STATE OF IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-IOWA
DEPARTMENT OF TRANSPORTATION,

R.

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 lowa/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.

State of lowa, lowa Department of Transportation & AFSCME lowa Council 61 for Tyler Chirl Grievance Nos.: IDAS 13-0294; AFSCME 112366

Grievance Settlement Agraement Page 2 of 2

- 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. Portectis D. Labor Relations Specialist Iowa Department of Administrative

Services

FOR THE UNION:

Union Representative

AFSCME Iowa Council 61

Linda Anderson

Date

Employee Relations Lead Worker Iowa Department of Transportation Tyler Chiri

Date

Date

STATE OF IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-IOWA
DEPARTMENT OF TRANSPORTATION,

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

AFSCME IOWA COUNCIL 61 FOR TROY COOK, 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 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.
- 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.

State of lowe, lowe Department of Trensportation & AFSCME lowe Council 61 for Troy Cook Grievence Nos., IDAS 14-0027, AFSCME No. 111808

Grievence Selllement Agreement Page 2 of 2

Date

- 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. Dai Laboj Relations Specialist Iowa Department of Administrative

Services

FOR THE UNION:

Adam Swihárt

Union Representative AFSCME lowa Council 61

Date

Troy Cook Grievant

Linda Anderson

Employee Relations Lead Worker

Date

Iowa Department of Transportation

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 lowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the following grievances: Kathy Hershberger (AFSCME No. 120727/DAS No. 13-0572/ PERB No. 14-GA-043); Stacey Link (AFSCME No. 122673/DAS No. 13-0478/PERB No. 14-GA-045); Dawn Hecox (AFSCME No. 120738/DAS No. 13-0571/PERB No. 14-GA-044); and Dawn Hegox (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.

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:

Labor Relations Specialist

Iowa Department of Administrative Services

Rutchard

Ollo Groenewald

Staff Representative

AFSCME lowa Council 61

Susie Pritchard

03/14/14

Date

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:

- 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;
- 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.
 - 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.

State of lowa lowa Department of Corrections/Fort Dodge Correctional Facility & AFSCME lowa Council 61 for Joseph Andrews PPC No. 8696 Grievance Nos.: IDAS 14-0043/AFSCME 119929

IDAS 14-0050/AFSCME 119926

Selllement Agreement Page 2 of 2

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:

Labor Relations Specialist

Iowa Department of Administrative

Services

FOR THE UNION:

Rick Eilander

Union Representative AFSCME Iowa Council 61

James McKinney

₩arden

Fort Dodge Correctional Facility

Joseph Andrews



AFSCME COUNCIL 61 GRIEVANCE FORM

AFSCME LOCAL 1991
CONTRACT
GRIEVANCE NUMBER 120136

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STATE OF IOWA AND AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, and Department of Corrections, Anamosa State Penilentiary, hereinafter the State, and the American Federallon 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
 - 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.
 - 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

Deputy Warden

Stephanie II. Reynolds

Labor Relations Specialist

Anamosa State Penitentiary

Department of Administrative Services

FOR THE UNIO

Robin White

Staff-Representative AFSCME lowa Council 61

Christine Edwards

STATE OF IOWA AND AFSOME 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. Anamosa

FOR THE STATE

ONCHUS A 1/3/14

Jasmina Sarajija Date

Labor Relations Specialist

Department of Administrative Services

William Sperislage Date
Deputy Warden
Anamosa State Penitentiary

Robin White Staff Representative AFSCME Iowa Council 61

FOR THE UNION

Chris Cullen Date

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STATE OF IOWA AND AFSCME IOWA COUNCIL 81

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, and Department of Corrections, Anamosa State Penlientlary, 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. 121835/DAS No. 14-0146, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2013-2015 Collective Bargaining Adreement between the parties.

This selliament arose out of a situation in which the Grievant was issued a 10 day unpaid suspensión on Seplember 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,
- In consideration of the foregoing, the Union will withdraw the above referenced grievance,
- This agreement is a good faith settlement of all issues arising from the facts alleged in the grievarics. 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 cita the same as precadent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

Stephanie L. Reynolde Labor Rolatione Specialist Dale

Department of Administrative Services

FOR THE JUNION

Robin White

Date

Staff Representative

AFSCME lowa Council 61

William Sperfellage

Deputy Warden

Anamosa State Pentlentlary

Rick Dietiker

STATE OF IOWA AND. AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The Stale 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 lows Council 61, hereinsfler 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

3. This agreement is a good faith settlement of all lesues 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

Stephanje L. Reynolds Date

Labor Relations Specialist

Department of Administrative Services

Hobin Waffe

Staff Representative

AFSCME Iowa Council 81

William Sperieläge

Deputy Warden

Anamosa Statė Penitentiary

Maré Burgé

Gridvant

Date

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SYATE OF IOWA AND AFSOME 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. 14-0150, that alleged a violation of Article IV, Section 9 (Disolpline 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:

- 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 accruels at the rate he was earning on September 15, 2013.
- 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. Raynolds Date

Labor Relations Specialist

Department of Administrative Services

Robin White Staff Representative

FOR THE UNIO

AFSCME lowe Council 61

William Sperislage

Da

Deputy Warden

Anamosa State Penitentiary

Nathan Schmitt

STATE OF IOWA AND AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Idwa, 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 Grevant, AFSCME No. 121838/DAS No. 14-0156, that alleged a violation of Article IV. Section 9 (Discipling and Discharge) of the 2013-2015 Collective Bargaining Agreement between the parties.

This selllement 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.
- In consideration of the foregoing, the Union will withdraw the above referenced grievance,
- This agreement is a good fallh 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.
- 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 oite the same as precedent in eny grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

Stephanie L. Reynolds Labor Relations Specialist

Department of Administrative Services

William Sperfelage Deputy Warden

Anamosa State Penitentiary

FOR THE UNIO

ROBIN White

Staff Representative

AFSCMÉ lowa Council 61

Date

e Véach

STATE OF IOWA AND AFSCME IOWÁ 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 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 2013-2015 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
- 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 ariyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's daims in this grievance.
- 4. The terms of this settlement agreement are considered by the parties to pertain only to the specific feets involved in this matter. Meither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation of other proceedings in the future.

FOR THE STATE

Stephanie L. Reynolds

Labor Ralations Specialist

Department of Administrative Services

FOR THE UNIO

Robin White

Staff Representative

AFSCME Iowa Council 81 .

William Sperislage

Deputy Warden

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Anamosa State Penitentlary

Perry White

Grievant

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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 2013-2016 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 suppension without pay will be reduced to a five day suppension 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 elleged 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. Raynolds

Labor Relations Specialist

Department of Administrative Services

William Sperislage

Deputy Warden

Anamosa State Penitentiary

FOR THE UNION

Augin White

Staff Representative

AFSCME lowa Council 61

Cflevant

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.
 - 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 lowa/DHS shall:
 - a. Convert the discharge to a leave of absence without pay from December 16, 2013 through March 31, 2014;
 - 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;
 - 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.

State of lowa, lowe Department of Human Services& AFSCME Iowa Council 61 for Marcy O'Connor Grievance Nos.: IDAS 14-0294, AFSCME No. 85640

Grievança Settlement Agreement

- c. The terms of this Agreement shall be considered to solely penain 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.
- 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:

eddra J. Porteous

Labor Relations Specialist

lowa Department of Administrative

Services

2/19/14

Christopher Silberhorn

Date

Iowa Department of Human Services

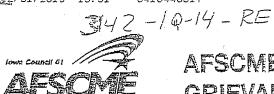
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FOR THE UNION:

Matthew Butler

Union Representative

AFSCME Iowa Council 61



AFSCME COUNCIL 61 GRIEVANCE FORM

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SETTLEMENT AGREEMENT JOYCE FIGGINS GRIEVANCES

The State of lown, Department of Administrative Services, Clenwood Resource Center ("State"), along with the American Federation of State, County and Municipal Employees, lowa Council 61 ("Union"), and Joyce Figgins ("Grievant"), collectively "the Parties," enter into the following Scittement 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 "Gricyances."

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.

- 1. 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 Partles shall not tely on this Agreement or cite the same as on example, standard and/or precedent in any grievance, arbitration, litigation or any other future proceeding(s) which do not involve Grievant.

Laura Mommsen

Labor Relations Specialist,

Dept. of Admin Services

Gary Augus

Interim Superintendent

Glenwood Resource Center

Date

Matt Butler

Union Representative,

AFSCME lowa Council 61

Joyes/Figgilia

Page 1 of 1

SETTLEMENT AGREEMENT FRANK REYNA GRIEVANCE

The State of lowa, 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.

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 I and after all below signatures are obtained, Grievant's ten (10) 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.

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Dept. of Admin Services		AFSCME Iowa Council 61	
Linda Anderson Employee Relations Team Lead	9-18-13 Date	Frank Reyna Grievant	2-13-13 Daje
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Department of Transportation			

As of September 4, 2013, AFSCME has not approven the 2013-2015 CBA. Thus in making this settlement, the Parties assumed and relied on the loct 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.

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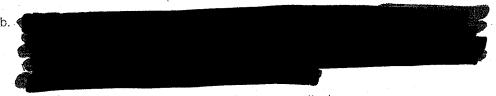
GRIEVANCE NUMBERS: IDAS 14-0045; AFSCME 124207

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:

- 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 lowa/DOC:
 - a. Shall reduce the ten (10) day suspension to a five (5) day suspension with no back pay;



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

State of lowa, lowa Department of Corrections/Fort Dodge Correctional Facility & AFSCME lowa Council 61 for Joseph Andrews Grievance Nos.: IDAS 14-0045/AFSCME 124207

Grievance Selliement Agreement Page 2 cf 2

- 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

Labor Relations Specialist

Iowa Department of Administrative

Services

FOR THE UNION:

Rick Eflander

Union Representative

AFSCME Iowa Council 61

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James McKinney

Fort Dodge Correctional Facility

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AFSCME COUNCIL 61 GRIEVANCE FORM

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AFSCME COUNCIL 61 GRIEVANCE FORM

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STATE OF IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-IOWA WORKFORCE DEVELOPMENT,

AFSCME IOWA COUNCIL 61 FOR INGER HALL, GRIEVANT

> GRIEVANCE NUMBERS: IDAS 14-0301; AFSCME 121663

GRIEVANCE SETTLEMENT AGREEMENT

The State of lowa, Department of Administrative Services (hereinalter *IDAS*) and the lowa Worldforce Development (hereinafter the "STATE") and AFSGME lowa Council 61 for Inger Hall (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES"; enter into the following sattlement agreement on this 13th day of February 2014, |in full and final resolution of the grievance filled by the GRIEVANT, IDAS No. 14-0301, AFSGME No. 121533, that ellegted a violation of Arlida IV, Section 9 of the 2013-2015 Collective Bargaining Agreement ("CBA") between the PARTIES and agree to the following:

The GRIEVANT/Union:

- Shall, in writing, immediately withdraw the above referenced grievance;
- The second second
- 2. In consideration of the Toregoing, the State of lowa/IWD shell:
- Remove the written reprimend from the Griovalit's personnel file on April 11.
 2014.
- Adjust the GRIEVANT'S personnel file accordingly based upon Paragraph 2.a. of this agreement.
- The PARTIES agree to the following provisions:
- 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 gridvance. The PARTIES shall not raly on this Agreement or citel the same as precedent in any grievance, arbitration, litigation or any other future procoodings.
- 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 other PARTY.

Stata at force, love, Wathfarce Dovalopment & AFSCME love Council 61 for Inger Hall invance No.: IDAS 14-0301; AFSCME 121553

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4. The PARTIES agree that this agreement is the full and that resolution of this matter. This Agreement shall serve as a good faith settlement of any and all alleged issues and damages arising from and related by the grievance.

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

FOR THE STATE:

Noddra J. Portcous, J.D.

abor Relations Specialist

ewe Department of Administrative

FOR THE UNION:

Greg Lewis

Date

Shiployee Relations Manager towa Workforce Development

Governor Terry E. Branstad LI. Governor Kim Reynolds

Janet Phipps, Interim Director

Routing/Review Approval of Personnel Settlement Agreement

Please sign/dete where indicated below noting the approval or deniel of the attached proposed Personnel Selliement 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: lowa Vocational Rehabilitation Services
Director's Printed Name: David Mitchell
Director's Signature: Day 1 S Multiple
Date: 4/23/14 Approve: Deny:
Department of Administrative Services
Director's Printed Name: <u>Janet E, Phipps</u>
Director's Signature:
Date: 4/25/2014 Approve: Deny:
Department of Management
Director's Printed Name: <u>Dayid Roederer</u>
Director's Signature:
Date: Y/25/14 Approve: Deny:
Office of the Attorney General
Reviewed by (Print Name): Teff 1911 1500 Reviewer's Signature: Date: 4/30/14 Reviewed: Reviewed: Redacted: 100 Performs 1500
Date: 4/30/14 Reviewed: Redacted: \(\int \) Reviewed:

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. 124980/DAS No. 14-0350, 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 October 9, 2013.

The parties have agreed to the following:

- 1. The written reprimend 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 greevance.
- 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, illigation or other proceedings in the future.
- This settlement agreement is subject to Open Records and is available for public inspection and copyling.

APPROVED AS TO FORM

SPUTULUS H-32-14
Stephanie II. Reynolds Date Greg
Labor Relations Specialist Steph

Department of Administrative Services

FOR THE STATE

David J. Muthell 4/23/19
David Miltchell Date

Administrator lowa Vocational Rehabilitation Services

FOR THE UNION

Greg Lewis Staff Representative

AFSCME Iowa Council 61

Cyndee Hilderbrand

Grievant

Date

Service · Efficiency · Value

Governor Terry E. Branstad Ll. 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.** fraction-routing/final-distribution.** fraction-routing/final-distribution.** fraction-routing-final-distribution.** fraction-routing-final-distribution.** fraction-routing-final-distribution.** fraction-routing-final-distribution.** fraction-routing-final-distribution.** fraction-routing-final-distribution.** fraction-routing-final-distribution.** fraction-routing-final-distribution.** <a href="fraction-routing-final-distribution-routing-fina

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. Galdhorn
Date: 23 April 14 Approve: X Deny:
Department of Administrative Services Director's Printed Name: Janet E. Phipps
Director's Signature:
Department of Management
Director's Printed Name: David Roederer Director's Signature:
Date: 4/25/14 Approve: Deny:
Office of the Attorney General
Reviewed by (Print Name): Jeff Thom 95
Date: 470/14 Reviewed: 1 Redacted: 1

STATE OF IOWA AND (AFSCME Council 61/Local 2988)

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 2986, 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 IDAS 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 A five day suspension was imposed. The parties have agreed to the following:

- 2. The suspension will be removed from Grievant's file and he shall receive live 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, illigation or other proceedings in the future.
- This settlement agreement is subject to Open Records and is available for public inspection and copying.

FOR THE STATE:

APPROVED AS TO FORM

While Barrick Date Earlene Anderson Date
Labor Relations Specialist lowe Department of Administrative Services

Daniel Craig-Warden Date lowa Medical Classification Center

Todd Cross Grievant Date



Department of Justice

THOMAS J. MILLER ATTORNEY GENERAL JEFFREY THOMPSON DEPUTY ATTORNEY GENERAL

ADDRESS REPLY TO:
ATTORNEY GENERAL, HOOVER BUILDING 2⁵⁰ Floor
DES MOINES, IOWA 50313-0109
YELEPHONE: (515) 281-3164
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: Cm Palma			
Date: 4/20/14 Approve: Deny:			
Department of Administrative Services			
Director's Printed Name: Janet E. Phipps			
Director's Signature:			
Date: 4/30/2014 Approve: Deny:			
Department of Management			
Director's Printed Name: <u>David Roederer</u>			
Director's Signature:			
Date: 42/14 Approve: Deny:			
Office of the Attorney General			
Reviewed by (Print Name):			
Date: 5/8/14 Approve: Deny:			



Department of Justice

THOMAS J. MILLER

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, 10WA 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
- 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. <u>Dismissal with Prejudice</u>. 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. <u>Cecilia Carman Releases</u>.

- (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) <u>Claims Released</u>. 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.
- a) Upon satisfaction by Cecilia Carman of all conditions Payments. 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.

- 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. <u>Counterparts</u>. This Settlement Agreement may be signed in counterparts.

- 7. <u>Choice of Law/Consent to Jurisdiction</u>. 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. <u>Severability</u>. 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. <u>Employment Reference</u>. 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. <u>Entire Agreement</u>. 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. <u>Public Record</u>. 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.
		N.
Charles M. Palmer, I	Director	**************************************
Iowa Department of	Human Servic	es
For the Glenwood Re		
Agreed to on this	day of	2014

A ALEXANDER EXERCES.	IND DOCUMENT CAREFOLDS. II WILL KEDEMBE
	CLAIMS AND RIGHTS YOU MAY HAVE. YOU ARE LT 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.
Cm Pola	
Charles M. Palmer, Directo	DI.
Iowa Department of Human For the Glenwood Resource	



Iowa Department of Administrative Services

Service • Elliclancy • Value

Governor Terry E. Branstad Lt. Governor Kim Reynolds Janet Philops, 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 Selliement 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 Sarailija			
Agency/Department: Department of Corrections			
Director's Printed Name: John Baldwin			
Director's Signature: Loun R. Maldusm			
Date: 5-23-14 Approve: Deny:			
Department of Administrative Services			
Director's Printed Name; Janet E. Phipps			
Director's Signature: ALLEPhypu			
Date: 5726/2014 Approve: 1 Deny:			
Department of Management			
Director's Printed Name:David Roederer			
Director's Signature:			
Date: 5/39/14 Approve:			
Office of the Attorney General			
Reviewed by (Print Name): Jess Thumpsun			
Reviewer's Signature:			
Reviewer's Signature: Date: 6/62/14 Reviewed: Redacted: Mo			

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 2013-2016 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:

 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		FOR THE UNION	1	
ARPROVED AS TO FORM		_ / _ /./	101	
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Donaille	5-14-14	[Aladhil]	West	5/14 / 14
Jasmina Sarajija	Date	Rebin White	Vaccasa I	Date
Labor Relations Specialist		Staff Representa	live	
Iowa Department of Administra	ative Services	AFSCME lowa C	ouncil 61	
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Willing Spentby	e 5/14/14	Jol 7		5/14/14
William Sperfslage	Date	John Linvell 4	Well	Date
Deputy Warden		Grievant		
Anamosa State Penitentiary		/		



lowa Department of Administrative Services

Service · Efficiency · Value

Governor Yerry E. Branstad Ll. Governor Kim Reynolds

Those 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: Stephanle Reynolds			
Agency/Department: DOC – Iowa State Penitentiary			
Director's Printed Name: John Baldwin			
Date: 5 June 14 Approve: Deny:			
Department of Administrative Services			
Director's Printed Name: Janet E. Phipps Director's Signature:			
Date: 6/6/2014 Approve: Deny:			
Department of Wanagement			
Director's Printed Name: David Roederer Director's Signature:			
Date: 6/10/19 Approve: Deny: .			
Office of the Attorney General			
Reviewed by (Print Name): Jeff Thombis on Reviewer's Signature:			
Date:			

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 reprimend on April 7, 2014,

The parties have agreed to the following:

- 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.
- 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	
SPHULLS 10/3/14 Stephanie II. Raynolds Date Labor Relations Specialist Iowa Department of Administrative Services	Otto Groenewald Date Staff Representative AFSCME Iowa Council 61	/
Deb Nichols Date Associate Warden lowa State Penitentiary	Kevin Burden Date Grievant	•



towa Department of Administrative Services

Service · Elliciency · Value

Jonet 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/linal distribution. **If "donied," please return to DAS-Communications.

In the matter of: Josh Summers, Anamosa State Penitentlary (DAS#14-0442/AFSCME#128363)			
LRT Staff: Jasmina Sarajiija			
Agency/Department: Department of Corrections			
Director's Printed Name: John Baldwin			
Director's Signature: ACM Bulshin			
Date: 19 June 19 Approve: X Deny:			
Department of Administrative Services			
Director's Printed Name: Janet E. Phipps			
Director's Signature:			
Date: 4/19/2014 Approve: Deny:			
Department of Management			
Director's Printed Name: David Roederer			
Director's Signature:			
Date: 4/19/14 Approve: Deny:			
Office of the Attorney General			
Reviewed by (Print Name): 3 86 1 news 5m			
Reviewer's Signature:			
Date: 6/30/17 / Reviewed: Redacted:			

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, Seolion 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 selllement agreement,
- The Grievant will be reimbursed for two workdays of pay and accruals at the rate earned on March 23, 2014.
- In consideration of the foregoing, the Union will withdraw the above referenced grievance.
- 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 aution addressed and arising from the Grievani'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 olle the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.
- This settlement agreement is subject to Open Records and is available for public inspection and copying.

FOR THE STATE APPROVED AS TO FORM Singly May 20, 2014	FOR THE UNION
Jasmina Sarajilja Date Labor Relulions Attorney Iowa Department of Administrative Services	Regin White Date Chaff Representative AFSCME lowa Council 61
Willing Sprage May 20, 2014	11 1 5/23/14

Josh Summers

3rlévant

Date

William Sperfslage Deputy Warden Anamosa State Penitentiary

...1el 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 facis 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

Labor Relations Specialist

Department of Administrative Services

FOR THE UNION

Steve Siegel

Staff Representative

AFSCME Iowa Council 61

Reh Mullen

Superintendent

Mt. Pleasant Correctional Facility

Gary Holtkam

Grievant

SETTLEMENT AGREEMENT FRANK REYNA GRIEVANCE

The State of lowa, 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.

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

- 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 I 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:	1.1
 Jan Morno 9-18-12	M. HUBIL	9/9/2013
 Laura Mominson Date	Matt Batler	Date
 Labor Relations Specialist	Union Representative	
Dept. of Admin Services	AFSCME Iowa Council 61	•
Linde anders - 9-18-13	Fred Der V	19-13-13
Landa Anderson Date	Frank Reyna	Date
Employee Relations Team Leader	Grievant	
Department of Transportation		

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,

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

AFSCME IOWA COUNCIL 61 FOR TROY COOK, 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 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:

- The GRIEVANT/Union:
 - a. Shall, in writing, immediately withdraw the above referenced grievance.
- 2. In consideration of the foregoing, the State of lowa/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.

Slale of lowe, lowe Department of Transportation & AFSCME lowe Council 61 for Troy Cook Grievence Nos.; IDAS 14-0027, AFSCME No. 111808

Griavanca Selllameni Agreemeni Paga 2 ol 2

- 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 malter.

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

FOR THE STATE:

Labor Relations Specialist

lowa Department of Administrative

Services

FOR THE UNION:

Union Representative

AFSCME lowa Council 61

Troy Cook

Grievant

Date

Date

Employee Relations Lead Worker Iowa Department of Transportation

Date

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

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 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:	FOR THE UNION:
SRypholds 1/8/14	Store Siege 1-8-14
Stephanie L. Reynolds Date	Steve Siegel Date Staff Representative
Labor Relatións Specialist Department of Administrative Services	AFSCME Iowa Council 61
Annum 1/1/14	Buth Docker 1/8/14
Ron Mullen, Superintendent Date	Ruth Decker Date Grievant
Mt. Pleasant Correctional Facility	Offevant

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NAME OF EMPLOYEE (GRIEVANT)

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SETTLENENT AGREEMENT

The State of lowe, Department of Administrative Services, and Department of Corrections, lowe State Penilentlary, hereinefter the State, and the American Federation of State, County, and Municipal Employees lowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Doug Hayes, hereinefter the Grievant, AFSCIME No. 120745/IDAS No. 14-0208, that alleged a violation of Article IV, Section 9 (Discipline and Discharge), Article IX, Seotion 10 (Sick Leave), and Article XI, Seotion 1 (Work Rules) 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 reprimend on October 11, 2013,

The parties have agreed to the following:

i. The written reprimand will be removed from the Grievant's personnel file on April 11, 2014, if Grisvant has no

2. Upon removal of the written reprimend, the Grievant shall be allowed to use eight (8) hours of slok 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, illigation or other proceedings in the future.

FOR THE STATE:

Stephanié L/ Reynolds

Labor Relations Specialist

lows Department of Administrative Services

FOR THE UNION:

Olfo Groenewald

Staff Representative

AFSCME lowa Council 51

Deb Nichóls

Associate Warden

lowe State Penilentiary

Date

Doug Hayes

Grievant

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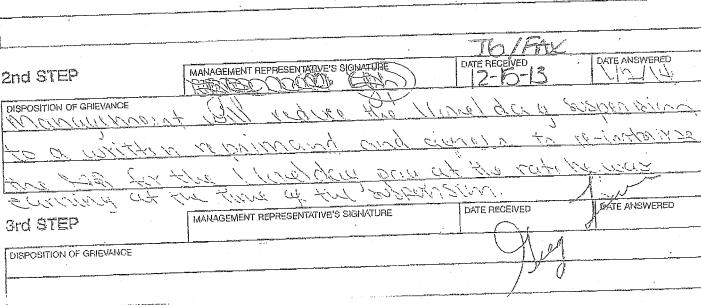
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AFSCME COUNCIL 61 GRIEVANCE FORM

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DATE ANSWERED

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. 110635 and DAS No. 13-0888, 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 Stale 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 teller will be removed from the Grievani'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.
 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 clied for precedential value or support in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE Chris Toftelferg Interim Superintendent

Department of Administrative Services

dasmina Sarajilla

Labor Relations Department of Administrative Services FOR THE UNION

Preston DeBoer Staff Representative

AFSCME Iowa Council 61

DAS

Service • Efficiency • Value

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: lowa Veterans Home
Director's Printed Name: Jodi Tymeson
Director's Signature: Jodi S. Jymeson
Director's Signature: Jodi S. Jymeson Date: OS /28 / 2014 Approve: X Deny:
Department of Administrative Services
Director's Printed Name: <u>Janet E. Phipps</u>
Director's Signature: Jane 15 Chape
Date: 08 28 26/4 Approve: Deny: Deny:
Department of Management
Director's Printed Name: <u>Pavid Roederer</u>
Director's Signature:
Date: 8/28/14 Approve: \[\infty Deny: \[\]
Office of the Attorney General
Reviewed by (Print Name): Jeff Thompson
Reviewer's Signature:
Date: 8/78/14 Reviewed: V 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/PERB No. 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 the Grievant on December 4, 2012.

- 1. Should the Grievant not incur any discipline prior to June 4, 2014, the three day suspension shall be removed from her personnel file.
- 2. The Grievant will receive no back pay if the suspension is withdrawn from her personnel file.
- 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	1 , 0	
SPecholat 8/28/14	And Show	8-28-14
Stephanie I, Reynolds Date	Rick Ellander	Date
Labor Relations Specialist	Staff Representative	
Iowa Department of Administrative Services	AFSCME Iowa Council 61	
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Penny Cytler-Bermudez Date	Nicole Casey	Date
Iowa Veterans Home	Grievant	
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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 lowa 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 lowa 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

3-2/14

Neil A. Barrick Labor Relations Specialist

DAS

Penny Culler-Bermudez

Iowa Veterans Home

FOR THE UNION

Rick Ellander

Staff Representative

AFSCME lowa Council 61

Nicole Casév

Grievant