragraph 2.a. of this agreement.
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.

9. 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:


Todd J. Porteous, J.D.
Labor Relations Specialist
Iowa Department of Administrative
Services
Date 2/17/14

FOR THE UNION:


Greg Lewis
Union Representative
AFSCME Iowa Council 61
Date 2/19/14


Jeff Nelson
Employee Relations Manager
Iowa Workforce Development
Date 2/17/14


Ingrid Hall
Grievant
Date 3/6/14



Routing/Review Approval of Personnel Settlement Agreement

Please sign/date where indicated below noting the approval or denial of the attached proposed Personnel Settlement Agreement. **After signing, please return to the attention of DAS-Communications in the Hoover Building for routing/final distribution.** If "denied," please return to DAS-Communications.

In the matter of: Cyndee Hilderbrand – removal of written reprimand after 6 months.

LRT Staff: Stephanie Reynolds

Agency/Department: Iowa Vocational Rehabilitation Services

Director's Printed Name: David Mitchell

Director's Signature: David L Mitchell

Date: 4/23/14 Approve: Deny:

Department of Administrative Services

Director's Printed Name: Janet E. Phipps

Director's Signature: Janet E Phipps

Date: 4/25/2014 Approve: Deny:

Department of Management

Director's Printed Name: David Roederer

Director's Signature: David Roederer

Date: 4/25/14 Approve: Deny:

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

Reviewer's Signature: Jeff Thompson

Date: 4/30/14 Reviewed: Redacted: *No Redaction MO.*

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

APR 18 2014

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, and Department of Education, Iowa Vocational Rehabilitation Services, hereinafter the State, and AFSCME Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Cyndee Hilderbrand, hereinafter the Grievant, AFSCME No. 124960/DAS No. 14-0350, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2013-2016 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was issued a written reprimand on October 9, 2013.

The parties have agreed to the following:

1. The written reprimand shall be removed from the Grievant's personnel file on April 9, 2014.
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.~~
5. This settlement agreement is subject to Open Records and is available for public inspection and copying.

FOR THE STATE
APPROVED AS TO FORM

Stephanie V. Reynolds 4-22-14
 Stephanie V. Reynolds Date
 Labor Relations Specialist
 Department of Administrative Services

David Mitchell 4/22/14
 David Mitchell Date
 Administrator
 Iowa Vocational Rehabilitation Services

FOR THE UNION

Greg Lewis 4/15/2014
 Greg Lewis Date
 Staff Representative
 AFSCME Iowa Council 61

Cyndee Hilderbrand 4/15/2014
 Cyndee Hilderbrand Date
 Grievant



Routing/Review Approval of Personnel Settlement Agreement

Please sign/date where indicated below noting the approval or denial of the attached proposed Personnel Settlement Agreement. **After signing, please return to the attention of DAS-Communications in the Hoover Building for routing/final distribution.** If "denied," please return to DAS-Communications.

In the matter of: Todd Cross - Grievant

LRT Staff: Neil Barrick

Agency/Department: Department of Corrections

Director's Printed Name: John Baldwin

Director's Signature: John R. Baldwin

Date: 23 April 14 Approve: Deny:

Department of Administrative Services

Director's Printed Name: Janet E. Phipps

Director's Signature: Janet E. Phipps

Date: 4/25/2014 Approve: Deny:

Department of Management

Director's Printed Name: David Roederer

Director's Signature: David Roederer

Date: 4/25/14 Approve: Deny:

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

Reviewer's Signature: Jeff Thompson

Date: 4/20/14 Reviewed: Redacted:

STATE OF IOWA
AND
(AFSCME Council 61/Local 2086)

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Iowa Department of Corrections/Iowa Medical Classification Center, hereinafter the State, and AFSCME Council 61/Local 2086, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance(s) filed by Todd Cross, hereinafter the Grievant, AFSCME No. 123783 /DAS No. 14-0273, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2013-2015 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant [REDACTED] A five day suspension was imposed. The parties have agreed to the following:

1. [REDACTED]
2. The suspension will be removed from Grievant's file and he shall receive five days back pay.
3. In consideration of the foregoing, the Union withdraws 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.
6. This settlement agreement is subject to Open Records and is available for public inspection and copying.

FOR THE STATE:

FOR THE UNION:

APPROVED AS TO FORM

Neil Barrick 4/22/14
Neil Barrick Date
Labor Relations Specialist
Iowa Department of Administrative Services

Earlene Anderson 4-22-14
Earlene Anderson Date
Staff Representative

Daniel Craig Warden 4/22/14
Daniel Craig Warden Date
Iowa Medical Classification Center

Todd Cross 4-22-14
Todd Cross Date
Grievant



Department of Justice

THOMAS J. MILLER
ATTORNEY GENERAL
JEFFREY THOMPSON
DEPUTY ATTORNEY GENERAL

ADDRESS REPLY TO:
ATTORNEY GENERAL, HOOVER BUILDING 2nd Floor
DES MOINES, IOWA 50319-0109
TELEPHONE: (515) 281-5164
FACSIMILE: (515) 281-4209

Review of Personnel Settlement Agreement for the State Appeal Board

Please sign/date where indicated below noting the approval or denial of the attached proposed Personnel Settlement Agreement. After signing, please return to the attention of Jeffrey Thompson, Deputy Attorney General, Hoover Building, 2nd Floor for routing and final distribution.

In the matter of: **Cecilia Carman v. Glenwood Resource Center and the State of Iowa**

Agency/Department: Department of Human Services

Director's Printed Name: Charles M. Palmer

Director's Signature: *C M Palmer*

Date: 4/20/14 Approve: Deny:

Department of Administrative Services

Director's Printed Name: Janet E. Phipps

Director's Signature: *Janet E Phipps*

Date: 4/30/2014 Approve: Deny:

Department of Management

Director's Printed Name: David Roederer

Director's Signature: *David Roederer*

Date: 4/2/14 Approve: Deny:

Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson

Reviewer's Signature: *Jeffrey Thompson*

Date: 5/8/14 Approve: Deny:



Department of Justice

THOMAS J. MILLER
ATTORNEY GENERAL

DIANE M. STABLE
SPECIAL ASSISTANT ATTORNEY GENERAL

BARBARA E.B. GALLOWAY
ASSISTANT ATTORNEY GENERAL

ADDRESS REPLY TO:
REGENTS AND HUMAN SERVICES DIVISION
HOOVER BUILDING
DES MOINES, IOWA 50319-0109
TELEPHONE: (515) 281-8330
FACSIMILE: (515) 281-7219

April 30, 2014

Joseph Barry
Executive Secretary
State Appeal Board
Department of Management
LOCAL

**Re: Cecilia Carman v. Glenwood Resource Center and State of Iowa, Mills County
Case No. LACV25683**

Dear Mr. Barry:

The State of Iowa has settled an employment related lawsuit filed against it by Cecilia Carman, a former employee of the Glenwood Resource Center. Ms. Carman made allegations of retaliation for failure to hire in violation of the Iowa Civil Rights Act. The parties agreed to settle the matter for the amount of \$100,000.00. I am writing to request that you issue three warrants in the gross amount of \$100,000.00.

Would you please issue three warrants as follows:

1. a check in the gross amount of \$33,333.00, less applicable tax deductions and withholdings, allocated to a negotiated amount of back wages and made payable to Cecilia Carman. Ms. Carman's Social Security number is 1516 7th Avenue, Council Bluffs, Iowa 51501,
2. a check in the gross amount of \$33,334.00 without deductions for nonwage, compensatory damages for past emotional distress, loss of reputation, and litigation costs, and made payable to Cecilia Carman, and
3. a check in the gross amount of \$33,333.00 payable to attorney Roxanne Conlin & Associates, P.C., Tax II, 319 7th Street, Suite 600, Des Moines, Iowa 50309.


Joseph Barry
April 30, 2014
Page 2

I am enclosing a copy of the settlement agreement. If you have any questions, please do not hesitate to contact me. My direct number is 281-6780. Thank you for your attention to this matter.

Sincerely,



Barbara E. B. Galloway
Assistant Attorney General



Jeffrey Thompson
Deputy Attorney General

Enc.

cc. Barrett Harvey, Department of Administrative Services
Michelle Wendel, Department of Administrative Services
Pam O'Brien, Attorney General's Office
Jeffrey Peterzalek, Assistant Attorney General

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is by and among Cecilia Carman, the Glenwood Resource Center, and the State of Iowa.

Cecilia Carman is the Plaintiff, and the Glenwood Resource Center, the Iowa Department of Human Services, and the State of Iowa are Defendants in an action pending in Mills County District Court (the "Lawsuit"). In the Lawsuit, Plaintiff made claims against Defendants and sought damages. The Defendants deny all such claims.

The parties have agreed to compromise and settle as set forth below. Based on the mutual promises and covenants exchanged and for other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree:

1. Dismissal with Prejudice. Subsequent to the execution of this Settlement Agreement and Release, Cecilia Carman shall authorize her attorney to execute a Dismissal with Prejudice and to file it with the Mills County District Court. The execution and filing of a dismissal of the Lawsuit with prejudice shall be a condition precedent to Defendants' obligations under this Settlement Agreement and Release. Such dismissal shall provide that each party will bear its own costs. In addition, such dismissal shall provide that Cecilia Carman will be responsible for any assessment from the District Court for the late-settlement fee, required by Iowa Rule of Civil Procedure 1.909.

2. Cecilia Carman Releases.

- (a) Releasing Parties. The covenants, waivers and releases made by Cecilia Carman in this Settlement Agreement and Release are made by her in her own capacity and on behalf of all persons and entities claiming by, through or under her or through which she makes her claims including, but not limited to, her heirs, assigns, representatives, executors and spouse.
- (b) Released Parties. The covenants, waivers and releases of Cecilia Carman in this Settlement Agreement and Release are made to and for the benefit of the Glenwood Resource Center, the Iowa Department of Human Services, and the State of Iowa, and each defendant's affiliates, advisors, attorneys, agents, predecessors, successors, assigns and employees. (collectively, the "Released Parties").
- (c) Claims Released. The claims released through this Settlement Agreement and Release shall include and extend to any and all

claims, demands, causes of action, and/or liabilities of or against the Released Parties, whether or not they are now known, that Cecilia Carman has or may have against the Released Parties, individually and/or jointly, or that otherwise exist or may be raised as of the date of execution of this document. Without limiting the preceding sentence, the claims which Cecilia Carman waives and releases in this Settlement Agreement and Release include those claims asserted or capable of being asserted in the Lawsuit and shall extend to all claims arising out of or relating to Cecilia Carman's employment and/or work assignment with the State of Iowa and/or the Glenwood Resource Center, the cessation of any such employment and/or work assignment, the statements or actions of the Released Parties, and the failure of the State of Iowa and the Glenwood Resource Center to interview and hire Cecilia Carman; all claims under any federal, state, or local statute, ordinance, or regulation, including but not limited to, claims for any alleged unlawful discrimination, claims for any alleged unlawful employment retaliation, or any other alleged unlawful employment practices under the United States Constitution, the Fair Labor Standards Act, the Equal Pay Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1990, the Civil Rights Act of 1991, the Civil Rights Act of 1964, the Civil Rights Act of 1871(including 42 U.S.C. section 1983), the Civil Rights Act of 1866, the National Labor Relations Act, the Employment Retirement Income Security Act, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, the Iowa Constitution, the Iowa Civil Rights Act of 1965, the Iowa Tort Claims Act, Iowa Code Chapter 730, and the Iowa Wage Payment Collection Law; all claims under any principle of common law, including but not limited to, claims for breach of contract, including any claims for breach of the Settlement Agreement and Release entered into in 2008 between Cecilia Carman, the State of Iowa and other named defendants; claims for alleged unpaid salary, commissions, overtime, and bonuses; harassment; retaliation or reprisal; assault or battery, defamation; slander; intentional or negligent infliction of emotional distress; invasion of privacy; false imprisonment; malicious prosecution; abuse of process; fraud; intentional or negligent misrepresentation; interference with contractual or business relationships; wrongful termination; violation of public policy; Cecilia Carman's conduct, if any, as a "whistle blower"; negligence; breach of contract; breach of

fiduciary duty; breach of the covenant of good faith and fair dealing; promissory or equitable estoppel; and any other wrongful employment practices; all claims for any type of relief from the Released Parties, including but not limited to, claims for back pay, front pay, lost benefits, reinstatement, liquidated damages, multiple damages, punitive damages, and damages for any alleged breach of contract, any tort claim, or any alleged personal injury or emotional injury or damage, whether or not compensable under any workers' compensation statutes; and all claims for attorneys' fees, costs, and disbursements. Such released claims collectively are referred to as the "Claims."

- (d) Waiver, Release and Covenant Not to Sue. Cecilia Carman waives and releases all Released Parties from the Claims and agrees to hold them harmless from any cost, liability or expense, including attorneys' fees and expenses, arising from or related to any action hereafter which asserts any of the Claims. Cecilia Carman further covenants that she in her own capacity or through her shall not sue or make demand upon or seek damages from any of the Released Parties for any of the Claims.

3. Payments. a) Upon satisfaction by Cecilia Carman of all conditions precedent, including but not limited to dismissal of her Claims, the State of Iowa, on behalf of all released parties, will pay Cecilia Carman the gross amount of \$33,333.00 less applicable state and federal withholdings by separate check made payable to Cecilia Carman as compensation for her wage related claims. An additional payment of \$33,333.00, by check made payable to her attorney as reimbursement for her attorney fees and expenses incurred which were related to her claims asserted in the lawsuit. The State of Iowa, on behalf of all released parties, further will pay Cecilia Carman the sum of \$33,334.00, by separate check made payable to Cecilia Carman for alleged emotional distress and mental anguish relating to Cecilia Carman's claims. Because this payment is not for salary continuation, severance pay, back pay, front pay, or any other form of wage payment, the State of Iowa will not withhold any taxes or other withholding from this sum and State of Iowa will provide Cecilia Carman with a form 1099 for this amount. These checks, in the aggregate gross amount of \$100,000.00 shall be delivered to attorney Roxanne Barton Conlin, and shall be held in trust until Cecilia Carman has filed a dismissal of the Lawsuit with prejudice and has performed all conditions precedent hereunder. Cecilia Carman shall be solely responsible for any and all taxes that thereafter may be due on these payments and shall hold the State of Iowa and the Released Parties harmless and indemnify them from any liability thereon except for liability for the employer's share, but not penalties or interest, of FICA and FUTA. Cecilia Carman

acknowledges that these payments are in compromise of a dispute and that such payments are not to be construed as an admission of liability or wrongdoing on the part of the State of Iowa or any of the Released Parties, and that the State of Iowa and all released parties expressly deny any such liability or wrongdoing. b) The State of Iowa will pay the settlement from the unappropriated general fund. c) The parties settled this matter on Friday, April 18, 2014, which was less than two working days prior to the jury trial, scheduled to commence on Tuesday, April 22, 2014. Cecilia Carman agrees to be responsible for any assessment from the District Court for the late-settlement fee, required by Iowa Rule of Civil Procedure 1.909.

4. Representation of Cecilia Carman. Cecilia Carman hereby represents and warrants that she (a) has authority to enter into this Settlement Agreement; (b) holds the Claims free and clear of any liens and has not pledged or assigned those claims to any third party other than her counsel of record; (c) has not commenced or been subject to any bankruptcy or insolvency proceeding that affects or could affect her rights to accept payment and release claims under this Settlement Agreement; (d) has not received any promise of further consideration; (e) does not know of any other person who holds any rights to sue for the causes of action either asserted in the Lawsuit or the Claims subject to the releases made hereunder; and (f) shall be solely liable for the reporting and payment of taxes due, if any, on the settlement amounts received hereunder. Cecilia Carman further agrees to indemnify and hold harmless each of the Released Parties from and against any and all claims, actions, causes of actions, demands, rights, damages, costs, losses of services, expenses, compensation, taxes or property damages (including attorneys' fees, expenses, and costs of defense) which any person, partnership, corporation, entity, association, agency or other organization may bring against them alleging facts and circumstances that are contrary to, inconsistent with, or arising from the breach of, the representations and warranties of this paragraph 4.

5. Reasonable Time to Consider. Cecilia Carman understands and acknowledges that she has been given a reasonable period of time to consider whether she wishes to enter into this Settlement Agreement and Release and to be bound by its terms. Cecilia Carman further acknowledges that the terms of this Settlement Agreement and Release were negotiated by her, through her legal counsel, over a sufficient period of time so that she now fully understands and accepts the terms contained in this Settlement Agreement and Release and their legal effect. Cecilia Carman represents that she has been advised to consult with an attorney prior to signing this Settlement Agreement and Release and has done so. Cecilia Carman further represents that her decision to sign or not to sign this Settlement Agreement and Release is her own voluntary decision made with full knowledge of its terms.

6. Counterparts. This Settlement Agreement may be signed in counterparts.

7. Choice of Law/Consent to Jurisdiction. This Settlement Agreement shall be governed by and construed under the laws of the State of Iowa. Each party consents to the personal jurisdiction of the state courts in Iowa with respect to any action seeking to enforce the terms of this Settlement Agreement.

8. Severability. If a court of competent jurisdiction shall determine that any part of this Settlement Agreement and Release is invalid or void, the remaining parts not so declared shall be considered valid and binding on the parties.

9. Employment Reference. The Glenwood Resource Center will respond to inquiries regarding employment references within or outside of the State of Iowa by only providing information relating to the position or positions held by Ms. Carman, her job duties, her starting and ending salary, and inclusive dates of employment. Under no circumstances can she be excluded from employment with the State of Iowa as a result of failing to give 2 weeks notice. A copy of the fully executed Settlement Agreement shall be placed in Carman's personnel file and shall be sent to each Glenwood employee who was deposed.

10. Entire Agreement. This Settlement Agreement and Release constitutes the entire agreement between the parties. The terms of this Settlement Agreement and Release are contractual and not merely recital. None of the terms shall be altered or modified in whole or in part except in writing acknowledged by each party. Headings are for convenience only and do not alter the express terms of this Settlement Agreement and Release. All representations, warranties, and indemnities under this Settlement Agreement and Release shall survive the termination, expiration, and performance thereof.

11. Public Record. The parties acknowledge that this Settlement Agreement and Release is a public record, pursuant to Iowa Code Chapter 22 (2013).

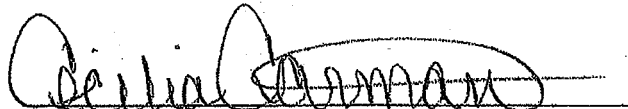
12. Required Approvals. The parties acknowledge that this Settlement Agreement and Release is subject to Executive Order Number 85 and must be approved by the Director of the Iowa Department of Management and the Director of the Iowa Department of Administrative Services. The parties further acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Settlement Agreement and Release. The Attorney General's office has reviewed and will recommend approval of this Settlement Agreement and Release.

PLEASE READ THIS DOCUMENT CAREFULLY. IT WILL RELEASE AND WAIVE LEGAL CLAIMS AND RIGHTS YOU MAY HAVE. YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS DOCUMENT.

Cecilia Carman
Agreed to on this ____ day of _____, 2014.

Charles M. Palmer, Director
Iowa Department of Human Services
For the Glenwood Resource Center
Agreed to on this ____ day of _____, 2014.

PLEASE READ THIS DOCUMENT CAREFULLY. IT WILL RELEASE AND WAIVE LEGAL CLAIMS AND RIGHTS YOU MAY HAVE. YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS DOCUMENT.



Cecilia Carman

Agreed to on this 29 day of April, 2014.

Charles M. Palmer, Director

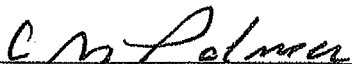
Iowa Department of Human Services

For the Glenwood Resource Center

Agreed to on this ____ day of _____, 2014.

PLEASE READ THIS DOCUMENT CAREFULLY. IT WILL RELEASE AND WAIVE LEGAL CLAIMS AND RIGHTS YOU MAY HAVE. YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS DOCUMENT.

Cecilia Carman
Agreed to on this ____ day of _____, 2014.



Charles M. Palmer, Director
Iowa Department of Human Services
For the Glenwood Resource Center
Agreed to on this 30 day of April, 2014.



Iowa Department of Administrative Services
 Service • Efficiency • Value

Governor Terry E. Branstad
 Lt. Governor Kim Reynolds
 Janet Phipps, Interim Director

Routing/Review Approval of Personnel Settlement Agreement

Please sign/date where indicated below noting the approval or denial of the attached proposed Personnel Settlement Agreement. **After signing, please return to the attention of DAS-Communications in the Hoover Building for routing/final distribution. ** If "denied," please return to DAS-Communications.

In the matter of: John Linvell, Anamosa State Penitentiary (DAS#14-0369/AFSCME#116273)

LRT Staff: Jasmina Sarajilla

Agency/Department: Department of Corrections

Director's Printed Name: John Baldwin

Director's Signature: *John R. Baldwin*

Date: 5-23-14 Approve: Deny:

Department of Administrative Services

Director's Printed Name: Janet E. Phipps

Director's Signature: *Janet E. Phipps*

Date: 5/26/2014 Approve: Deny:

Department of Management

Director's Printed Name: David Roederer

Director's Signature: *David Roederer*

Date: 5/29/14 Approve: Deny:

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

Reviewer's Signature: *Jeff Thompson*

Date: 6/02/14 Reviewed: Redacted: *No Redacted*

(ME)

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

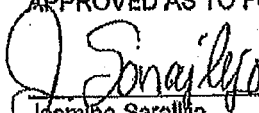
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and 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 grievances filed by John Linvell, hereinafter the Grievant, AFSCME No. 116273 / DAS No. 14-0369, that alleged a violation of Article VIII, Sections 1 and 2 (Hours of Work) of the 2013-2015 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was denied overtime on January 23, 2014. The parties have agreed to the following:

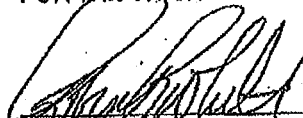
1. The Grievant will be compensated for the difference between the hourly rate earned and overtime rate for one (1) hour of time worked on January 23, 2014.
2. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
3. This Agreement is a good faith settlement of all 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.
5. This settlement agreement is subject to Open Records and is available for public inspection and copying.

FOR THE STATE
APPROVED AS TO FORM

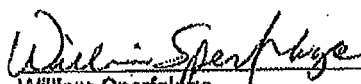


Date 5-14-14
Jasmina Sarajija
Labor Relations Specialist
Iowa Department of Administrative Services

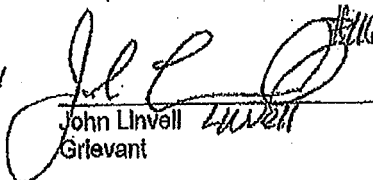
FOR THE UNION



Date 5/14/14
Robin White
Staff Representative
AFSCME Iowa Council 61



Date 5/14/14
William Sperfsage
Deputy Warden
Anamosa State Penitentiary



Date 5/14/14
John Linvell
Grievant



Iowa Department of Administrative Services
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Governor Terry E. Branstad
Lt. Governor Kim Reynolds

Mike Garrity, Director
Jnoet Phipps

Routing/Review Approval of Personnel Settlement Agreement

Please sign/date where indicated below noting the approval or denial of the attached proposed Personnel Settlement Agreement. **After signing, please return to the attention of DAS-Communications in the Hoover Building for routing/final distribution.** If "denied," please return to DAS-Communications.

In the matter of: Kevin Burden (ISP Correctional Officer) issued written reprimand

LRT Staff: Stephanie Reynolds

Agency/Department: DOC – Iowa State Penitentiary
 Director's Printed Name: John Baldwin
 Director's Signature: John Baldwin
 Date: 5 JUNE 14 Approve: Deny:

Department of Administrative Services
 Director's Printed Name: Janet E. Phipps
 Director's Signature: Janet E. Phipps
 Date: 6/6/2014 Approve: Deny:

Department of Management
 Director's Printed Name: David Roederer
 Director's Signature: David Roederer
 Date: 6/10/14 Approve: Deny:

Office of the Attorney General
 Reviewed by (Print Name): Jeff Thompson
 Reviewer's Signature: Jeff Thompson
 Date: 6/12/14 Reviewed: Redacted:

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, and Department of Corrections, Iowa State Penitentiary, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Kevin Burden, hereinafter the Grievant, AFSCME No. 122492/IDAS No. 14-0474, that alleged a violation of Article IV, Section 9 (Discipline and Discharge), of the 2013-2015 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was issued a written reprimand on April 7, 2014.

The parties have agreed to the following:

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

FOR THE STATE
APPROVED AS TO FORM

FOR THE UNION

Stephanie L. Reynolds 6/3/14
Stephanie L. Reynolds Date
Labor Relations Specialist
Iowa Department of Administrative Services

Otto Groenewald 6-7-14
Otto Groenewald Date
Staff Representative
AFSCME Iowa Council 61

Deb Nichols 6-3-14
Deb Nichols Date
Associate Warden
Iowa State Penitentiary

Kevin Burden Date
Grievant



Iowa Department of Administrative Services

Service • Efficiency • Value

Governor Terry E. Branstad

Lt. Governor Kim Reynolds

Janet Phipps, Director

Routing/Review Approval of Personnel Settlement Agreement

Please sign/date where indicated below noting the approval or denial of the attached proposed Personnel Settlement Agreement. After signing, please return to the attention of DAS-Communications in the Hoover Building for routing/final distribution. If denied, please return to DAS-Communications.

In the matter of: Josh Summers, Anamosa State Penitentiary (DAS#14-0442/AFSCME#128363)
LRT Staff: Jasmina Sarajija

Agency/Department: Department of Corrections
Director's Printed Name: John Baldwin
Director's Signature: [Signature]
Date: 19 June 14 Approve: [X] Deny: []

Department of Administrative Services
Director's Printed Name: Janet E. Phipps
Director's Signature: [Signature]
Date: 6/19/2014 Approve: [X] Deny: []

Department of Management
Director's Printed Name: David Roederer
Director's Signature: [Signature]
Date: 6/19/14 Approve: [X] Deny: []

Office of the Attorney General
Reviewed by (Print Name): [Signature]
Reviewer's Signature: [Signature]
Date: 6/30/14 Reviewed: [X] Redacted: []

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and 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 grievances filed by Josh Summers, hereinafter the Grievant, AFSCME No. 125363 /DAS No. 14-0442, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2013-2015 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant received a three-day suspension without pay on March 23, 2014. The parties have agreed to the following:

1. The three-day suspension will be reduced to a one-day suspension upon approval of this settlement agreement.
2. The Grievant will be reimbursed for two workdays of pay and accruals at the rate earned on March 23, 2014.
3. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
4. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
5. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.
6. This settlement agreement is subject to Open Records and is available for public inspection and copying.

FOR THE STATE
APPROVED AS TO FORM

J. Sarajlila May 20, 2014
Date
Jasmina Sarajlila
Labor Relations Attorney
Iowa Department of Administrative Services

William Sperslage May 20, 2014
Date
William Sperslage
Deputy Warden
Anamosa State Penitentiary

FOR THE UNION

Robin White 5/28/14
Date
Robin White
Staff Representative
AFSCME Iowa Council 61

Josh Summers 5/23/14
Date
Josh Summers
Grievant

... 9/6/13 AM JC

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 Gary Holtkamp, hereinafter Grievant, AFSCME No. 123566/DAS No. 14-0023, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2013-2015 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was given a five (5) day suspension without pay and final warning on July 10, 2013, for violating work rules.

The parties have agreed to the following:

1. The five (5) day suspension without pay shall remain in effect.
2. The final warning shall 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 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 9/6/13
 Stephanie L. Reynolds Date
 Labor Relations Specialist
 Department of Administrative Services

FOR THE UNION

Steve Siegel 8-24-13
 Steve Siegel Date
 Staff Representative
 AFSCME Iowa Council 61

Reh Mullen 9/6/13
 Reh Mullen Date
 Superintendent
 Mt. Pleasant Correctional Facility

Gary Holtkamp 9/6/13
 Gary Holtkamp Date
 Grievant

**SETTLEMENT AGREEMENT
FRANK REYNA GRIEVANCE**


The State of Iowa, Department of Administrative Services, Department of Transportation ("State"), the American Federation of State, County and Municipal Employees, Iowa Council 61 ("Union"), and Frank Reyna ("Grievant"), collectively "the Parties," enter into the following Settlement Agreement ("Agreement") in full, final and complete resolution of grievance AFSCME No. 114918, DAS 14-0025 ("Grievance"). Grievance alleged a violation of "Article IV, Section 9 and all others that apply" of the 2013-2015 Collective Bargaining Agreement between the Parties.¹

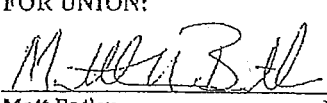
In full, final and complete resolution of Grievance, the Parties agree to the following:

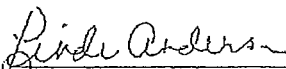
1. Prior to Monday, September 16, 2013, Union shall promptly withdraw Grievance and shall send copies of the withdrawal to both of the undersigned State representatives.
2. In exchange for the consideration listed in Paragraph 1 and after all below signatures are obtained, Grievant's ten (10) day unpaid suspension and final warning shall be reduced to a five (5) day unpaid suspension. The final warning shall be removed. Grievant shall not receive any back pay.
3. This Agreement shall serve as a good faith settlement of any and all alleged claims and damages alleged in, related to, and/or arising from Grievance.
4. Union and Grievant acknowledge no promises for any other or future consideration have been made by anyone. The above consideration is all Grievant shall receive for the claims and potential causes of action alleged in, related to, and/or arising from Grievance.
5. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in Grievance. The Parties shall not rely on this Agreement or cite the same as an example, standard and/or precedent in any grievance, arbitration, litigation or any other future proceeding(s) which do not involve Grievant.

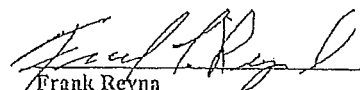
FOR STATE:

FOR UNION:

 9-18-13
Date
Laura Mohnsen
Labor Relations Specialist
Dept. of Admin Services

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

 9-18-13
Date
Linda Anderson
Employee Relations Team Leader
Department of Transportation

 9-13-13
Date
Frank Reyna
Grievant

¹ As of September 4, 2013, AFSCME has not approved the 2013-2015 CBA. Thus in making this settlement, the Parties assumed and relied on the fact the relevant CBA sections, including but not limited to Article 4, § 9 of the 2013-2015 CBA, did not change from the 2011-2013 CBA.

STATE OF IOWA
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-IOWA
DEPARTMENT OF TRANSPORTATION,

&

AFSCME IOWA COUNCIL 61
FOR TROY COOK, GRIEVANT

GRIEVANCE NUMBERS:
IDAS# 14-0027; AFSCME # 111808

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 Troy Cook (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement on this 14th day of February 2014, in full and final resolution of the grievance filed by the GRIEVANT, IDAS No. 14-0027, AFSCME No. 111808, that alleged a violation of Article VIII, Section 2.C. of the 2013-2015 Collective Bargaining Agreement ("CBA") between the PARTIES and agree to the following:

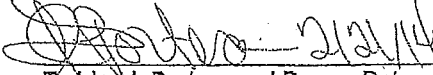
1. The GRIEVANT/Union:
 - a. Shall, in writing, immediately withdraw the above referenced grievance.
2. In consideration of the foregoing, the State of Iowa/DOT shall:
 - a. Reimburse the Grievant for 30 (thirty) hours in overtime back wages which should have been received 2011, 2012, and 2013 at an overtime hourly rate of \$41.94 (forty-one dollars and ninety four cents) in an amount totaling \$1,258.20 (one thousand two hundred fifty dollars and twenty 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.

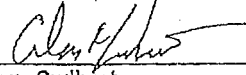
4. The PARTIES agree that this agreement is the full and final resolution of this matter.

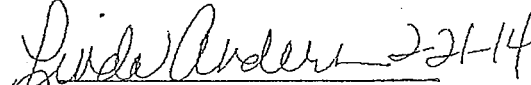
IN WITNESS WHEREOF, this settlement agreement has been duly executed by the parties hereto.

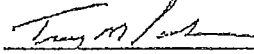
FOR THE STATE:


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

FOR THE UNION:

 2-21-14
Adam Swihart Date
Union Representative
AFSCME Iowa Council 61

 2-21-14
Linda Anderson Date
Employee Relations Lead Worker
Iowa Department of Transportation

 2-20-14
Troy Cook Date
Grievant

Porteous, Teddra [DAS]

From: Porteous, Teddra [DAS]
Sent: Wednesday, September 18, 2013 1:36 PM
To: 'Adam Swihart'
Cc: McKenna, Dana [DOT]
Subject: RE: Govi Grievance

That works for me. I'll note it in the file.

Thanks,
Teddra

TEDDRA J. PORTEOUS, JD
Labor Relations Specialist

Iowa Department of Administrative Services
Hoover State Building, 3rd Floor
1305 East Walnut Street
Des Moines, IA 50319
Tel (515) 725-6079
Fax (515) 281-0753
Teddra.Porteous@Iowa.Gov

From: Adam Swihart [<mailto:ASwihart@afscmeiowa.org>]
Sent: Wednesday, September 18, 2013 1:35 PM
To: Porteous, Teddra [DAS]
Cc: McKenna, Dana [DOT]
Subject: Govi Grievance

The parties have spoken and I think we are willing to resolve the grievance. DOT will remove Ms. Govis' Written Reprimand 6 months from the state of issuance in return the union will withdraw the grievance.

Adam Swihart
Union Representative—Central Iowa
AFSCME Iowa Council 61
515-248-1078
aswihart@afscmeiowa.org

"No man in the wrong can stand up against a fellow that's in the right and keeps on a-comin."

Captain Bill McDonald
Texas Ranger

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, and Mt. Pleasant Treatment Center (MPTC), 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 Ruth Decker, hereinafter the Grievant, AFSCME No. 101842/DAS No. 14-0128, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2013-2015 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was issued a written reprimand on ^{June} ~~July~~ 21, 2013, for violating Department of Human Services policies.

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.
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 1/8/14
Stephanie L. Reynolds Date
Labor Relations Specialist
Department of Administrative Services

Ron Mullen 1/7/14
Ron Mullen, Superintendent Date
Mt. Pleasant Correctional Facility

FOR THE UNION:

Steve Siegel 1-8-14
Steve Siegel Date
Staff Representative
AFSCME Iowa Council 61

Ruth Decker 1/8/14
Ruth Decker Date
Grievant

14-0206
TP/L6
To
Rec 10/16/13
Frx



AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL	3015
CONTRACT	Master
GRIEVANCE NUMBER	109021
CLASSIFICATION	Correctional Officer
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Jim McKinney

NAME OF EMPLOYEE (GRIEVANT)	Kurt Brown	SOC. SEC. NO. (processing delays if not filled in)	[REDACTED]
HOME ADDRESS	[REDACTED]	CITY, STATE & ZIP	[REDACTED]
WORK LOCATION	FDCF		

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

And all Articles and Sections that may Apply.

ARTICLE	IV	SECTION	9
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STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE.

Grievant was given excessive discipline on

10-16-13.

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)
[Signature]	10-16-13	[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:

[Empty space for disposition of grievance]

2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED
[Signature]	10-16-13	10/28/13

DISPOSITION OF GRIEVANCE:

Discipline will be removed after two years from date of incident and will not be used as progressive discipline thereafter, if Grievant receives no other discipline (except attendances).

3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED

DISPOSITION OF GRIEVANCE:

[Empty space for 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, 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 Doug Hayes, hereinafter the Grievant, AFSCME No. 120745/DAS No. 14-0202, that alleged a violation of Article IV, Section 2 (Discipline and Discharge), Article IX, Section 10 (Sick Leave), and Article XI, Section 1 (Work Rules) of the 2013-2016 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was issued a written reprimand on October 11, 2013, [REDACTED]

The parties have agreed to the following:

1. The written reprimand will be removed from the Grievant's personnel file on April 11, 2014, if Grievant has no [REDACTED]
2. Upon removal of the written reprimand, the Grievant shall be allowed to use eight (8) hours of sick leave for the September 25, 2013, absence and the Grievant shall receive compensation and accruals.
3. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
4. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
5. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE:

Stephanie L Reynolds 3/10/14
Stephanie L Reynolds Date
Labor Relations Specialist
Iowa Department of Administrative Services

Deb Nichols 3-6-14
Deb Nichols Date
Associate Warden
Iowa State Penitentiary

FOR THE UNION:

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

Doug Hayes 3/6/14
Doug Hayes Date
Grievant

4-0277

LMUB

To ec 12-5-13

Fax



AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL	2991
CONTRACT	Master
GRIEVANCE NUMBER	124116
CLASSIFICATION	R1W
HOME PHONE NUMBER	[REDACTED]
IMMEDIATE SUPERVISOR	Amy Ryan

NAME OF EMPLOYEE (GRIEVANT)	Caitlyn Jurisch
HOME ADDRESS	[REDACTED]
WORK LOCATION	GRC unit 470
SOC. SEC. NO. (processing delayed if not filled in)	[REDACTED]
CITY STATE & ZIP	[REDACTED]

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION: 3 All Applicable

ARTICLE: IX-IX SECTION: IX-1

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
 Grievant was given a Step 8 reduction in pay equivalent to a 5 day suspension (90% Par 5 pay periods) on 11-24-13

ADJUSTMENT REQUIRED: make whole

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
[REDACTED]	12-5-13	[REDACTED]	[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
	12-5-13	

DISPOSITION OF GRIEVANCE
Management has removed said disciplinary action from Caitlyn's file. 12/18/14.
M. H. [Signature] 1-9-2014

3rd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED	DATE ANSWERED

DISPOSITION OF GRIEVANCE

4-0288
P/DK
TB
12-15-13
AK

Iowa Council 61



AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL	2990
CONTRACT	2013-2015
GRIEVANCE NUMBER	122657
CLASSIFICATION	RTW
HOME PHONE NUMBER	()
IMMEDIATE SUPERVISOR	Lisa Smith

NAME OF EMPLOYEE (GRIEVANT)	Chris James	SOC. SEC. NO. (processing delayed if not filled in)	
HOME ADDRESS	[REDACTED]	CITY, STATE, & ZIP	[REDACTED]
WORK LOCATION	Woodward Resource Center		

STATEMENT OF GRIEVANCE *And all other Articles/sections that may apply*

CONTRACT VIOLATION	ARTICLE	SECTION
	17	9

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
 On Dec 2, 2013 the Grievant received a 1 day suspension without pay for [REDACTED]

ADJUSTMENT REQUIRED:
 To Be made whole in all matters related to this discipline.

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE	UNION STEWARD'S SIGNATURE	STEWARD'S SOC. SEC. NO. (processing delayed if not filled in)
[REDACTED]		<i>Markus Carpenter</i>	
(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
<i>[Signature]</i>	12-15-13	1/2/14

DISPOSITION OF GRIEVANCE
 Management will reduce the 1 day suspension to a written reprimand and agrees to re-instate the pay for the 1 day pay at the rate he was earning at the time of the suspension.

3rd STEP

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

DISPOSITION OF GRIEVANCE

MANAGEMENT'S COPY (Travelling Copy)



AFSCME COUNCIL 61 GRIEVANCE FORM

14-0330
NB/ER
76
1-15-14
fax

AFSCME LOCAL 2984
CONTRACT 2013-2015
GRIEVANCE NUMBER 72628
CLASSIFICATION RTW/CMA
HOME PHONE NUMBER [REDACTED]
LOCAL SUPERVISOR Kelli McCreary

NAME OF EMPLOYEE (GRIEVANT) Crystal L. Thompson	SOC. SEC. NO. (to be filled in only if not filled in)	[REDACTED]
HOME ADDRESS [REDACTED]	CITY, STATE & ZIP [REDACTED]	[REDACTED]
Tonia Veteran's Home		

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION # all others that may apply	
ARTICLE XI	SECTION 1

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
Grievant was given a one day suspension on 1-16-14.

ADJUSTMENT REQUIRED:
Grievant be made whole in all matters.

EMPLOYEE (GRIEVANT) SIGNATURE (optional) [Signature]	DATE 1-15-14	UNION STEWARD'S SIGNATURE [Signature]	STEWARDS SOC. SEC. NO. (for processing de- [REDACTED]
(STEWARD) HOME ADDRESS [REDACTED]	CITY, STATE & ZIP [REDACTED]	(STEWARD) HOME PHONE NUMBER [REDACTED]	

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

2nd STEP	MANAGEMENT REPRESENTATIVE'S SIGNATURE	DATE RECEIVED 1-15-14	DATE ANSWERED
DISPOSITION OF GRIEVANCE: Mgmt. withdraws the suspension. Grvt. will receive back pay for the suspension and suspension removed from the file. 2/4/14			
[Signatures]			

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

MANAGEMENT'S COPY (Traveling Copy)

Iowa Council 61



AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL	2984
CONTRACT	Master
GRIEVANCE NUMBER	119732
CLASSIFICATION	mg doot
HOME PHONE NUMBER	()
IMMEDIATE SUPERVISOR	Unit manager

NAME OF EMPLOYEE (GRIEVANT) Wass on the Group	SOC. SEC. NO. (processing delayed if not filled in)	CLASSIFICATION
HOME ADDRESS	CITY, STATE, & ZIP	HOME PHONE NUMBER
WORK LOCATION IVH		IMMEDIATE SUPERVISOR Unit manager

STATEMENT OF GRIEVANCE

CONTRACT VIOLATION

ARTICLE XI	SECTION 1
---------------	--------------

STATE THE ISSUE INVOLVED AND THE DATE THE INCIDENT TOOK PLACE:
 When calling in due to inclement weather, employees must call covering Unit manager & call again later to talk to immediate Unit manager

ADJUSTMENT REQUIRED:
 make one phone call to staffing & be made whole

EMPLOYEE (GRIEVANT) SIGNATURE (optional)	DATE 12-30-13	UNION STEWARD'S SIGNATURE Thyme Thatcher	STEWARDS SOC. SEC. NO. (processing delayed if not filled in)
(STEWARD) HOME ADDRESS	CITY, STATE, & ZIP	(STEWARD) HOME PHONE NUMBER	

1st STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE Nancy Marjoral	DATE RECEIVED 12/20/13	DATE ANSWERED
DISPOSITION OF GRIEVANCE No contract violation		

2nd STEP

MANAGEMENT REPRESENTATIVE'S SIGNATURE TB/FAC	DATE RECEIVED 1-24-14	DATE ANSWERED
DISPOSITION OF GRIEVANCE Settled prior to 2nd Step - 2/4/14		

3rd STEP

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

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61
SETTLEMENT AGREEMENT

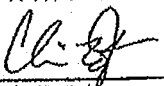
The State of Iowa, Department of Administrative Services, Human Resource Enterprise, and Department of Human Services, Cherokee Mental Health Institute (collectively "State"), and the American Federation of State, County, and Municipal Employees Iowa Council 61 ("Union"), enter into the following Agreement in full and final resolution of the grievance filed by KATHY SLATTERY ("Grievant"), AFSCME No. 110636 and DAS No. 12-0089, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arises out of the termination of Grievant's employment by the State on or about February 28, 2013.

The parties agree to the following terms of settlement:

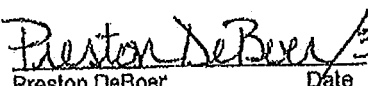
1. The Grievant will be allowed to resign in lieu of termination with no future employment with the State of Iowa. Upon execution of this Settlement Agreement, the termination letter will be removed from the Grievant's personnel file and replaced with this Agreement which will constitute a letter of resignation effective February 28, 2013.
2. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
3. This agreement is executed by the parties as a good faith settlement of all issues arising from the facts alleged in grievance referenced herein. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
4. This settlement shall not prejudice any future grievances not specifically identified in this agreement. The terms of this settlement agreement pertain only to the facts involved in the grievances specifically identified herein. The parties agree that this settlement shall not be used or cited for precedential value or support in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE


Chris Toffenberg
Interim Superintendent
Department of Administrative Services

3/17/14
Date


FOR THE UNION


Preston DeBoer
Staff Representative
AFSCME Iowa Council 61

3.17.2014
Date


Jasmina Sarajija
Labor Relations
Department of Administrative Services

3-17-14
Date


Kathy Slattery
Grievant

3/17/14
Date



Routing/Review Approval of Personnel Settlement Agreement

Please sign/date where indicated below noting the approval or denial of the attached proposed Personnel Settlement Agreement. **After signing, please return to the attention of DAS-Communications in the Hoover Building for routing/final distribution. ** If "denied," please return to DAS-Communications.

In the matter of: **Nicole Casey – three day unpaid suspension**

LRT Staff: **Stephanie Reynolds**

Agency/Department: Iowa Veterans Home
Director's Printed Name: Jodi Tymeson
Director's Signature: Jodi S. Tymeson
Date: 08/28/2014 **Approve:** **Deny:**

Department of Administrative Services
Director's Printed Name: Janet E. Phipps
Director's Signature: Janet E. Phipps
Date: 08/28/2014 **Approve:** **Deny:**

Department of Management
Director's Printed Name: David Roederer
Director's Signature: David Roederer
Date: 8/28/14 **Approve:** **Deny:**

Office of the Attorney General
Reviewed by (Print Name): Jeff Thompson
Reviewer's Signature: [Signature]
Date: 8/28/14 **Reviewed:** **Redacted:**

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

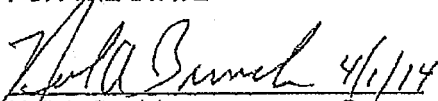
The State of Iowa, Department of Administrative Services and the Iowa Veterans Home (IVH) hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance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

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

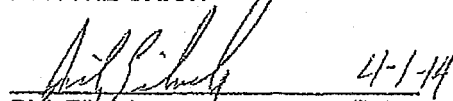
The parties have agreed to the following:

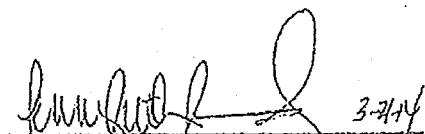
1. Should the Grievant not incur any discipline prior to June 4, 2014, the three day suspension shall be removed from Grievant's file.
2. The Grievant will receive no back-pay if the suspension is withdrawn from the file.
3. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
4. This agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
5. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter and will be kept confidential to the extent allowable by Iowa law. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

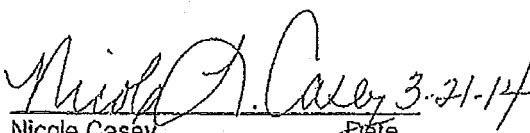
FOR THE STATE


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

FOR THE UNION


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


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


Nicole Casey 3-21-14
Grievant Date