

Iowa Department of Administrative Services
Service • Efficiency • Value

Governor Terry E. Branstad
Lt. Governor Kim Reynolds
Janet Phillips, Director

Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Kevin Smith (AFSCME) & Iowa Correctional Institution For Women; DAS No. 13-0340; AFSCME No: 116338; PERB No. 14-GA-080

LRT Staff: Jeff Edgar

Agency/Department: Corrections - ICIW

Director's Printed Name: John Baldwin

Director's Signature: [Signature]

Date: 24 June 14 Approve: Deny:

Department of Administrative Services

Director's Printed Name: Janet Phillips

Director's Signature: [Signature]

Date: 7/3/2014 Approve: Deny:

Department of Management

Director's Printed Name: David Roederer

Director's Signature: [Signature]

Date: 7/8/14 Approve: Deny:

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

Reviewer's Signature: [Signature]

Date: 7/9/14 Reviewed: Redacted:

*No redaction
JAD*

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 81
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Iowa Department of Corrections (Iowa Correctional Institution for Women), hereinafter the State, and the AFSCME Iowa Council 81, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance(s) filed by Kevin Smith, hereinafter the Grievant, AFSCME No. 116338 / DAS No. 13-0349, that alleged a violation of Article IV, Section 9 (Discipline & 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 five (5) day suspension without pay on or about February 2, 2013. The parties have agreed to the following:

1. The 5 day suspension will be reduced to a three (3) day suspension. The Grievant will not receive any back pay resulting from the reduction.
2. The original disciplinary notice will remain in Grievant's personnel file. The State agrees to incorporate into Grievant's personnel file an explanatory note authored by the Grievant regarding the events at issue.
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:

APPROVED AS TO FORM

J. Edgar 6/19/14
Julian Edgar Date
Labor Relations
Iowa Department of Administrative Services

FOR THE UNION:

Adam Swihart 6/23/14
Adam Swihart Date
AFSCME Staff Representative

B. Reicks 6/19/14
Bryan Reicks Date
DOC-ICIW

Kevin Smith 6/23/14
Kevin Smith Date
Grievant



Iowa Department of Administrative Services

Service • Efficiency • Value

Governor Terry E. Branstad

I. Governor Kim Reynolds

Janet Phipps, Director

Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Steven Warner & DOT. [Redacted]
LRT Staff: Teddra J. Porteous

Agency/Department: Iowa Department of Transportation
Director's Printed Name: Paul Trombino III
Director's Signature: [Signature]
Date: 7/8/2014 Approve: Deny:

Department of Administrative Services
Director's Printed Name: Janet E. Phipps
Director's Signature: [Signature]
Date: 7/8/2014 Approve: Deny:

Department of Management
Director's Printed Name: David Roederer
Director's Signature: [Signature]
Date: 7/9/14 Approve: Deny:

Office of the Attorney General
Reviewed by (Print Name): Jeff Thompson
Reviewer's Signature: [Signature]
Date: 7/14/14 Reviewed: Redacted:



Iowa Department of Administrative Services

Service • Efficiency • Value

Governor Terry E. Branstad
Lt. Governor Kim Reynolds

Janet Phipps, Director

Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Pamela Cook & DOT. Management did not inform the Grievant of her Weingarten rights when conducting the investigatory interview.
LRT Staff: Teddra J. Porteous

Agency/Department: Department of Transportation
Director's Printed Name: Paul Trombing III
Director's Signature: [Signature]
Date: 7/8/2014 Approve: Deny:

Department of Administrative Services
Director's Printed Name: Janet E. Phipps
Director's Signature: [Signature]
Date: 7/8/2014 Approve: Deny:

Department of Management
Director's Printed Name: David Reederer
Director's Signature: [Signature]
Date: 7/9/14 Approve: Deny:

Office of the Attorney General
Reviewed by (Print Name): JOSE MANPENA
Reviewer's Signature: [Signature]
Date: 7/14/14 Reviewed: Redacted

STATE OF IOWA
AND
AFSCME Iowa Council 61 for Pamela Cook

SETTLEMENT AGREEMENT

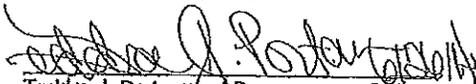
The State of Iowa, Department of Administrative Services and Department of Transportation ("DOT"), hereinafter the State, and the AFSCME Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance(s) filed by Pamela Cook, hereinafter the Grievant, AFSCME No. 123148 /DAS No. 14-0262, that alleged a violation of Article VI, 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 received a one day suspension for violating DOT rules regarding appropriate workplace conduct. The parties have agreed to the following:

1. The one day suspension will be removed from the Grievant's personnel file upon execution of this agreement.
2. The Grievant will be reimbursed eight hours of pay and accruals at the rate earned on November 7, 2013.
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:

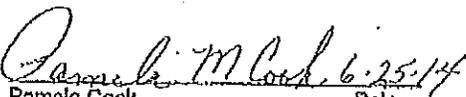
APPROVED AS TO FORM


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

FOR THE UNION:


Adam Swihart Date
Staff Representative


Linda Anderson Date
Department of Transportation


Pamela Cook Date
Grievant



Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: David Raynor, Anamosa State Penitentiary (DAS#14-0468/AFSCME#124823)
LRT Staff: Jasmlha Sarajija

Agency/Department: Department of Corrections
Director's Printed Name: John Baldwin
Director's Signature: *John Baldwin*
Date: 7/9/14 Approve: Deny:

Department of Administrative Services
Director's Printed Name: Janet E. Phipps
Director's Signature: *Janet E. Phipps*
Date: 7/9/2014 Approve: Deny:

Department of Management
Director's Printed Name: David Roederer
Director's Signature: *David Roederer*
Date: 7/9/14 Approve: Deny:

Office of the Attorney General
Reviewed by (Print Name): *Jeff Thompson*
Reviewer's Signature: *Jeff Thompson*
Date: 7/14/14 Reviewed: Redacted:

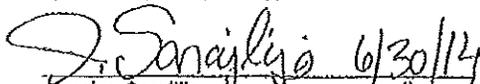
AND
AFSCME IOWA COUNCIL 61
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Anamosa State Penitentiary, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by David Reynor, hereinafter the Grievant, AFSCME No. 124823 / DAS No. 14-0468, 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 terminated on April 10, 2014. The parties have agreed to the following:

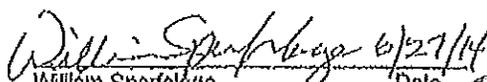
1. The Grievant will be allowed to resign from employment in lieu of discharge for cause.
2. Pursuant to Iowa Administrative Code r. 11-54.2(6)(h), the parties agree Grievant will not be eligible for future employment with the State of Iowa due to being allowed to resign in lieu of discharge for cause.
3. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
4. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
5. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.
6. This settlement agreement is subject to Open Records and is available for public inspection and copying.

FOR THE STATE
APPROVED AS TO FORM


Jasmina Sarajija Date 6/30/14
Labor Relations Attorney
Iowa Department of Administrative Services

FOR THE UNION


Robin White Date 4/27/2014
Staff Representative
AFSCME Iowa Council 61


William Sperfelago Date 6/27/14
Deputy Warden
Anamosa State Penitentiary


David Reynor Date 6-24-14
Grievant



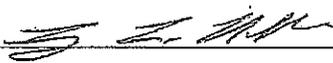
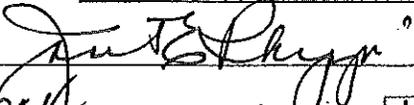
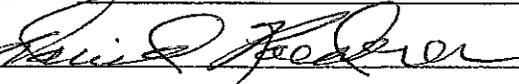
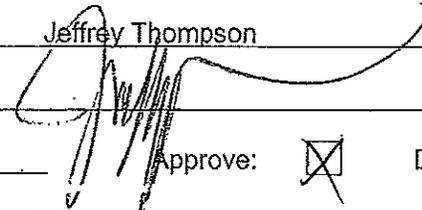
Department of Justice

THOMAS J. MILLER
ATTORNEY GENERAL
JEFFREY THOMPSON
DEPUTY ATTORNEY GENERAL

ADDRESS REPLY TO:
ATTORNEY GENERAL, HOOVER BUILDING 2nd Floor
DES MOINES, IOWA 50319-0209
TELEPHONE: (515) 281-5154
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: <u>Kevin Knebel vs. Iowa Department of Public Safety</u>	
Agency/Department:	<u>Department of Public Safety</u>
Director's Printed Name:	<u>Larry Noble</u>
Director's Signature:	
Date: <u>7/2/14</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
Department of Administrative Services	
Director's Printed Name:	<u>Janet E. Phipps</u>
Director's Signature:	
Date: <u>7/15/2014</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
Department of Management	
Director's Printed Name:	<u>David Roederer</u>
Director's Signature:	
Date: <u>7/15/14</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
Office of the Attorney General	
Reviewed by (Print Name):	<u>Jeffrey Thompson</u>
Reviewer's Signature:	
Date: <u>7/15/14</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>

STIPULATION AND AGREEMENT

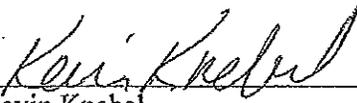
On or about 6/21/13, the Iowa Department of Public Safety (DPS), pursuant to Iowa Code section 80.15, filed, with the Employment Appeal Board, a notice of termination with respect to DPS employee Kevin Knebel. Mr. Knebel, pursuant to Iowa Code section 80.15, filed a timely appeal of that notice of termination. A contested case proceeding regarding that appeal of the termination notice was scheduled for May 22 and 23, 2014. Prior to the date scheduled for hearing the parties mutually agreed to a resolution of the matter. The Iowa Department of Public Safety and Kevin Knebel thus stipulate and agree as follows:

1. The DPS will withdraw the notice of termination previously filed with the Employment Appeal Board.
2. Kevin Knebel will submit a written letter of resignation to the DPS resigning from employment with the DPS effective June 30, 2015.
3. Kevin Knebel will perform duties as assigned by the Iowa State Patrol. It is anticipated that Mr. Knebel will be assigned to communications and/or technology duties in the Des Moines area.
4. In June of 2015, Mr. Knebel will be subject to review and a final decision made with respect to accepting the tendered letter of resignation. The decision by DPS as to accepting or not accepting the letter of resignation is at the sole discretion of the DPS. Kevin Knebel agrees that the decision with respect to the tendered letter of resignation is final and by executing this agreement agrees to waive any and all rights to appeal or otherwise challenge any decision by the DPS with respect to his employment with the DPS.

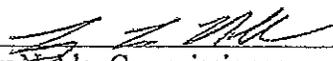
5. So long as Kevin Knebel remains employed by the DPS he acknowledges that he must follow all DPS policies and regulations, including any residency requirements.

6. The parties hereto understand that this agreement may be subject to Executive Order 85, which may require additional approvals of this agreement and may also be subject to certain publication requirements. The parties acknowledge and agree that this agreement is subject to all approvals required by Executive Order 85 and further acknowledge that this agreement may be subject to publication.

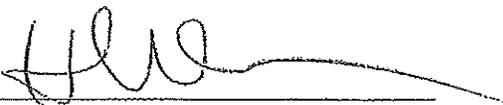
Dated this 30 day of June, 2014.



Kevin Knebel



Larry Noble, Commissioner
Iowa Department of Public Safety



Heather A. Prendergast
Roberts, Stevens, Prendergast
& Guthrie, P.L.L.C.
Attorney for Kevin Knebel



Jeffrey C. Peterzalek
Assistant Attorney General
Attorney for Iowa Department of Public
Safety



Iowa Department of Administrative Services

Service to Employees - Value

Governor Terry E. Branstad

Lt. Governor Kim Reynolds

Miké Carroll, 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 at the Hoover Building for routing/final distribution. If denied, please return to DAS Communications.

In the matter of: Phil Dickerson issued a 5 day suspension [redacted]
LRT Staff: Teddra J. Pothous, J.D.

Agency/Department: IWD - Central Office
Director's Printed Name: Theresa Wahlert
Director's Signature: [Signature]
Date: 7-14-14 Approve: [checked] Deny: []

Department of Administrative Services
Director's Printed Name: Janet E. Phipps
Director's Signature: [Signature]
Date: 7/14/2014 Approve: [checked] Deny: []

Department of Management
Director's Printed Name: David Roederer
Director's Signature: [Signature]
Date: 7/14/14 Approve: [checked] Deny: []

Office of the Attorney General
Reviewed by (Print Name): Jeff Thompson
Reviewer's Signature: [Signature]
Date: 7/16/14 Reviewed: [checked] Redacted: [checked]

Handwritten initials: JMT

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61 for PHIL DIRKSEN
SETTLEMENT AGREEMENT ADDENDUM

The State of Iowa, Department of Administrative Services (hereinafter "IDAS") and the Iowa Workforce Development (hereinafter the "STATE") and AFSCME Iowa Council 61 for Phil Dirksen (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", entered into the a settlement agreement on 13th day of February 2014, in full and final resolution of the grievance filed by the GRIEVANT, IDAS No. 14-0298, AFSCME No. 124984, that alleged a violation of Article IV, Section 9 of the 2013-2015 Collective Bargaining Agreement ("CBA") between the PARTIES.

The settlement agreement dated February 13, 2014, is hereby amended to add the following language. No other language other than what is stated below is added to the original settlement agreement of February 13, 2014. All other terms of the original settlement agreement of February 13, 2014 remain in force.

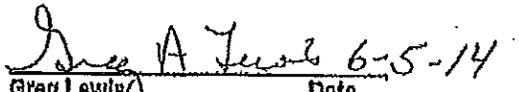
6. This settlement agreement is subject to Open Records and is available for public inspection and copying.

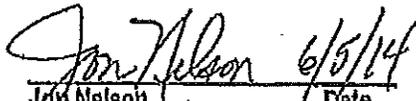
FOR THE STATE:

FOR THE UNION:

APPROVED AS TO FORM


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


Greg Lewis Date
Union Representative
AFSCME Iowa Council 61


Jon Nelson Date
Employee Relations Manager
Iowa Workforce Development


Phil Dirksen Date
Grievant

STATE OF IOWA
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-IOWA
WORKFORCE DEVELOPMENT,

&

AFSCME IOWA COUNCIL 61
FOR PHIL DIRKSEN, GRIEVANT

GRIEVANCE NUMBERS:
IDAS 14-0296; AFSCME 124964

GRIEVANCE SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services (hereinafter "IDAS") and the Iowa Workforce Development (hereinafter the "STATE") and AFSCME Iowa Council 61 for Phil Dirksen (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", enter into the following settlement agreement on this 13th day of February 2014, in full and final resolution of the grievance filed by the GRIEVANT, IDAS No. 14-0296, AFSCME No. 124964, that alleged a violation of Article IV, Section 9 of the 2013-2015 Collective Bargaining Agreement ("CBA") between the PARTIES and agree to the following:

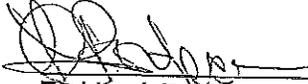
1. The GRIEVANT/Union:
 - a. Shall, in writing, immediately withdraw the above referenced grievance.
2. In consideration of the foregoing, the State of Iowa/IWD shall:
 - a. Reduce the five (5) day suspension issued on December 16, 2013, to a three (3) day suspension;
 - b. Reimburse the Grievant two (2) days of back wages (at the rate he was earning at the time of the five (5) day suspension) 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;
 - c. Adjust the GRIEVANT'S personnel file accordingly based upon paragraphs 2.a. and 2.b. of this agreement.
3. The PARTIES agree to the following provisions:
 - a. The terms of this agreement are non-precedent setting.
 - b. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in the grievance. The PARTIES shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceedings.
 - c. No promises for other or future consideration have been made by anyone. The above consideration is all that shall be received by the PARTIES.
 - d. Nothing herein shall be construed as liability against or admission of guilt on the part of either PARTY.

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.

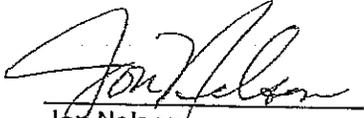
IN WITNESS WHEREOF, this settlement agreement has been duly executed by the parties hereto.

FOR THE STATE:

 6/6/14
Tertia J. Porteous, J.D. Date
Labor Relations Specialist
Iowa Department of Administrative
Services

FOR THE UNION:

 2/19/2014
Greg Lewis Date
Union Representative
AFSCME Iowa Council 61

 2/14/14
Jon Nelson Date
Employee Relations Manager
Iowa Workforce Development

 3/12/2014
Phil Dirksen Date
Grievant



Iowa Department of Administrative Services
Service • Efficiency • Value

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

Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Tom Arras and Iowa Medical Classification Center; DAS #14-0303
LR Staff: Jeff Edgar

Agency/Department: Corrections
Director's Printed Name: John Baldwin
Director's Signature: [Signature]
Date: 11 AUG. 14 Approve: Deny:

Department of Administrative Services
Director's Printed Name: Janet Phipps
Director's Signature: [Signature]
Date: 8/11/2014 Approve: Deny:

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

Office of the Attorney General
Reviewed by (Print Name): Jeff Thompson
Reviewer's Signature: [Signature]
Date: 8/15/14 Reviewed: Redacted:

STATE OF IOWA
AND
UE LOCAL 893/IOWA UNITED PROFESSIONALS

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Corrections/Iowa Medical Classification Center, hereinafter the State, and UE Local 893/Iowa United Professionals, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Tom Arras, hereinafter the Grievant, UE/UP No. 13-058 DAS No. 14-0303, that alleged a violation of Article IV, Section 11 (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 ten day suspension without pay related to an incident that occurred during a team meeting in the presence of an offender on or about November 6, 2013. The parties have agreed to the following:

1. The ten day suspension will be removed from the Grievant's personnel file upon execution of this agreement and replaced with a five day suspension without pay.
2. The Grievant will be reimbursed forty hours of pay and accruals at the rate earned on December 18, 2013.
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 else the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.
6. This settlement agreement is subject to Open Records and is available for public inspection and copying.

FOR THE STATE:

APPROVED AS TO FORM

Neil Barrick 8/12/14
Neil Barrick Date
Labor Relations Specialist
Iowa Department of Administrative Services

Daniel Oralg _____
Daniel Oralg Date
Iowa Medical Classification Center

FOR THE UNION:

Michael Kinsman 8-6-2014
Michael Kinsman Date
Staff Representative

Tom Arras 7/28/14
Tom Arras Date
Grievant



Iowa Department of Administrative Services

Service • Efficiency • Value

Governor Terry E. Branstad
Lt. Governor Kim Reynolds

Janet Phipps, Director

Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Mary Piki's arbitration award

LRT Staff: Stephanie Reynolds

Agency/Department: Human Services

Director's Printed Name: Charles Palmer

Director's Signature: *C. M. Palmer*

Date: 9-11-14 Approve: Deny:

Department of Administrative Services

Director's Printed Name: Janet E. Phipps

Director's Signature: *Janet E. Phipps*

Date: 09/11/2014 Approve: Deny:

Department of Management

Director's Printed Name: David Roederer

Director's Signature: *David Roederer*

Date: 9/11/14 Approve: Deny:

Office of the Attorney General

Reviewed by (Print Name): *[Signature]*

Reviewer's Signature: *Eric Taber*

Date: 9/11/14 Reviewed: Redacted:

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Human Services (hereinafter the "State") and AFSCME Iowa Council 61 (hereinafter the "Union") enter into the following Agreement in full and final resolution of the grievances filed by Marina Piktis (hereinafter the "Grievant"), AFSCME No. 121267/DAS No. 13-0374/PERB No. 14-GA-029, AFSCME No. 121268/DAS No. 13-0427, AFSCME No. 121280/DAS No. 13-0507, and AFSCME No. 121269/DAS No. 13-0808 that alleged violations of Article IV, Section 9 (Discipline and Discharge) and Article X, Section 3 (Leaves of Absence Without Pay) of the 2013-2016 Collective Bargaining Agreement between the parties.

This Settlement arose out of facts and circumstances which resulted in Grievant being issued: 1) a three (3) day unpaid suspension on February 22, 2013; 2) both a five (5) day unpaid suspension and final warning on March 28, 2013; 3) denial of an unpaid leave of absence on May 17, 2013 and finally; 4) termination from employment on June 12, 2013.

Pursuant to an award issued by Arbitrator Lon Moeller on June 28, 2014, which sustained the grievance pertaining to the three day unpaid suspension (AFSCME No. 121267/DAS No. 13-0374/PERB No. 14-GA-029), the parties have agreed to the following:

1. The five (5) day unpaid suspension and final warning shall be reduced to a three (3) day unpaid suspension.
2. The termination shall be reduced to a five (5) day unpaid suspension which shall be reduced to a three (3) day unpaid suspension on September 12, 2016, provided the Grievant does not receive any disciplinary actions prior to September 12, 2016. The Grievant will not receive back pay if the suspension is reduced.
3. The Grievant shall receive back pay less all applicable federal and state income taxes, social security taxes, and the employee share of IPERS contributions, minus interim earnings of \$16,007.20. The Grievant shall receive vacation and sick leave accruals for the period beginning June 13, 2013, and ending September 11, 2014.
4. The Grievant shall receive a one (1) time payment of \$5,000 for out of pocket medical expenses incurred for the period of July 1, 2013, to September 30, 2014. No additional payment shall be provided for medical expenses.
5. The Grievant shall return to work on September 12, 2014, as a Typist Advanced in the Davenport, Iowa Child Support Recovery Unit office.
6. The Grievant's State of Iowa employee benefits shall be reinstated effective October 1, 2014.
7. In consideration of the foregoing, the Union withdraws the above referenced grievances.
8. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievances. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in these grievances.
9. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.
10. 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

Stephanie L. Reynolds 9/9/14
Stephanie L. Reynolds Date
Labor Relations Specialist
Iowa Department of Administrative Services

Ty Cuikamp 9/9/14
Ty Cuikamp Date
Staff Representative

Jean Stambaugh 9/11/14
Jean Stambaugh Date
Iowa Department of Human Services

Marina Pika 9/9/14
Marina Pika Date
Grievant

A.M.P.



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: Kimberlee Clark (IMCC), DAS No. 13-0574, AFSCME No. 119085
LRT Staff: Jeff Edgar

Agency/Department: Corrections
Director's Printed Name: John Baldwin
Director's Signature: [Signature]
Date: 9 SEPT 14 Approve: Deny:

Department of Administrative Services
Director's Printed Name: Janet Phipps
Director's Signature: [Signature]
Date: 9/9/2014 Approve: Deny:

Department of Management
Director's Printed Name: David Roederer
Director's Signature: [Signature]
Date: 9/11/14 Approve: Deny:

Office of the Attorney General
Reviewed by (Print Name): Jeff Thompson
Reviewer's Signature: [Signature]
Date: 9/16/14 Reviewed: Redacted:

STATE OF IOWA
AND
(UNION NAME)
AFSCME
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Corrections/Iowa Medical Classification Center, hereinafter the State, and AFSCME Council 61/Local 2985, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Kimberlee Clark, hereinafter the Grievant, AFSCME No. 119085/DAS No. 13-0574, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2013-2015 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was issued a written reprimand on June 4, 2013.

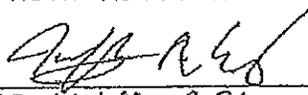
The parties have agreed to the following:

1. The written reprimand will be removed from Grievant's personnel file upon receipt of a fully executed copy of this agreement. No monies are being paid as none are due as a result of this settlement.
2. The reprimand will not be considered as a basis for future progressive discipline.
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.

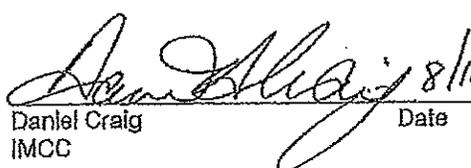
FOR THE STATE:

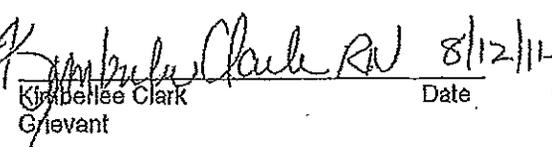
FOR THE UNION:

APPROVED AS TO FORM

 8/13/14
Neil Barrick, Jeffrey R. Edgar Date
Labor Relations Specialist
Iowa Department of Administrative Services

 8-11-14
Earlene Anderson Date
Staff Representative

 8/12/14
Daniel Craig Date
IMCC

 8/12/14
Kimberlee Clark Date
Grievant



Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Mitchell Sherman, DAS # 14-0007, AFSCME # 117100, PERB # 14-GA-147

LRT Staff: Jeff Edgar

Agency/Department: Corrections

Director's Printed Name: John Baldwin

Director's Signature: [Signature]

Date: 9 SEPT. 14 Approve: Deny:

Department of Administrative Services

Director's Printed Name: Janet Phipps

Director's Signature: [Signature]

Date: 9/9/2014 Approve: Deny:

Department of Management

Director's Printed Name: David Roederer

Director's Signature: [Signature]

Date: 9/15/14 Approve: Deny:

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

Reviewer's Signature: [Signature]

Date: 9/16/14 Reviewed: Redacted:

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Corrections, Iowa Medical Classification Center, hereinafter the State, and the AFSCME Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance(s) filed by Mitchell Sherman, hereinafter the Grievant, AFSCME No. 117100/DAS No. 14-0007/PERB No. 14-GA-147, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2013-2015 Collective Bargaining Agreement between the parties.

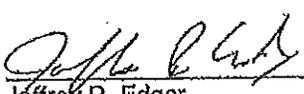
This Settlement arose out of a situation in which the Grievant was issued a written reprimand on or about July 8, 2013. The parties have agreed to the following:

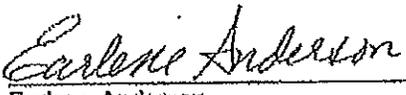
1. The subject written reprimand shall be rescinded upon execution of this Agreement and all documents referencing the subject written reprimand shall be removed from Grievant's personnel file.
2. In consideration of the foregoing, the Union withdraws the above referenced grievance.
3. This Agreement 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:

APPROVED AS TO FORM


Jeffrey R. Edgar 8/26/14
Date
Labor Relations Specialist
Iowa Department of Administrative Services


Earlene Anderson 8/13/14
Date
Staff Representative


Daniel Craig Date
Iowa Medical Classification Center


Mitchell Sherman 8/13/14
Date
Grievant



Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Kaz Long – State Public Defender Ottumwa Office

LRT Staff: Stephanie Reynolds

Agency/Department: State Public Defender

Director's Printed Name: Samuel P. Langholz

Director's Signature: Samuel P. Langholz

Date: 9/20/14 Approve: Deny:

Department of Administrative Services

Director's Printed Name: Janet E. Phipps

Director's Signature: Janet E. Phipps

Date: 9/22/2014 Approve: Deny:

Department of Management

Director's Printed Name: David Roederer

Director's Signature: David Roederer

Date: 9/23/14 Approve: Deny:

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

Reviewer's Signature: Jeff Thompson

Date: 9/24/14 Reviewed: Redacted:

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Inspections and Appeals, State Public Defender, hereinafter the State, and AFSCME Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievances filed by Kaz Long, hereinafter the Grievant, AFSCME No. 99311/DAS No. 14-0630 and AFSCME No. 121813/DAS No. 15-0078, that alleged violations of Article IV, Section 9 (Discipline and Discharge) of the 2013-2016 Collective Bargaining Agreement between the parties.

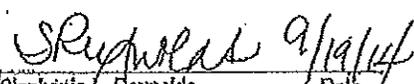
This Settlement arose out of a situation in which the Grievant was issued a one day paper suspension on May 12, 2014, and a five day paper suspension and final warning on August 13, 2014. The parties have agreed to the following:

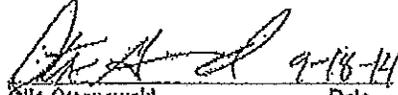
1. The Grievant will voluntarily resign employment effective October 1, 2014. This executed agreement shall constitute a resignation letter.
2. The Grievant retains the right to request an Indigent Defense Legal Services Contract with the State Public Defender.
3. In consideration of the foregoing, the Union withdraws the above referenced grievances.
4. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievances. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in these grievances.
5. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.
6. This settlement agreement is subject to Open Records and is available for public inspection and copying.

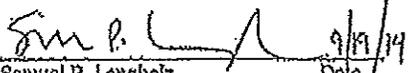
FOR THE STATE:

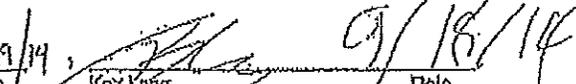
FOR THE UNION:

APPROVED AS TO FORM


 _____ Date 9/19/14
 Stephanie L. Reynolds
 Labor Relations Specialist
 Iowa Department of Administrative Services


 _____ Date 9-18-14
 Otto Groenewald
 Staff Representative


 _____ Date 9/19/14
 Samuel P. Langholz
 State Public Defender


 _____ Date 9/18/14
 Kaz Long
 Grievant



Iowa Department of Administrative Services
Service • Efficiency • Value

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

Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Barb Trade - Child Support Recovery Unit (CSRU)	
LRT Staff: Stephanie Reynolds	
Agency/Department:	DHS - CSRU
Director's Printed Name:	Charles M. Palmer
Director's Signature:	
Date:	Sept 24, 14
Approve:	<input checked="" type="checkbox"/>
Deny:	<input type="checkbox"/>
Department of Administrative Services	
Director's Printed Name:	Janet E. Phipps
Director's Signature:	
Date:	09/29/2014
Approve:	<input checked="" type="checkbox"/>
Deny:	<input type="checkbox"/>
Department of Management	
Director's Printed Name:	David Roederer
Director's Signature:	
Date:	9/29/14
Approve:	<input checked="" type="checkbox"/>
Deny:	<input type="checkbox"/>
Office of the Attorney General	
Reviewed by (Print Name):	Jeff Thompson
Reviewer's Signature:	
Date:	10/3/14
Reviewed:	<input checked="" type="checkbox"/>
Redacted:	<input type="checkbox"/>

STATE OF IOWA
AND
AFSCME Council 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Human Services/Child Support Recovery Council Bluffs office, hereinafter the State, and AFSCME Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance(s) filed by Barbara Trade, hereinafter the Grievant, AFSCME Nos. 88108 (10 day) and 91420 (Termination), DAS Nos. 14-0173 (10 Day Suspension) and 14-0419 (Termination), 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 Grievant's discharge for cause from employment with the State on or about March 7, 2014. The parties have agreed to the following:

1. This settlement agreement shall be treated as a resignation in lieu of discharge and the Grievant shall be disqualified from employment with the Department of Human Services Child Support Recovery Unit.
2. The Grievant has submitted a letter of resignation dated March 7, 2014.
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 Iowa's Open Records law and is available for public inspection and copying.

FOR THE STATE:

FOR THE UNION:

APPROVED AS TO FORM

Stephanie L. Reynolds 9/19/14
Stephanie L. Reynolds Date
Labor Relations Specialist
Iowa Department of Administrative Services

Matt Butler 9/17/2014
Matt Butler Date
Staff Representative

Barbara Trade 9/19/14
Barbara Trade Date
Department of Human Services

Barbara Trade Date
Grievant

CMP



Iowa Department of Administrative Services
Service • Efficiency • Value

Governor Terry E. Branstad
Lt. Governor Kim Reynolds
Allye Carré, Director

Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Woodward Resource Center PPC 8727 - WRC disciplined Ms. Marilyn Seeman [redacted] AFSCME Iowa Council 61 alleged that WRC interfered with Union business and violated Iowa Code chapter 20.
LRT Staff: Teddra J. Porteous

Agency/Department: Iowa Department of Human Services

Director's Printed Name: Charles Palmer

Director's Signature: [Signature]

Date: 10-14-14 Approve: Deny:

Department of Administrative Services

Director's Printed Name: Janet E. Phipps

Director's Signature: [Signature]

Date: 10-15-2014 Approve: Deny:

Department of Management

Director's Printed Name: David Roederer

Director's Signature: [Signature]

Date: 10/15/14 Approve: Deny:

Office of the Attorney General

Reviewed by (Print Name): [Signature]

Reviewer's Signature: [Signature]

Date: 10/17/14 Reviewed: Rejected:

STATE OF IOWA
AND
AFSCME Iowa Council 61
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Human Services at Woodward Resource Center ("DHS" or "WRC"), hereinafter the State, and the AFSCME Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the Prohibited Practice Complaint No. 8727 ("PPC 8727") filed the Union which alleged a violation of chapter 20 of the Iowa Code.

This Settlement arose out of a situation in which the an employee, Marilyn Seeman, who is a local AFSCME executive board member, received a one day from WRC ~~_____~~

Whereas, the one day suspension has been removed from Ms. Seeman's personnel file and Ms. Seeman received one day of back pay.

Whereas, AFSCME Local 2990 appropriately handled this issue internally; AFSCME Local 2990 made assurances to the State that steps have been taken to ensure that confidential information shared in AFSCME Local 2990 Executive Board meetings is not shared with anyone outside of those meeting.

Whereas, there has been allegations that the State intended to interfere with the administration of Union business when it questioned Ms. Seeman regarding the content of what was communicated to her in the Union meeting.

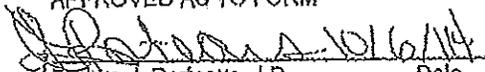
Whereas, the State affirmatively wishes to set its intentions out and state it never intended to interfere with any union business.

The parties agree to the following:

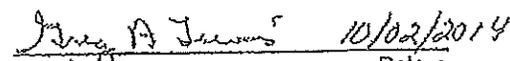
1. DHS/WRC will refrain from inquiring to employees about discussions had at union meetings.
2. DHS/WRC will immediately inform the Union of any allegations of local AFSCME executive board members sharing inappropriate or confidential information in any manner.
3. This settlement agreement is not an admission of fault but rather an attempt to resolve a dispute.
4. In consideration of the foregoing, the Union withdraws PPC 8727.
5. This Agreement is a good faith settlement of all issues arising from the facts alleged in the complaint filed for PPC 8727. 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 Complainant's claims in this PPC.
6. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.
7. This settlement agreement is subject to Open Records and is available for public inspection and copying.

FOR THE STATE:

APPROVED AS TO FORM


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

FOR THE UNION:


Greg Lewis 10/02/2014
Staff Representative Date



Iowa Department of Administrative Services
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Governor Terry E. Branstad
 Lt. Governor Kim Reynolds
 Janet Phipps, Director

Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Nickl Gray (Termination)	
LRT Staff: Stephanie Reynolds	
Department of Administrative Services	
Agency/Department: Human Services – Glenwood Resource Center	
Director's Printed Name: Charles Palmer	
Director's Signature: <u></u>	
Date: <u>10-15-14</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
Department of Administrative Services	
Director's Printed Name: Janet E. Phipps	
Director's Signature: <u></u>	
Date: <u>10-15-2014</u>	
Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>	
Department of Management	
Director's Printed Name: David Roederer	
Director's Signature: <u></u>	
Date: <u>10/16/14</u>	
Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>	
Office of the Attorney General	
Reviewed by (Print Name): <u>Jessie Thompson</u>	
Reviewer's Signature: <u></u>	
Date: <u>10/17/14</u>	
Reviewed: <input checked="" type="checkbox"/> Redacted: <input type="checkbox"/>	

STATE OF IOWA
AND
AFSOME IOWA COUNCIL 61
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Human Services (hereinafter the "State") and AFSOME Iowa Council 61 (hereinafter the "Union") enter into the following Agreement in full and final resolution of the grievance filed by Nicki Gray (hereinafter the "Grievant"), AFSOME No. 120106/DAS No. 13-0527 that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of facts and circumstances which resulted in termination of the Grievant's employment on June 3, 2013. The parties have agreed to the following:

1. The termination shall be removed from the Grievant's personnel file upon execution of this agreement and the Grievant shall return to work on November 7, 2014, as a Purchasing Assistant at the Glenwood Resource Center subject to successful completion of a background check.
2. The Grievant shall receive back pay less all applicable federal and state income taxes, social security taxes, and the employee share of IPERS contributions, minus interim earnings and unemployment insurance benefits. The Grievant shall provide documentation of interim earnings prior to receipt of back pay. The Grievant shall receive vacation and sick leave accruals for the period beginning June 4, 2013, and ending November 6, 2014.
3. The Grievant shall receive no payment for medical expenses.
4. The Grievant's State of Iowa employee benefits shall be reinstated effective November 1, 2014.
5. In consideration of the foregoing, the Union withdraws the above referenced grievance.
6. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
7. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.
8. This settlement agreement is subject to Open Records and is available for public inspection and copying.

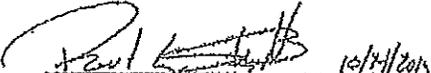
FOR THE STATE:

FOR THE UNION:

APPROVED AS TO FORM


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


Matt Butler
Staff Representative
Date: 10/14/2014


Richard L. Shults
Division Administrator
Iowa Department of Human Services
Date: 10/14/2014


Nicki Gray
Grievant
Date: 10-14-14



Iowa Department of Administrative Services

Service • Efficiency • Value

Governor Terry E. Branstad
Lt. Governor Kim Reynolds

Janet Phipps, Director

Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: <u>Norma Lisa Orth, TWD -- Region 16 (DAS#14-0589/AFSCME#99047)</u>
LRT Staff: <u>Jasmina Sarajlija</u>

Agency/Department: <u>Iowa Workforce Development</u>
Director's Printed Name: <u>Teresa Wahlert</u>
Director's Signature: <u>Teresa Wahlert</u>
Date: <u>10-15-14</u> Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>

Department of Administrative Services
Director's Printed Name: <u>Janet E. Phipps</u>
Director's Signature: <u>Janet Phipps</u>
Date: <u>10-16-2014</u> Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>

Department of Management
Director's Printed Name: <u>David Roederer</u>
Director's Signature: <u>David Roederer</u>
Date: <u>10/16/14</u> Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>

Office of the Attorney General
Reviewed by (Print Name): <u>Jeffrey Thompson</u>
Reviewer's Signature: <u>Jeffrey Thompson</u>
Date: <u>10/17/14</u> Reviewed: <input checked="" type="checkbox"/> Redacted: <input type="checkbox"/>

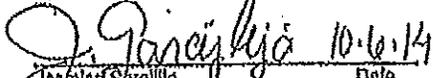
**STATE OF IOWA
AND
AFSOME IOWA COUNCIL 81
SETTLEMENT AGREEMENT**

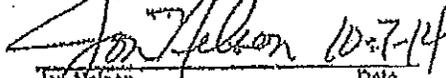
The State of Iowa, Department of Administrative Services and Iowa Workforce Development, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 81, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievances filed by Norma Lisa Orth, hereinafter the Grievant, AFSOME No. 99947 IDAB No. 14-0588, that alleged a violation of Article VI, Section 2 (General Layoff Procedures) of the 2013-2018 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was removed from the recall list. The parties have agreed to the following:

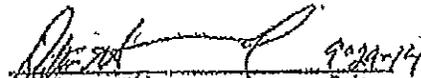
1. The Grievant is eligible for recall until May 1, 2016, and will be placed on the recall list pursuant to Article VI, Section 2.
2. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
3. This Agreement is a good faith settlement of all issues arising from the 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 onto the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.
5. This settlement agreement is subject to Open Records and is available for public inspection and copying.

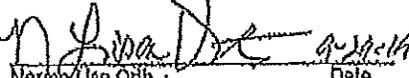
**FOR THE STATE
APPROVED AS TO FORM**


 Jasmin Sarajija 10-6-14 Date
 Labor Relations Attorney
 Iowa Department of Administrative Services


 Jon Nelson 10-7-14 Date
 Human Resources Manager
 Iowa Workforce Development

FOR THE UNION


 Otto Grosswald 9-29-14 Date
 Staff Representative
 AFSOME Iowa Council 81


 Norma Lisa Orth 9-29-14 Date
 Grievant



Iowa Department of Administrative Services

Service • Efficiency • Value

Governor Terry E. Branstad
Lt. Governor Kim Reynolds

Janet Phipps, Director

Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Statewide Group Grievances; DAS Nos. 12-0083, 12-0089; AFSCME Nos. 119097, 101692; PERB No. 12-GA-221

LRT Staff: Jeff Edgar

Agency/Department: N/A

Director's Printed Name: _____

Director's Signature: _____

Date: _____ Approve: Deny:

Department of Administrative Services

Director's Printed Name: Janet Phipps

Director's Signature: *Janet Phipps*

Date: 10/16/2014 Approve: Deny:

Department of Management

Director's Printed Name: David Roederer

Director's Signature: *David Roederer*

Date: 10/16/14 Approve: Deny:

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

Reviewer's Signature: *Jeff Thompson*

Date: 10/17/14 Reviewed: Redacted:

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

PARTIAL SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Transportation, (hereinafter the "State"), and the AFSCME Iowa Council 61, (hereinafter the "Union"), enter into this Partial Settlement Agreement to resolve certain issues contained in the following grievances [Union Nos. 119097, 101692/DAS Nos. 12-0083, 12-0089, respectively, and PERB No. 12-GA-221] filed by Statewide Groups (hereinafter the "Grievants"). The Grievants allege violation of the 2011-2013 Collective Bargaining Agreement between the parties. The following Articles have been identified by the Grievants as a basis for their grievances: Article IX, Section 13 (Travel and Lodging), Article XI, Section 1 (Work Rules) and Article XIV, Section 2 (Retention of Benefits).

For purposes of this Agreement, "eligible employees" shall be defined as any employee in a bargaining unit set forth in Appendix A of the 2011-2013 Collective Bargaining Agreement and whose employment date with the State began prior to August 15, 2011. Specifically excluded from the definition are all bargaining unit employees of the State of Iowa who are managerial, supervisory or confidential, temporary employees scheduled for less than seven hundred eight (780) hours per fiscal year and all other employees specifically excluded by the provisions of Chapter 20 of the Code of Iowa.

In partial resolution of the subject grievances, the parties have agreed to the following:

1. **Payment.** The State agrees to pay and the Union agrees to accept the computed value of the disputed taxable meal reimbursement ("VDTMR"), as calculated in paragraph 3 below, as payment in full and final resolution of the noted grievances.
2. **Process.** Agencies will notify eligible employees of their taxable meal reimbursement claim ("TMRC") amount as calculated in accordance with paragraph 3 of this Agreement. The deadline for providing said notice is set forth in Schedule A. Each eligible employee will then submit a TMRC on a State of Iowa Travel Payment form, a copy of which is attached as Exhibit A. The form shall be signed by each employee submitting a claim. Payment of the individual eligible employees' TMRC will commence in accordance with Schedule A.
3. **Calculation of TMRC.** The individual eligible employee's TMRC amount will be calculated as follows:
 - a. **TMRP.** The State will compile each eligible employee's actual aggregate taxable meal reimbursement payment ("TMRPs") made by the State for the period August 6, 2010 through August 4, 2011 utilizing reports generated by the State's payroll system.
 - b. **ATMRP.** The TMRP for each eligible employee will then be divided by twenty-six (26), the number of pay periods during the time period in question, to compute the average TMRP ("ATMRP") per payroll period.

i.e. $(\text{TMRPs} \div 26) = \text{ATMRP}$
 - c. **VDMR.** The ATMRP shall then be multiplied by the number of pay periods worked by each eligible employee in an eligible position up to a maximum of sixty-five (65) pay

periods between August 15, 2011 and February 4, 2014 to compute the value of the disputed meal reimbursement (VDMR).

i.e. $ATMRP \times (\text{pay periods in eligible position up to maximum of 65}) = VDMR$

- d. TMRC. The individual eligible employee's VDMR will then be reduced by any actual taxable meal reimbursement amount paid for meals incurred during the time period of August 15, 2011 to February 4, 2014, regardless when paid to the eligible employee, to compute the individual eligible employees TMRC.

i.e. $VDMR - \text{taxable meal reimbursement paid to employee for the time period of August 15, 2011 to February 4, 2014, regardless when paid} = TMRC$

4. Notification to Union of Individual eligible employees' TMRC. The agencies of the identified eligible employees will notify its current employees in accordance with Schedule A, attached. The Union will be given a list of identified eligible employees along with their calculated TMRC in accordance with Schedule A, attached.
6. Reimbursement to Former Employees. The hiring authorities of the eligible employees ("Agencies") will make reasonable efforts to reimburse eligible employees who are no longer on the Agencies' payroll system ("former eligible employee"), by sending a notice of reimbursement eligibility to each former eligible employee's last known address. Agencies will subsequently notify the Union of all former eligible employees who fail to respond in accordance with Schedule A, attached.
6. Minimum Reimbursement Amount. TMRCs of ten dollars (\$10.00) or less in aggregate will not be eligible for reimbursement.
7. Appeal. The Union may only appeal the individual eligible employee's TMRC if that employee's work location or work duties significantly changed between August 15, 2011 and February 4, 2014, which the Union believes would render the TMRC inaccurate. All appeals shall be submitted to Janet Phipps (Director, Iowa Department of Administrative Services) and to Danny Homan (President, AFSCME Iowa Council 61) or their designees for resolution in accordance with the deadline set forth in Schedule A, attached. Resolution regarding each appeal shall be final and completed by the deadline set forth in Schedule A, attached.
8. Deadline for Submission. TMRCs will not be accepted after the date set forth in Schedule A, attached.
9. Remaining issues identified. The parties mutually agree to submit only the following issues to the arbitrator selected for PERB Case No. 12-GA-221:
 - a. Whether AFSCME-covered employees hired after August 15, 2011 should be considered eligible employees for purposes of taxable meal reimbursement claims under this Agreement?
 - b. Whether AFSCME-covered employees of the Iowa Department of Agriculture and Land Stewardship should be considered eligible employees for purposes of taxable meal reimbursement claims under this Agreement?

10. **Exclusivity.** The parties agree that the process set forth in this Agreement shall be the sole and exclusive method for payment of TMRCs that accrued during the period of August 16, 2011 to February 4, 2014.
11. **Four Corners of Agreement.** 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 either party to this agreement. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievants' noted claims.
12. **Reservations.** The parties mutually acknowledge that this Agreement represents the full and final partial disposition of the issues identified in paragraphs 1-8. The parties mutually acknowledge that the taxable meal reimbursement claim issues set forth in paragraph 9 remain unresolved. This Agreement may be amended only by written mutual consent of the parties and is not intended to expand or modify any term or condition within the collective bargaining agreement between the State of Iowa and AFSCME Iowa Council 61.
13. **Non-precedent Setting.** 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 upon this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other proceeding in the future.
14. **No confidentiality.** This Agreement is subject to Iowa's Open Records law and is available for public inspection and copying.

FOR THE STATE:

 10/17/2014

 Janet Phipps Date
 Director
 Iowa Department of Administrative Services

FOR THE UNION:

 10/17/2014

 Danny Hornan Date
 President
 AFSCME Iowa Council 61

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SCHEDULE A

Action	Deadline
Agency will notify identified employees of their eligibility to submit a TMRC and shall advise the identified employees of their calculated TMRC amount.	Within thirty (30) days from the date this agreement is fully executed by the parties.
DAS will provide the Union with a list of employees identified as eligible to submit a TMRC.	Within thirty (30) days from the date this agreement is fully executed by the parties.
Agencies will provide the Union with a list of former employees who were not responsive to the notice sent to the employees' last known address.	Within sixty (60) days from the date this agreement is fully executed by the parties.
Employees must submit a signed TMRC for processing.	Within sixty (60) days from the date this agreement is fully executed by the parties.
Employees may submit an appeal of their calculated TMRC amount.	Within sixty (60) days from the date this agreement is fully executed by the parties.
Resolutions regarding employee appeals of ATMRP must be reached.	Within fifteen (15) days from the date an employee submits an appeal pursuant to paragraph seven (7) of the Agreement.
The State will process and pay TMRCs.	Within sixty (60) days from the TMRC submission deadline.



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: Spike Edwards 3-day suspension. DAS #14-0144 / AFSCME#124834.
LRT Staff: JASMINA SARAJLIJA

Agency/Department: Department of Corrections (Anamosa State Penitentiary)
Director's Printed Name: John Baldwin
Director's Signature: [Signature]
Date: 20 Oct 14 Approve: Deny:

Department of Administrative Services
Director's Printed Name: Janet E. Phillips
Director's Signature: [Signature]
Date: 10/20/2014 Approve: Deny:

Department of Management
Director's Printed Name: David Roederer
Director's Signature: [Signature]
Date: 10/23/14 Approve: Deny:

Office of the Attorney General
Reviewed by (Print Name): Jeff Thompson
Reviewer's Signature: [Signature]
Date: 10/25/14 Reviewed: Redacted:

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Anamosa State Penitentiary, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Spike Edwards, hereinafter the Grievant, AFSCME No. 124034 / DAS No. 14-0144, 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 received a three (3) day suspension without pay on or about September 13, 2013. The parties have agreed to the following:

1. The 3 day suspension will be reduced to a 1.5 day suspension upon the execution of this agreement.
2. The Grievant will be reimbursed 1.5 days of pay and accruals at the rate earned on September 13, 2013.
3. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
4. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
5. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.
6. This settlement agreement is subject to Open Records and is available for public inspection and copying.

FOR THE STATE
APPROVED AS TO FORM

J. Sarajija 10-18-14
Date
Jasmina Sarajija
Labor Relations Attorney
Iowa Department of Administrative Services

William Sperstage 10/17/14
Date
William Sperstage
Deputy Warden
Anamosa State Penitentiary

FOR THE UNION

[Signature] 10/18/14
Date
Robin White
Staff Representative
AFSCME Iowa Council 61

[Signature] 10/16/14
Date
Spike Edwards
Grievant



Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Sharese Rivera Manker (5 day paper suspension) [REDACTED]

LRT Staff: Stephanie Reynolds

Agency/Department: DIA - State Public Defender
Director's Printed Name: Samuel P. Langholz
Director's Signature: *[Signature]*
Date: 10/27/14 Approve: Deny:

Department of Administrative Services
Director's Printed Name: Janet E. Phipps
Director's Signature: *[Signature]*
Date: 10/27/2014 Approve: Deny:

Department of Management
Director's Printed Name: David Roederer
Director's Signature: *[Signature]*
Date: 10/27/14 Approve: Deny:

Office of the Attorney General
Reviewed by (Print Name): *[Signature]*
Reviewer's Signature: *[Signature]*
Date: 11/5/14 Reviewed: Redacted:

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Inspections and Appeals, State Public Defender, hereinafter the State, and AFSCME Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance(s) filed by Sharese Manker, hereinafter the Grievant, AFSCME No. 113606/DAS No. 14-0615, 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 five day paper suspension on April 30, 2014. The parties have agreed to the following:

1. [REDACTED]
2. In consideration of the foregoing, the Union withdraws 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:

APPROVED AS TO FORM

Stephanis L. Reynolds 10/27/14
Stephanis L. Reynolds Date
Labor Relations Specialist
Iowa Department of Administrative Services

Preston DeBoer 9.4.2014
Preston DeBoer Date
Staff Representative

Samuel P. Langholz 10/22/14
Samuel P. Langholz Date
State Public Defender

Sharese Manker 9/20/14
Sharese Manker Date
Grievant



Iowa Department of Administrative Services

Service • Efficiency • Value

Governor Terry E. Branstad

Lt. Governor Kim Reynolds

Janet Phipps, Director

Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: IMCC Nursing Dept. Grievances
LRT Staff: Jeff Edgar

Agency/Department: Corrections
Director's Printed Name: John Baldwin
Director's Signature:
Date: 31 Oct. 14
Approve: [X] Deny: []

Department of Administrative Services
Director's Printed Name: Janet Phipps
Director's Signature: [Signature]
Date: 10/31/2014
Approve: [X] Deny: []

Department of Management
Director's Printed Name: David Roederer
Director's Signature: [Signature]
Date: 10/31/14
Approve: [X] Deny: []

Office of the Attorney General
Reviewed by (Print Name): [Signature]
Reviewer's Signature: [Signature]
Date: 11/6/14
Reviewed: [X] Redacted: []

STATE OF IOWA
AND
AFSOME IOWA COUNCIL BY
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Corrections - Iowa Medical Classification Center (IMCC), hereinafter the State; and the AFSOME Iowa Council, hereinafter the Union; enter into the following Agreement in a good faith effort to resolve each of the grievances identified by Name, DAS number and AFSOME number below, notwithstanding the procedural status of any matter identified:

- o Brandon Heubach; DAS # 12-0450; AFSOME # 129798
- o Tamara Rossler; DAS # 13-0340; AFSOME # 117106; PERB # 14-GA-184
- o Tamara Rossler; DAS # 13-0347; AFSOME # 119045; PERB # 14-GA-193
- o Tamara Rossler; DAS # 13-0348; AFSOME # 116986; PERB # 14-GA-182
- o Tamara Rossler; DAS # 13-0604; AFSOME # 124084; PERB # 14-GA-151
- o Tamara Rossler; DAS # 13-0614; AFSOME # 119087; PERB # 14-GA-150
- o Tamara Rossler; DAS # 13-0903; AFSOME # 117101; PERB # 14-GA-149
- o Dan Peters; DAS # 13-0560; AFSOME # 122211; PERB # 14-GA-136
- o Dan Peters; DAS # 13-0552; AFSOME # 117077
- o Dan Peters; DAS # 13-0531; AFSOME # 117078
- o Dan Peters; DAS # 13-0730; AFSOME # 117078
- o Dan Peters; DAS # 13-0510; AFSOME # 137055
- o Cathy Perry; DAS # 13-0521; AFSOME # 117060; PERB # 14-GA-137
- o Charles Allen; DAS # 14-0324; AFSOME # 123989
- o Charles Allen; DAS # 13-0503; AFSOME # 117108
- o Leah Van Tichau; DAS # 13-0369; AFSOME # 124086
- o Leah Van Tichau; DAS # 13-0618; AFSOME # 117107
- o Allen Brown; DAS # 13-0604; AFSOME # 124136
- o Heather Van Trump; DAS # 13-0561; AFSOME # 117047
- o Heather Van Trump; DAS # 13-0553; AFSOME # 117079
- o Heather Van Trump; DAS # 13-0549; AFSOME # 117054
- o Amanda LaSala; DAS # 13-0500; AFSOME # 123770
- o Amanda LaSala; DAS # 13-0607; AFSOME # 123789
- o James Sylvester; DAS # 14-0057; AFSOME # 117079
- o Katie Faulstich; DAS # 13-0550; AFSOME # 122212
- o Valeria Brundel; DAS # 13-0618; AFSOME # 117070
- o Rita Harter; DAS # 13-0551; AFSOME # 119083
- o Rita Harter; DAS # 14-0004; AFSOME # 124080
- o Josh Ayerslotto; DAS # 13-0707; AFSOME # 117086
- o Amy Leulinger; DAS # 13-0580; AFSOME # 111292
- o Della Covington; DAS # 13-0594; AFSOME # 124083

(hereinafter collectively "Grievants"), that alleges a violation of Article IX, Section 11 (Paid Annual Leave or Absence) of the 2013-2015 Collective Bargaining Agreement between the parties.

This Settlement arises out of situations in which the Grievants were denied vacation leave. The parties have agreed to the following:

1. RNs, LPNs and NUCs with more than ten (10) years of seniority shall be permitted to bid on two (2) weeks of block vacation for the period of January 1, 2015 to December 31, 2015. RNs, LPNs and NUCs with less than ten (10) years of seniority shall be permitted to bid on a one (1) week block for the period of January 1, 2015 to December 31, 2015. Vacation blocks shall be granted by seniority.
2. IMCO Management has provided to the Union the minimum staffing numbers for each shift. See Ex. A, attached. During the period referenced in paragraph 1, vacation requests will be approved where, at the time the request is considered for approval, staffing levels are in excess of the minimum staffing number for the respective shift. IMCO Management shall ensure each shift identified on Exhibit A, has a minimum of one (1) vacation slot available.
3. The parties agree that, prior to December 31, 2015 IMCO Management and Union will meet and evaluate metrics related to the vacation leave process in order to attempt to reach agreement on a future course of action for vacation leave.
4. In consideration of the foregoing, the Union withdraws the above referenced grievance.
5. This Agreement is accorded full 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 resolved for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
6. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.
7. 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

Jeffrey Edgar 10/28/14
 Jeffrey Edgar Date
 Labor Relations Specialist
 Iowa Department of Administrative Services

Earlene Anderson 10/27/14
 Earlene Anderson Date
 Staff Representative

Dan Craig 10/27/14
 Dan Craig Date
 IMCO Warden

Marty Hathaway 10/27/14
 Marty Hathaway Date
 Local President

Jane E. Phipps 10/29/2014
 Jane E. Phipps Date
 Director
 Iowa Department of Administrative Services

Darryl Houser 10/29/2014
 Darryl Houser Date
 President
 AFSCME Iowa Council 61

Posts for Nursing

M-F (Days and PMS)

East Unit- 1 RN

West Unit-1 RN

Skilled Nursing unit- 1 RN, 1 RN or LPN, 1 NUC

O unit-1 License

Clinic-2 RNS or RN and LPN, 1 NUC

P/Q-1 License

LTA-License + 1 NUC

STA-License + 1 NUC

Pill Room-2 Licensed (RN or LPN)

16 (12 License)

Midnights(M-F)

East/West- 1 RN

Skilled Nursing-1 RN +1LPN or RN + 1 NUC

O unit- 1 License

Clinic-Duty Nurse + 1 license or NUC

P/Q 1 License

LTA-1 license + 1 NUC

STA- 1 license + 1 NUC

Pill Room-1 License

11 (7 license)

Weekends (Days & PMS)

East/West-1 RN

1 RN plus 1 LPN or NUC

1 License

1 RN

1 License

1 License + 1 NUC

1 License

2 Licensed (RN or LPN)

11 (9 License)

Midnights (weekends)

East/West-1 RN

Skilled Nursing-1 RN+ 1

O unit- 1 license

Clinic-Duty nurse

P/Q-1 License

LTA- 1 license

STA-1 license

Pillroom-1

9 (7 license)

+Addition of M unit

+Hospice
East/West units most of the time

+Only one nurse coverage for



Post reductions Days and PMS M-F If only 15 people show up for work

1. Pull from the clinic area
2. Pull NUC from LTA and have that person float between LTA and STA if possible
3. Pull from West Unit

That leaves 13 people on staff. If the number falls below 13 then we start calling for OT

Post reductions Days and PMS-weekends-if 11 people show up to work-no reductions

We have to start calling in OT if that number drops to 10 unless the skilled nursing units number is down we can still pull one from there, but that is not too often we see this.

Midnights M-F and weekends-if only 10 people show up for work

1. Pull from the clinic
2. Pull from LTA or STA and have someone float
3. Pull from skilled nursing if acuity allows

We like to have 9 people here on MN but have worked with 8 depending on the numbers on the medical floor. At 8 or below we would have to start calling for OT



Iowa Department of Administrative Services

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Governor Terry E. Branstad

Lt. Governor Kim Reynolds

Janet Phipps, Director

Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Leann DeVos-Techau; AFSCME # 101310; DAS # 16-0076

LRT Staff: Jeff Edgar

Agency/Department: Corrections

Director's Printed Name: John Baldwin

Director's Signature: [Signature]

Date: 28 Oct. 14 Approve: Deny:

Department of Administrative Services

Director's Printed Name: Janet Phipps

Director's Signature: [Signature]

Date: 10/29/2014 Approve: Deny:

Department of Management

Director's Printed Name: David Roederer

Director's Signature: [Signature]

Date: 10/30/14 Approve: Deny:

Office of the Attorney General

Reviewed by (Print Name): _____

Reviewer's Signature: [Signature]

Date: 11/10/14 Reviewed: Redacted:

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department Corrections – Iowa Medical Classification Center, hereinafter the State, and the AFSCME Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance(s) filed by Leann DeVos-Techau, hereinafter the Grievant, AFSCME No. 101310 /DAS No. 15-0076, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2013-2015 Collective Bargaining Agreement between the parties.

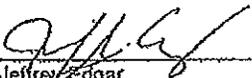
This Settlement arose out of a situation in which the Grievant was issued a Written Reprimand on or about August 1, 2014. The parties have agreed to the following:

1. The State agrees to remove the written reprimand from the Grievant's personnel file upon full execution of this document by the parties.
2. In consideration of the foregoing, the Union withdraws 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.

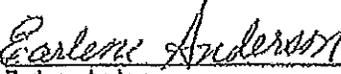
FOR THE STATE:

FOR THE UNION:

APPROVED AS TO FORM


Jeffrey Edgar
Labor Relations Specialist
Iowa Department of Administrative Services

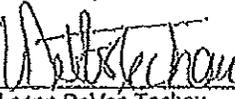
10/9/14
Date


Earlene Anderson
Staff Representative

9-16-2014
Date


Daniel Craig
Warden IMCC

9-16-14
Date


Leann DeVos-Techau
Grievant

9-19-14
Date



Iowa Department of Administrative Services
 Service • Efficiency • Value

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

Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Jennifer Ledvina, DAS # 14-0664, AFSCME # 124607

LRT Staff: Jeff Edgar

Agency/Department: Corrections

Director's Printed Name: John Baldwin

Director's Signature: *John Baldwin*

Date: 3 NOV. 14 Approve: Deny:

Department of Administrative Services

Director's Printed Name: Janet Phipps

Director's Signature: *Janet Phipps*

Date: 11/04/2014 Approve: Deny:

Department of Management

Director's Printed Name: David Roederer

Director's Signature: *David Roederer*

Date: 11/4/14 Approve: Deny:

Office of the Attorney General

Reviewed by (Print Name): _____

Reviewer's Signature: *[Signature]*

Date: 11/10/14 Reviewed: Redacted:

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Corrections, Iowa Correctional Institution for Women, hereinafter the State, and the AFSCME Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Jennifer Ledvina, hereinafter the Grievant, AFSCME No. 124607/DAS No. 14-0584, 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 ten (10) day suspension without pay on or about June 19, 2014. The parties have agreed to the following:

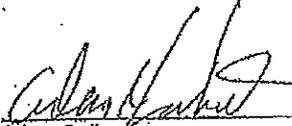
1. The ten (10) day suspension without pay shall be reduced to five (5) day suspension without pay. Grievant shall receive five (5) days' back pay and accruals at the rate she was earning June 19, 2014.
2. In consideration of the foregoing, the Union withdraws the above referenced grievance.
3. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
4. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.
5. This settlement agreement is subject to Open Records and is available for public inspection and copying.

FOR THE STATE:

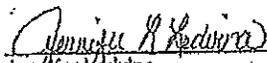
APPROVED AS TO FORM:

 11/3/14
Date
Jeffrey Edgar
Labor Relations Specialist
Iowa Department of Administrative Services

FOR THE UNION:

 10/31/14
Date
Adam Swihart
Staff Representative

 10/29/14
Date
Bryan Reicks
DOC-ICIW

 10/29/14
Date
Jennifer Ledvina
Grievant



Iowa Department of Administrative Services

Service • Efficiency • Value

Governor Terry E. Branstad

Lt. Governor Kim Reynolds

Janet Phipps, Director

Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Thomas Erickson, DAS # 14-0464, AFSCME # 124610

LRT Staff: Jeff Edgar

Agency/Department: Corrections

Director's Printed Name: John Baldwin

Director's Signature: *John Baldwin*

Date: 3 NOV. 14 Approve: Deny:

Department of Administrative Services

Director's Printed Name: Janet Phipps

Director's Signature: *Janet Phipps*

Date: 11/04/2014 Approve: Deny:

Department of Management

Director's Printed Name: David Roederer

Director's Signature: *David Roederer*

Date: 11/4/14 Approve: Deny:

Office of the Attorney General

Reviewed by (Print Name): _____

Reviewer's Signature: *[Signature]*

Date: ~~_____~~
11/10/14 Reviewed: Redacted:

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

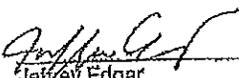
The State of Iowa, Department of Administrative Services and Department of Corrections, Iowa Correctional Institution for Women, hereinafter the State, and the AFSCME Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Thomas Erickson, hereinafter the Grievant, AFSCME No. 124616/DAS No. 14-0454, 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 one (1) day suspension without pay on or about March 26, 2014. The parties have agreed to the following:

1. The one (1) day suspension shall be reduced to a written reprimand on March 26, 2015 provided Grievant does not receive any further discipline prior to that date. The reduction to a written reprimand shall not include any restoration of back pay or accruals.
2. In consideration of the foregoing, the Union withdraws the above referenced grievance.
3. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
4. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.
5. This settlement agreement is subject to Open Records and is available for public inspection and copying.

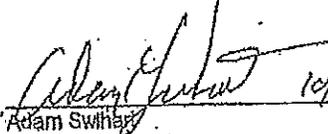
FOR THE STATE:

APPROVED AS TO FORM

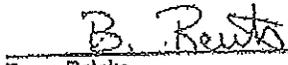

Jeffrey Edgar
Labor Relations Specialist
Iowa Department of Administrative Services

11/3/14
Date

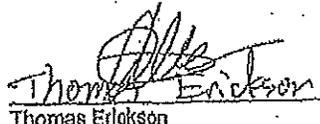
FOR THE UNION:


Adam Swisher
Staff Representative

10/28/14
Date


Bryan Reicks
DOC-ICIW

10/29/14
Date


Thomas Erickson
Grievant

10/29/14
Date



Iowa Department of Administrative Services

Service • Efficiency • Value

Governor Terry E. Branstad
Lt. Governor Kim Reynolds

Janet Phillips, Director

Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Darren Pierce 5-day suspension, DAS #14-0430 / AFSCME#98301.

LRT Staff: JASMINA SARAJLIJA

Agency/Department: Department of Corrections (Anamosa State Penitentiary)

Director's Printed Name: John Baldwin

Director's Signature:

Date: 28 Oct 14 Approve: Deny:

Department of Administrative Services

Director's Printed Name: Janet E. Phillips

Director's Signature:

Date: 11/07/2014 Approve: Deny:

Department of Management

Director's Printed Name: David Roederer

Director's Signature:

Date: 11/10/14 Approve: Deny:

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

Reviewer's Signature:

Date: _____ Reviewed: Redacted:

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 91
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 91, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Darren Pierce, hereinafter the Grievant, AFSCME No. 20301 / IAS No. 140140, that alleges a violation of Article IV, Section 3 (Discipline) and Paragraph 1 of the 2013-2016 Collective Bargaining Agreement between the parties:

This Settlement arose out of a situation in which the Grievant received a five (5) day suspension without pay prior to March 20, 2014. The parties have agreed to the following:

1. The five day suspension will be reduced to a 2.5 day suspension upon the execution of this agreement.
2. The Grievant will be reimbursed 2.5 days of pay and accruals at the rate earned on March 20, 2014.
3. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
4. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or better consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claim in this grievance.
5. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or other proceeding in the future.
6. This settlement agreement is subject to Open Records and is available for public inspection and copying.

FOR THE STATE
APPROVED AS TO FORM

J. Sarajkya 10/27/14
Date
Jenna Sarajkya
Labor Relations Attorney
Iowa Department of Administrative Services

William Spear 10/24/14
Date
William Spear
Deputy Warden
Anamosa State Penitentiary

FOR THE UNION

Rob White 10/25/14
Date
Rob White
Staff Representative
AFSCME Iowa Council 91

Darren R. Pierce 10/30/2014
Date
Darren Pierce
Grievant



Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: CBC – 4th Judicial District vs. Margaret Jauken
Management issued the grievant a written reprimand [REDACTED]
LRT Staff: Michelle Grau

Agency/Department: Iowa Community Based Corrections, 4th Judicial District
Director's Printed Name: Kip Shanks
Director's Signature: *Kip Shanks*
Date: 11-17-14 Approve: Deny:

Department of Administrative Services
Director's Printed Name: Janet E. Phipps
Director's Signature: *Janet E. Phipps*
Date: 11/18/2014 Approve: Deny:

Department of Management
Director's Printed Name: David Roederer
Director's Signature: *David Roederer*
Date: 11/17/14 Approve: Deny:

Office of the Attorney General
Reviewed by (Print Name): *Jeff Thompson*
Reviewer's Signature: *Jeff Thompson*
Date: 11/24/14 Reviewed: Redacted:

STATE OF IOWA
AND
AFSCME Iowa Council 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Iowa Community Based Corrections - 4th Judicial District, hereinafter the State, and the AFSCME Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance(s) filed by Margaret Jauken, hereinafter the Grievant, AFSCME 119638, that alleged a violation of Article IV, Section 8 of the 2013-2015 Collective Bargaining Agreement between the parties.



Management issued the grievant a letter of written reprimand on May 22, 2014.

The parties have agreed to the following:

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

FOR THE STATE:

APPROVED AS TO FORM

Michelle Grau 11-5-14
Michelle Grau Date
Labor Relations Attorney
Iowa Department of Administrative Services

Kip Shanks 11-5-14
Kip Shanks Date
Iowa Community Based Corrections

FOR THE UNION:

Julie Dake Abel 10/23/14
Julie Dake Abel Date
Staff Representative

Margaret Jauken 10/24/14
Margaret Jauken Date
Grievant



Iowa Department of Administrative Services

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Governor Terry E. Branstad
Lt. Governor Kim Reynolds

Mike Carroll, Director

Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Virginia Loalza & Department of Human Services/Woodward Resource Center.
LRT Staff: Teddra J. Porteous

Agency/Department: Department of Human Services
Director's Printed Name: Charles Palmer
Director's Signature: Charles Palmer
Date: 11-21-14 Approve: Deny:

Department of Administrative Services
Director's Printed Name: Janet E. Phipps
Director's Signature: Janet E. Phipps
Date: 11/21/2014 Approve: Deny:

Department of Management
Director's Printed Name: David Roederer
Director's Signature: David Roederer
Date: 11/25/14 Approve: Deny:

Office of the Attorney General
Reviewed by (Print Name): Jeff Thompson
Reviewer's Signature: Jeff Thompson
Date: 12/2/14 Reviewed: Redacted:

STATE OF IOWA
AND
AFSCME Council #1

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Human Services (Woodward Resource Center), hereinafter the State, and the AFSCME, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance(s) filed by Virginia Louiza, hereinafter the Grievant, AFSCME No. 122633 / DAS No. 13-0424, PERA No. 14-0A-006, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant's employment was terminated on March 27, 2013. The parties have agreed to the following:

1. The termination issued on March 27, 2013, will be removed from the Grievant's personnel file and the Grievant's employment at Woodward Resource Center will be reinstated.
2. The State will pay the Grievant for lump sum back wages, not subject to IPERS, in an amount totaling \$20,000.00 less all applicable State and Federal income tax.
3. The Grievant will not be reimbursed for any leave balance accruals or benefits.
4. In consideration of the foregoing, the Union withdraws the above referenced grievance.
5. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
6. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.
7. This settlement agreement is subject to Open Records and is available for public inspection and copying.

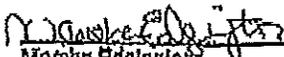
FOR THE STATE:

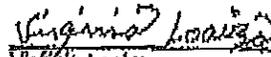
FOR THE UNION:

APPROVED AS TO FORM

 11/21/14
 Tedra Rorticus Date
 Labor Relations Specialist
 Iowa Department of Administrative Services

 11/18/2014
 Greg Lewis Date
 Staff Representative

 11-21-14
 Mareha Edgington Date
 Agency Name

 11/19/14
 Virginia Louiza Date
 Grievant



Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Department of Natural Resources vs. Angela Foehring-Nkanta	
LRT Staff: <u>Teddra Porteous and Michelle Grau</u>	
Agency/Department:	Iowa Department of Natural Resources
Director's Printed Name:	Chuck Gipp
Director's Signature:	<u>Chuck Gipp</u>
Date:	<u>11/18/2014</u>
Approve:	<input checked="" type="checkbox"/>
Deny:	<input type="checkbox"/>
Department of Administrative Services	
Director's Printed Name:	Janet E. Phipps
Director's Signature:	<u>Janet E. Phipps</u>
Date:	<u>11/20/2014</u>
Approve:	<input checked="" type="checkbox"/>
Deny:	<input type="checkbox"/>
Department of Management	
Director's Printed Name:	David Roederer
Director's Signature:	<u>David Roederer</u>
Date:	<u>11/21/14</u>
Approve:	<input checked="" type="checkbox"/>
Deny:	<input type="checkbox"/>
Office of the Attorney General	
Reviewed by (Print Name):	<u>Jeff Thompson</u>
Reviewer's Signature:	<u>Jeff Thompson</u>
Date:	<u>12/2/14</u>
Reviewed:	<input checked="" type="checkbox"/>
Redacted:	<input type="checkbox"/>



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: Iowa Community Based Corrections vs. Donn Lowney
Management issued the grievant a written reprimand per Article IV, Section 9.
LRT Staff: Michelle Grau

Agency/Department: Eighth Judicial District Department of Correctional Services
Agency Contact's Printed Name: Daniel Fell
Agency Contact's Signature: *Daniel Fell*
Date: 11-21-2014 Approve: Deny:

Department of Administrative Services
Director's Printed Name: Janet E. Phipps
Director's Signature: *Janet E. Phipps*
Date: 11/21/2014 Approve: Deny:

Department of Management
Director's Printed Name: David Roederer
Director's Signature: *David Roederer*
Date: 11/25/14 Approve: Deny:

Office of the Attorney General
Reviewed by (Print Name): Jeff Thompson
Reviewer's Signature: *Jeff Thompson*
Date: 12/2/14 Reviewed: Redacted:

STATE OF IOWA
AND
AFSCME Council 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Eighth Judicial District Department of Correctional Services, hereinafter the State, and the AFSCME Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance(s) filed by Donn Lowney, hereinafter the Grievant, AFSCME No. 114234, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2013-2016 Collective Bargaining Agreement between the parties.

Management at the Eighth Judicial District Department of Correctional Services issued the grievant a written reprimand on or about April 2, 2014.

The parties have agreed to the following:

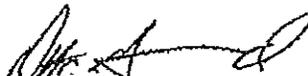
1. The written reprimand issued on April 2, 2014 will be removed from the Grievant's personnel file six (6) months from the date it was issued.
2. The written reprimand will not be removed if Grievant receives any like discipline within the above mentioned six (6) month timeframe.
3. In consideration 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.

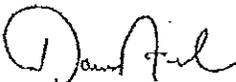
FOR THE STATE:

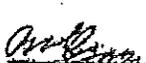
FOR THE UNION:

APPROVED AS TO FORM


Michelle Grau
Labor Relations Attorney
Iowa Department of Administrative Services
11/18/14
Date


Otto Groenewald
Union Representative
11-26-14
Date


Daniel Fell
Iowa Community Based Corrections
11/18/14
Date


Donn Lowney
Grievant
PER PHONE CALL BY DONN 11-18-14
Date



Iowa Department of Administrative Services

Service • Efficiency • Value

Governor Terry E. Branstad

Lt. Governor Kim Reynolds

Janet Phipps, Director

Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Rick Ernst DAS No. 13-0487; PERB No. 15-GA-014; AFSCME No. 95189
LRT Staff: Jeff Edgar

Agency/Department: Human Services
Director's Printed Name: Chuck Palmer
Director's Signature: [Signature]
Date: 12-3-14 Approve: [X] Deny: []

Department of Administrative Services
Director's Printed Name: Janet Phipps
Director's Signature: [Signature]
Date: 12/03/2014 Approve: [X] Deny: []

Department of Management
Director's Printed Name: David Roederer
Director's Signature: [Signature]
Date: 12/4/14 Approve: [X] Deny: []

Office of the Attorney General
Reviewed by (Print Name): Jeff Thompson
Reviewer's Signature: [Signature]
Date: 12/8/14 Reviewed: [X] Redacted: []

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Human Services -- Independence Mental Health Institute, hereinafter the State, and the AFSCME Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance(s) filed by Rick Ernst, hereinafter the Grievant, AFSCME No. 95189/DAS No. 13-0467/PERB # 15-GA-014, that alleged a violation of Article IX, Section 10 (Sick Leave) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant was denied the use of vacation in lieu of sick leave. The parties have agreed to the following:

1. Management shall restore eight (8) hours of sick leave to Grievant's sick leave balance and reduce Grievant's annual leave (vacation) balance by eight (8) hours.
2. In consideration of the foregoing, the Union withdraws 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:

APPROVED AS TO FORM .



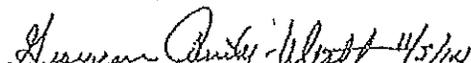
Jeffrey Edgar
Labor Relations Specialist
Iowa Department of Administrative Services

11/7/14
Date



Robin Wills
Staff Representative

11/5/14
Date



Georgeanne Cassidy-Wescott
DHS - Independence MHI

Date



Rick Ernst
Grievant

Date



Iowa Department of Administrative Services

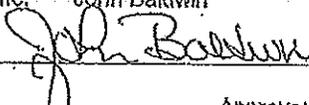
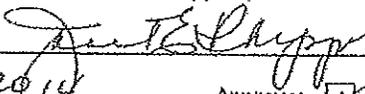
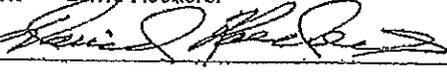
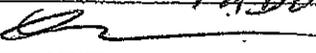
Service • Efficiency • Value

Governor Terry E. Branstad
Lt. Governor Kim Reynolds

Janel Phipps, Director

Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Monica Nye	
LRT Staff: Stephanie Reynolds	
Agency/Department:	Department of Corrections -- Iowa State Penitentiary
Director's Printed Name:	John Baldwin
Director's Signature:	
Date:	1 DEC 14
Approve:	<input checked="" type="checkbox"/>
Deny:	<input type="checkbox"/>
Department of Administrative Services	
Director's Printed Name:	Janel E. Phipps
Director's Signature:	
Date:	12/01/2014
Approve:	<input checked="" type="checkbox"/>
Deny:	<input type="checkbox"/>
Department of Management	
Director's Printed Name:	David Roediger
Director's Signature:	
Date:	12/3/14
Approve:	<input checked="" type="checkbox"/>
Deny:	<input type="checkbox"/>
Office of the Attorney General	
Reviewed by (Print Name):	Eric Taber
Reviewer's Signature:	
Date:	12/11/14
Reviewed:	<input checked="" type="checkbox"/>
Redacted:	<input type="checkbox"/>

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 AFSCME Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Monica Nye, hereinafter the Grievant, AFSCME No. 122688/DAS No. 13-0201, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which Arbitrator Andrea Mitau Kroher issued an award dated September 12, 2014, reinstating the Grievant to a part-time Dental Assistant position at Iowa State Penitentiary. The Department of Corrections/Iowa State Penitentiary is unable to comply with the award and reinstatement of the Grievant cannot proceed. As such, the parties have agreed to the following:

1. The Grievant will resign employment effective December 31, 2014.
2. The Grievant shall receive a one-time annual salary payment of \$20,976.80 less all applicable federal and state income taxes, and social security taxes.
3. The Grievant shall receive a one-time payment of \$6,230.10 for health and dental insurance premiums.
4. In consideration of the foregoing, the Grievant will withdraw the above referenced grievance and the Grievant waives any and all claims, demands, actions, liability, damages, or rights and causes of action of any kind whether known or unknown, foreseen or unforeseen, against the State of Iowa, its current or former officers, employees and agents arising out of or resulting from the State of Iowa's employment relationship with the Grievant. These claims include, but are not limited to, all claims arising under federal, state, and local statutory or common law, and all demands, claims, damages, liabilities and causes of action at law or equity, whether known or unknown, which the Grievant has, had, or claims to have against the State of Iowa or its employees, in their personal or official capacity, with respect to any demands, claims, damages, liabilities and causes of action at law or equity based upon or directly or indirectly arising out of her employment relationship.
5. In consideration of the foregoing, the Union withdraws the above referenced grievance.
6. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
7. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.
8. 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

Stephanie L. Reynolds 11/24/14
 Labor Relations Specialist
 Iowa Department of Administrative Services

Mark Hedberg 11/24/14
 Attorney
 AFSCME Iowa Council 61

Susie Pritchard 11-24-14
 Iowa Department of Corrections

Monica Nye 11/24/15
 Grievant



Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Jared Bratland DAS No. 14-0264; AFSCME No. 103788

LRT Staff: Jeff Edgar

Agency/Department: Corrections

Director's Printed Name: John Baldwin

Director's Signature: [Signature]

Date: 1 Dec. 14 Approve: Deny:

Department of Administrative Services

Director's Printed Name: Janet Phipps

Director's Signature: [Signature]

Date: 12/01/2014 Approve: Deny:

Department of Management

Director's Printed Name: David Roederer

Director's Signature: [Signature]

Date: 12/3/14 Approve: Deny:

Office of the Attorney General

Reviewed by (Print Name): Eric Kaber

Reviewer's Signature: [Signature]

Date: 12/11/14 Reviewed: Redacted:

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

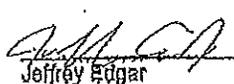
The State of Iowa, Department of Administrative Services and Department of Corrections, Newton Correctional Facility, hereinafter the State, and AFSCME Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance(s) filed by Jared Bratland, hereinafter the Grievant, AFSCME No. 103788/DAS No. 14-0284, that alleged a violation of Article IV, Section B (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 one (1) day suspension without pay on or about November 8, 2013. The parties have agreed to the following:

1. The one (1) day suspension shall be reduced to a written reprimand. Grievant shall not receive back pay or accruals as a result of the reduction in the discipline.
2. The written reprimand shall be removed from Grievant's personnel file six (6) months from the date this agreement is fully executed by the parties provided Grievant receives no further discipline during that period.
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:

APPROVED AS TO FORM

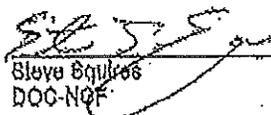

Jeffrey Edgar
Labor Relations Specialist
Iowa Department of Administrative Services

11/21/14
Date

FOR THE UNION:


Adam Swihart
Staff Representative

11/23/14
Date


Steve Squires
DOC-NCF

11-14-14
Date


Jared Bratland
Grievant

11/11/14
Date



Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Tom Arras DAS #14-0324; IUP #13-056
LRT Staff: Jeff Edgar

Agency/Department: Corrections
Director's Printed Name: John Baldwin
Director's Signature: [Signature]
Date: 1 Dec 14 Approve: Deny:

Department of Administrative Services
Director's Printed Name: Janet Phipps
Director's Signature: [Signature]
Date: 12/01/2014 Approve: Deny:

Department of Management
Director's Printed Name: David Roederer
Director's Signature: [Signature]
Date: 12/3/14 Approve: Deny:

Office of the Attorney General
Reviewed by (Print Name): Eric Taber
Reviewer's Signature: [Signature]
Date: 12/1/14 Reviewed: Redacted:

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

The State of Iowa, Department of Administrative Services and the Department of Department of Corrections/Iowa Medical Classification Center, hereinafter the State, and UE Local 893-Iowa United Professionals, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Tom Arras, hereinafter Grievant, URULF No. 13-086/DAS No. 14-0024, that alleged a violation of Article IV, Section 77 (Discipline and Discharge) of the 2013-2015 Collective Bargaining Agreement between the parties.

This settlement arose out of allegations in which the Grievant was issued a disciplinary suspension on December 10, 2013, after having been on a paid administrative leave while an investigation was undertaken. The loss of pay was recovered from wages to have been paid while on the paid administrative leave. The Grievant and Union objected to the manner in which the loss of pay for the disciplinary action was recovered.

The parties have agreed to the following:

1. Management will not pursue recoupment of pay related to disciplinary action(s) from wages to have been paid while the employee is/was on paid administrative leave related to the investigation related to the discipline and any loss of pay related thereto, until such time as language allowing such a practice is included in the collective bargaining 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 claims of action addressed and arising from the Grievant's claim in this grievance.
4. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or 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.

Approved as to form:

FOR THE STATE

Neil K. Baylark 11/3/14
Neil K. Baylark Jeff Edgar Dale
Labor Relations Specialist
DAS

FOR THE UNION

Michael Hudson 8-20-2014
Michael Hudson
Staff Representative
UE Local 893/Iowa United Professionals

Daniel Craig 11/29/14
Daniel Craig Date
Warden
Iowa Medical Classification Center

Thomas D. Arpa 12/22/14
Thomas D. Arpa Date
Greenville



Iowa Department of Administrative Services

Service • Efficiency • Value

Governor Terry E. Branstad
Lt. Governor Kim Reynolds

Mike Carroll, Director

Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Michael Skeefries & Iowa Department of Corrections (Fort Dodge Correctional Facility).
LRT Staff: Teddra J. Porteous

Agency/Department: Iowa Department of Corrections
Director's Printed Name: John Baldwin
Director's Signature: [Signature]
Date: 10 Dec. 14 Approve: Deny:

Department of Administrative Services
Director's Printed Name: Janet E. Phipps
Director's Signature: [Signature]
Date: 12/11/2014 Approve: Deny:

Department of Management
Director's Printed Name: David Roederer
Director's Signature: [Signature]
Date: 12/11/14 Approve: Deny:

Office of the Attorney General
Reviewed by (Print Name): Jeff Thompson
Reviewer's Signature: [Signature]
Date: 12/16/14 Reviewed: Redacted:

STATE OF IOWA
AND
AFSOME Council 81

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Corrections, hereinafter the State, and the AFSOME, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance(s) filed by Michael Skerles, hereinafter the Grievant, AFSOME No. 124310 /DAS No. 15-0172, 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 received a five (5) day suspension on October 21, 2014. The parties have agreed to the following:

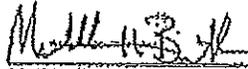
1. The five (5) day discipline issued on October 21, 2014 will be reduced to a three (3) day suspension.
2. The Grievant will be reimbursed two (2) days of back pay at the rate he was earning at the time of the discipline.
3. In consideration of the foregoing, the Union withdraws the above referenced 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:

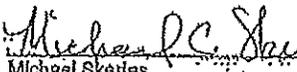
FOR THE UNION:

APPROVED AS TO FORM


Tandra Porteous
Labor Relations Specialist
Iowa Department of Administrative Services
Date: 12/10/14


Matt Butler
Staff Representative
Date: 12/10/2014


Jim McKinney
Agency Name
Date: 12-8-14


Michael Skerles
Grievant
Date: 20 Nov 2014



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: Kalle Wulkow & Department of Human Services (Woodward Resource Center)
LRT Staff: Teddra J. Porteous

Agency/Department: Iowa Department of Human Services
Director's Printed Name: Charles Palmer
Director's Signature: *Charles Palmer*
Date: 12-18-14 Approve: Deny:

Department of Administrative Services
Director's Printed Name: Janet E. Phipps
Director's Signature: *Janet E. Phipps*
Date: 12-18-2014 Approve: Deny:

Department of Management
Director's Printed Name: David Roederer
Director's Signature: *David Roederer*
Date: 12/19/14 Approve: Deny:

Office of the Attorney General
Reviewed by (Print Name): *Jeffrey J. Tamm*
Reviewer's Signature: *Jeffrey J. Tamm*
Date: 12/29/14 Reviewed: Redacted:

STATE OF IOWA
AND
AFSCME Council 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Human Services (Woodward Resource Center), hereinafter the State, and the AFSCME, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance(s) filed by Katie Wulkow, hereinafter the Grievant, AFSCME No. 122049 / DAS No. 14-0022, PERB No. 14-GA-190 that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2013-2015 Collective Bargaining Agreement between the parties.

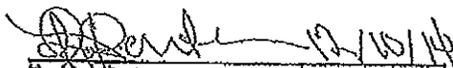
This Settlement arose out of a situation in which Management issued the Grievant a three (3) day paper suspension on July 17, 2013. The parties have agreed to the following:

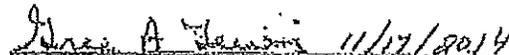
1. The three day suspension will be removed from the Grievant's personnel file.
2. The Grievant will not be reimbursed for the three (3) days of back pay.
3. The Grievant will not be reimbursed for any other accruals or benefits.
4. In consideration of the foregoing, the Union withdraws the above referenced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

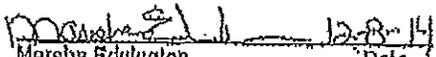
FOR THE STATE:

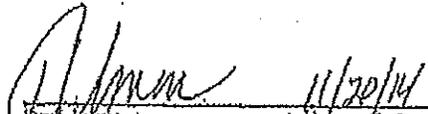
FOR THE UNION:

APPROVED AS TO FORM


Teodra Porteous
Labor Relations Specialist
Iowa Department of Administrative Services
Date: 12/10/14


Greg Lawky
Staff Representative
Date: 11/17/2014


Marsha Edgington
Agency Name
Date: 12-8-14


Dan Johnson
Local 2990 President
Date: 11/20/14



Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Lindsay Plautz & Department of Human Services (Woodward Resource Center)
LRT Staff: Teddra J. Porteous

Agency/Department: Iowa Department of Human Services
Director's Printed Name: Charles Palmer
Director's Signature: [Signature]
Date: 12-18-14 Approve: Deny:

Department of Administrative Services
Director's Printed Name: Janet E. Phipps
Director's Signature: [Signature]
Date: 12/18/2014 Approve: Deny:

Department of Management
Director's Printed Name: David Roederer
Director's Signature: [Signature]
Date: 12/18/14 Approve: Deny:

Office of the Attorney General
Reviewed by (Print Name): [Signature]
Reviewer's Signature: [Signature]
Date: 12-29-14 Reviewed: Redacted:

STATE OF IOWA
AND
AFSCME Council 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Human Services (Woodward Resource Center), hereinafter the State, and the AFSCME, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance(s) filed by Lindsay Plautz, hereinafter the Grievant, AFSCME No. 122847 / DAS No. 14-0821, PERB No. 14-GA-196 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 Management issued the Grievant a five (5) day paper suspension on July 17, 2013. The parties have agreed to the following:

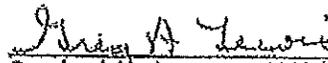
1. The five (5) day paper suspension will be removed from the Grievant's personnel file and replaced with a coach and counseling.
2. The Grievant will not be reimbursed for the five (5) days of back pay.
3. The Grievant will not be reimbursed for any other accruals or benefits.
4. In consideration of the foregoing, the Union withdraws the above referenced grievance.
5. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
6. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.
7. This settlement agreement is subject to Open Records and is available for public inspection and copying.

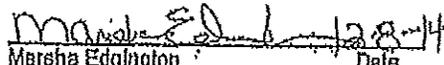
FOR THE STATE:

FOR THE UNION:

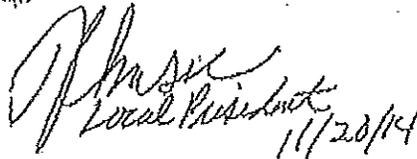
APPROVED AS TO FORM


Tedra Porteous Date 11/10/14
Labor Relations Specialist
Iowa Department of Administrative Services


Greg Lewis Date 11/17/2014
Staff Representative


Marsha Edgington Date 12-8-14
Agency Name


Lindsay Plautz Date 12-8-14
Grievant


Local President
11/20/14



Iowa Department of Administrative Services

Service • Efficiency • Value

Governor Terry E. Branstad
Lt. Governor Kim Reynolds

Janet Phipps, Director

Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Courtney Supino, DAS # 14-0567; AFSCME # 124622

LRT Staff: Jeff Edgar

Agency/Department: Corrections

Director's Printed Name: John Baldwin

Director's Signature: John Baldwin

Date: 15 JAN 15

Approve:

Deny:

Department of Administrative Services

Director's Printed Name: Janet Phipps

Director's Signature: Janet Phipps

Date: 01/15/2015

Approve:

Deny:

Department of Management

Director's Printed Name: David Roederer

Director's Signature: David Roederer

Date: 1/15/15

Approve:

Deny:

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

Reviewer's Signature: Jeff Thompson

Date: 1/16/15

Reviewed:

Redacted:

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

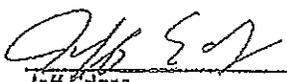
The State of Iowa, Department of Administrative Services and Department of Corrections, Iowa Correctional Institution for Women, hereinafter the State, and the AFSCME Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance(s) filed by Courtney Supino, hereinafter the Grievant, AFSCME No. 124622/DAS No. 14-0667, 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's employment was terminated on June 19, 2014. The parties have agreed to the following:

1. Grievant shall be immediately reinstated to her position as a Registered Nurse at the Iowa Correctional Institution for Women. Grievant will have the same shift and days off she had prior to her termination.
2. The termination letter shall be removed from Grievant's personnel file and replaced with this agreement, which shall constitute a ten (10) day suspension ~~of~~ for purposes of Grievant's disciplinary record.
3. Grievant shall receive back pay and accruals from the date of termination to the date she is returned to work less ten (10) working days' pay and any income or unemployment benefits earned during that period. Grievant agrees to provide the State with an accounting of all income received from the date of termination to the date she is returned to work.
4. In consideration of the foregoing, the Union withdraws the above referenced grievance.
5. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
6. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.
7. This settlement agreement is subject to Open Records and is available for public inspection and copying.

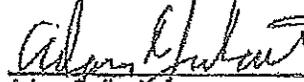
FOR THE STATE:

APPROVED AS TO FORM


Jeff Edgar
Labor Relations
Iowa Department of Administrative Services

1/13/15
Date

FOR THE UNION:


Adam Swihart
Staff Representative

1/12/15
Date

Susie Pritchard 1-13-15

Susie Pritchard Date
Department of Corrections

Courtney Supino RA 01/13/2015

Courtney Supino Date
Grievant



Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Grievance #s: IDAS# 15-0067; NC #1503
LRT Staff: Blair Parker

Agency/Department: Iowa Veterans Home
Director's Printed Name: Commandant Jodi Tymeson
Director's Signature: Jodi S. Tymeson
Date: 3-27-15 Approve: Deny:

Department of Administrative Services
Director's Printed Name: Janet E. Phipps
Director's Signature: Janet E. Phipps
Date: 03/27/2015 Approve: Deny:

Department of Management
Director's Printed Name: David Roederer
Director's Signature: David Roederer
Date: 3/27/15 Approve: Deny:

Office of the Attorney General
Reviewed by (Print Name): Eric Tabor
Reviewer's Signature: [Signature]
Date: 3/27/15 Reviewed: Redacted:

STATE OF IOWA
AND
TRACY HARMS

SETTLEMENT AGREEMENT

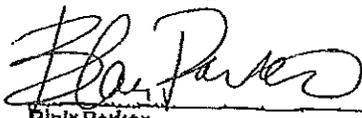
The State of Iowa, Department of Administrative Services and the Iowa Veterans Home, hereinafter the State, and Tracy Harms, grievant, hereinafter the Grievant, enter into the following Agreement in full and final resolution of the non-contract grievance, IDAS# 15-0057; NC 1503, that alleged a violation of Iowa Code 11-01.2 (6).

This Settlement arose out of a situation in which the Grievant was terminated from the State on July 22, 2014. The parties have agreed to the following:

1. Within two (2) weeks of full execution of this Agreement, Grievant shall be reinstated to the position of Administrative Assistant I (pay grade 21), restoring Grievant's initial hiring date to January 4, 1982.
2. Grievant's termination shall be reduced to a three (3) day suspension. If no further discipline occurs by March 1, 2016, then the three (3) day suspension shall be further reduced to a one (1) day suspension. If no further discipline occurs by September 1, 2016, then the one (1) day suspension shall be removed from the Grievant's personnel file. No payment of back pay, attorneys' fees or pension contributions are contemplated by this reduction in discipline.
3. The Grievant will be reimbursed eighty-five (85) hours of vacation leave accruals and one hundred and nineteen (119) hours of sick leave accruals.
4. The parties agree that this settlement agreement is not fully executed until all of the signatures on the State's Routing/Review Approval of Personnel Settlement as required by Executive Order 85 have been obtained.
5. In consideration of the foregoing, the Grievant withdraws the above referenced grievance.
6. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
7. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.
8. This settlement agreement is subject to Open Records and is available for public inspection and copying.

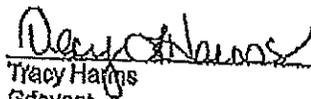
APPROVED AS TO FORM

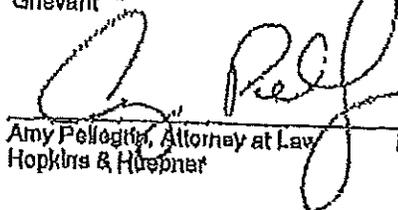
FOR THE STATE:


Blair Parker
Labor Relations Attorney
Iowa Department of Administrative Services
3/27/15
Date


Penny Cutler-Bernudez
Iowa Veterans Homes
3/27/15
Date

FOR THE GRIEVANT:


Tracy Harms
Grievant
3/27/15
Date


Amy Fellegitta, Attorney at Law
Hopkins & Huebner
3-27-15
Date



Iowa Department of Administrative Services

Service • Efficiency • Value

Governor Terry E. Branstad
Lt. Governor Kim Reynolds

Janet Phipps, Director

Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Laurie Allen DAS # 15-0001; AFSOME # 124966
LRT Staff: Jeff Edgar

Agency/Department: Iowa Workforce Development
Director's Printed Name: Beth Townsend
Director's Signature: Beth Townsend
Date: 4-2-15 Approve: Deny:

Department of Administrative Services
Director's Printed Name: Janet Phipps
Director's Signature: Janet Phipps
Date: 04/02/2015 Approve: Deny:

Department of Management
Director's Printed Name: David Roederer
Director's Signature: David Roederer
Date: 4/2/15 Approve: Deny:

Office of the Attorney General
Reviewed by (Print Name): Jeff Thompson
Reviewer's Signature: Jeff Thompson
Date: 4/3/15 Reviewed: Redacted:

**STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61
SETTLEMENT AGREEMENT**

The State of Iowa, Department of Administrative Services and Iowa Workforce Development, hereinafter the State, and the AFSCME Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance(s) filed by Laurie Allen, hereinafter the Grievant, AFSCME No. 124968/DAS No. 18-0001, 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 Grievant's discharge from employment with the State on or about June 24, 2014. The parties have agreed to the following:

1. Grievant agrees to resign in lieu of discharge for cause, acknowledges that he/she will be disqualified from future state employment pursuant to Iowa Administrative Code r. 11-64.2(6) and affirmatively agrees not to seek future State employment.
2. Grievant shall receive a lump sum payment of twelve thousand five hundred dollars (\$12,500.00), treated as taxable income at the flat tax rate and not subject to the IPERS deduction.
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.
7. This Settlement Agreement is not binding until completely approved in accordance with Executive Order 85.

FOR THE STATE:

FOR THE UNION:

APPROVED AS TO FORM

Jeff Edger 3/30/15
Jeff Edger Date
Labor Relations Specialist
Iowa Department of Administrative Services

Matt Buller 3/30/2015
Matt Buller Date
Staff Representative

Beth Townsend
Beth Townsend Date
Director, Iowa Workforce Development

Laurie Allen 3/30/2015
Laurie Allen Date
Grievant



Department of Justice

THOMAS J. MILLER
ATTORNEY GENERAL
JEFFREY THOMPSON
DEPUTY ATTORNEY GENERAL

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

Review of Personnel Settlement Agreement for the State Appeal Board

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

In the matter of: Deborah Dreyer vs. Anamosa State Penitentiary	
Agency/Department:	<u>Anamosa State Penitentiary</u>
Director's Printed Name:	<u>Jerry Bartruff</u>
Director's Signature:	
Date: <u>4-9-15</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
Department of Administrative Services	
Director's Printed Name:	<u>Janet E. Phipps</u>
Director's Signature:	
Date: <u>4/14/2015</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
Department of Management	
Director's Printed Name:	<u>David Roederer</u>
Director's Signature:	
Date: <u>4/14/15</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
Office of the Attorney General	
Reviewed by (Print Name):	<u>Jeffrey Thompson</u>
Reviewer's Signature:	
Date: <u>4/14/15</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter "Agreement") covering any and all claims is entered into between Deborah Dreyer (hereinafter "Claimant"), for herself, her heirs, executors, administrators, successors, and assigns, and State of Iowa (hereinafter "the State"), its agencies, officers, directors, employees, agents or representatives and all other related persons and organizations. In consideration of the settlements pursuant to Iowa Code section 85.35 and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- (1) **Voluntary Quit.** Claimant voluntarily quit her employment with the State.
- (2) **Waiver and Release.** Claimant will waive and release any and all claims against the State as follows:

A. **Waiver and Release.** Claimant hereby waives and releases all rights, claims, and causes of action that may be waived or released by law, both known and unknown, whether based on federal, state, or local law, against the State, its agencies, officers, directors, employees, agents or representatives and all other related persons and organizations. The release relates and applies to rights, claims, and causes of action arising from and during employment and/or termination of Claimant's employment with the State. Particularly, but without limiting the generality of the foregoing, Claimant's waiver and release applies to claims Claimant may have under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000(e) et seq., the Civil Rights Act of 1991, as amended; the Retirement Income Security Act, as amended, 29 U.S.C. §1002 et seq., the Iowa Civil Rights Act of 1965, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Americans with Disabilities Act, the Family Medical Leave Act of 1993, all similar local laws and regulations, and all statutory and common law causes of action, any express or implied contract, a breach of public policy, intentional interference with an employment contract, claims for any delay or denial of payment of benefits, or any other wrongful discharge claim or any other claim under local, state or federal statute or common law, now or hereafter recognized and any other claims which could have been asserted in any court of law or other forum, including but not limited to any claims for attorney's fees or costs.

B. **Older Workers Benefit Protection Act of 1990.** Claimant acknowledges that the terms of the Agreement fully comply with the Older Workers Benefit Protection Act of 1990, as amended, and that such terms are therefore final and binding. Specifically, Claimant acknowledges that:

1. The terms of the Agreement are not only understandable, but are fully understood by Claimant, and if any term is not understandable, then Claimant is to advise the State immediately.
2. The agreement specifically refers to Claimant's rights, claims, and causes of action under the Federal Age Discrimination in Employment Act, as

well as the laws of the State of Iowa prohibiting age discrimination, and Claimant understands that such rights and claims are being irrevocably waived by Claimant.

3. The payment and/or other benefits provided pursuant to the Agreement are in addition to those things to which Claimant is otherwise entitled as an employee voluntarily terminating her employment with the State and such payments and/or other benefits constitute adequate consideration to make the Agreement final and binding.

4. Claimant has been advised Claimant has the right to consult with an attorney before executing the Agreement and the State encourages Claimant to do so.

5. Claimant shall have twenty-one (21) days from the date of receipt of the Agreement to review and execute it. Claimant may, in Claimant's sole discretion, sign the Agreement at any time during the twenty-one (21) days.

6. Claimant shall have seven (7) days from the date of signing the Agreement to revoke her signature. In order to revoke her signature, Claimant must deliver written revocation to Sarah C. Brandt at 1305 E. Walnut Street, Des Moines, IA 50319 within seven (7) days of execution. Unless revoked as provided herein, the Agreement shall become effective upon the expiration of the seven (7) day revocation period. No payments by the State of the consideration for the Agreement shall be due or owed to Claimant until the seven (7) day revocation period has expired.

(3) **Covenant Not to Sue or File Administrative Complaint.** Claimant agrees not to request, or not to directly or indirectly cause, any governmental agency or other person to commence any investigation or bring any action against the State, and Claimant waives any remedy or recovery in any action which may be brought on Claimant's behalf by any government agency or other person for any past events.

(4) **Concomitant Settlement.** The Agreement is being executed as part of a concomitant settlement of a claim for workers' compensation benefits for injuries alleged to have arisen out of and in the course of employment with the State. It is agreed that should Claimant revoke, breach, or fail to execute the Agreement, the State may elect to revoke or rescind the settlement of the associated workers' compensation claims, at its option. Claimant further agrees that Claimant will execute any other documents that may be deemed necessary or desirable by the State to effectuate the terms of the Agreement and the concomitant workers' compensation settlement in the or any other jurisdiction.

(5) **No Admission of Liability.** The terms of the Agreement are voluntarily accepted for the purpose of making a full and final compromise, adjustment, and settlement of any and all claims, disputed or otherwise, which Claimant may have had or may now have. The exchange of any consideration for the Agreement shall not be considered an admission of liability by any party to the Agreement.

(6) **Reliance.** Claimant represents that Claimant is freely and voluntarily executing the Agreement solely in reliance on Claimant's own knowledge, belief, and judgment, and

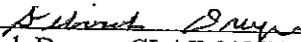
not upon any representations made by any party or their attorney. Claimant acknowledges and certifies that Claimant has read the terms of the Agreement prior to signing it and has had full and ample opportunity to consult with and obtain the advice of Claimant's attorney.

(7) **Entire Agreement.** The Agreement constitutes the entire agreement between the parties pertaining to the subject matter of the Agreement, and it supersedes all negotiations and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matter of the Agreement. The above-mentioned consideration is all that will be received for these claims and no promise for any other or further consideration has been made by anyone. No agreements, discussions, or understandings not expressed in the Agreement shall be binding on the parties or shall affect the Agreement in any way.

(8) **Laws.** The Agreement shall be construed under the laws of the State of Iowa, without regard to the principles of conflicts of law, and any action to construe or enforce the Agreement shall be brought in the courts of the State of Iowa.

(9) **Severability.** If any terms of the Agreement shall, to any extent, be construed to be invalid or unenforceable, then such term shall be construed in a manner so as to permit its enforceability to the fullest extent under the applicable law. In any case, the remaining terms of the Agreement shall remain in full force and effect.

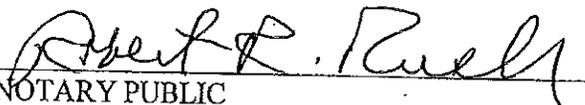
IN WITNESS WHEREOF, the undersigned has executed the Agreement.



Deborah Dreyer, CLAIMANT

Subscribed and sworn to the 28TH day of MARCH, 2015.

Notary Seal - Iowa
Robert Rush
Commission No. 164230
My commission exp. 03/09/2016



NOTARY PUBLIC



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: Cheri Wells (AFS #101898; DAS #14-0517)

LRT Staff: Jeff Edgar

Agency/Department: Charles Palmer

Director's Printed Name: Charles M. Palmer

Director's Signature: x C M Palmer

Date: 4-15-15 Approve: Deny:

Department of Administrative Services

Director's Printed Name: Janet Phipps

Director's Signature: Janet Phipps

Date: 04/16/2015 Approve: Deny:

Department of Management

Director's Printed Name: David Roederer

Director's Signature: David Roederer

Date: 4/17/15 Approve: Deny:

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

Reviewer's Signature: Jeff Thompson

Date: 3/24/15 Reviewed: Redacted:

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

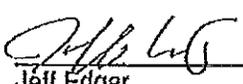
The State of Iowa, Department of Administrative Services and Department of Human Services, Mount Pleasant Mental Health Institute, hereinafter the State, and the AFSCME Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance(s) filed by Cheryl Wells, hereinafter the Grievant, Union No. 101898 / DAS No. 14-0517, 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 Grievant's discharge from employment with the State on or about May 16, 2014. The parties have agreed to the following:

1. Upon execution of this Agreement, the termination letter in Grievant's personnel file will be removed and replaced with this Agreement, which shall constitute a voluntary resignation effective May 16, 2014.
2. In consideration of the foregoing, the Union withdraws 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 Iowa's Open Records law and is available for public inspection and copying.
6. This Settlement Agreement is not binding until completely approved in accordance with Executive Order 85.

FOR THE STATE:

APPROVED AS TO FORM

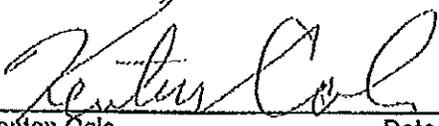
 4/13/15

Jeff Edgar Date
Labor Relations Specialist
Iowa Department of Administrative Services

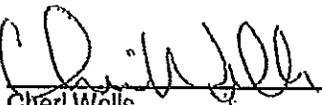
 4-15-15

Charles M. Palmer Date
Director, Dept. of Human Services

FOR THE UNION:

 4-8-15

Kenton Cole Date
Staff Representative

 4/2/15

Cheryl Wells Date
Grievant