Iowa Department of Administrative Services

Service • Efficiency • Value

DAS

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: Kevin Smith (AFSCME) & Iowa Correctional Institution For Women; DAS No. 13-0349; AFSCME No: 116338; PERB No. 14-GA-090

LRT Staff: Jeff Edgar

Agency/Department: Corrections - ICIW

Director's Printed Name: John Baldwin

Director's Signature: John Baldwin

Date: 24 JUL 2014 Approve: [X] Deny: [ ]

Department of Administrative Services

Director's Printed Name: Janet Phipps

Director's Signature: Janet E Phipps

Date: 7/3/2014 Approve: [X] Deny: [ ]

Department of Management

Director's Printed Name: David Roederer

Director's Signature: David Roederer

Date: 7/8/14 Approve: [X] Deny: [ ]

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

Reviewer's Signature: Jeff Thompson

Date: 7/9/14 Reviewed: [X] Redacted: [ ]

No redactions AAD

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Iowa Department of Corrections (Iowa 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 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

6/19/14
Jeffrey Edgar — Date
Labor Relations
Iowa Department of Administrative Services

6/19/14
Bryan Reicks — Date
DOC-ICIW

FOR THE UNION:

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

6/23/14
Kevin Smith — 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: 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 ☑

AFSCME Iowa Council 61

JUN 23 7

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61 for STEVEN WARNER

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Motor Vehicles ("DMV")/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 STEVEN WARNER, hereinafter the Grievant, AFSCME No. 124993/DAS No. 14-0406, 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 from employment with the State on or about February 24, 2014. The parties have agreed to the following:

1. Grievant agrees to resign in lieu of discharge for cause, acknowledges that he will be disqualified from future state employment pursuant to Iowa Administrative Code r. 11--54.2(6) and affirmatively agrees not to seek future State employment.
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.

FOR THE STATE:

APPROVED AS TO FORM

Teddra Porfeotis, J.D. — Date 7/8/14
Labor Relations Specialist
Iowa Department of Administrative Services

Linda Anderson — Date 7-7-14
Iowa Department of Transportation

FOR THE UNION:

Greg Lewis — Date 6/17/2014
Staff Representative

Steven Warner — Date 6/18/14
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: 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 Trombino III

Director's Signature:

Date: 7/8/2014 Approve: ☒ Deny: ☐

Department of Administrative Services

Director's Printed Name: Janet E. Phipps

Director's Signature:

Date: 7/8/2014 Approve: ☒ Deny: ☐

Department of Management

Director's Printed Name: David Roederer

Director's Signature:

Date: 7/9/14 Approve: ☒ Deny: ☐

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

Reviewer's 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. 123140 /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

Linda Anderson 6-26-14
Linda Anderson Date
Department of Transportation

FOR THE UNION:

Adam Swihart 6/25/14
Adam Swihart Date
Staff Representative

Pamela M Cook 6-25-14
Pamela Cook 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: David Raynor, Anamosa State Penitentiary (DAS#14-0468/AFSCME#124823)

LRT Staff: Jasmina Sarajlija

Agency/Department: Department of Corrections

Director's Printed Name: John Baldwin

Director's Signature: John Baldwin

Date: 9 July 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: [illegible]

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 Raynor, hereinafter the Grievant, AFSCME No.124023 /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

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

6/27/14
William Sperfslage — Date
Deputy Warden
Anamosa State Penitentiary

FOR THE UNION

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

6-24-14
David Raynor — 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: Kevin Knebel vs. Iowa Department of Public Safety

Agency/Department: Department of Public Safety

Director's Printed Name: Larry Noble

Director's Signature: [signature]

Date: 7/2/14 Approve: ☑ Deny: ☐

Department of Administrative Services

Director's Printed Name: Janet E. Phipps

Director's Signature: [signature]

Date: 7/15/2014 Approve: ☑ Deny: ☐

Department of Management

Director's Printed Name: David Roederer

Director's Signature: [signature]

Date: 7/15/14 Approve: ☒ Deny: ☐

Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson

Reviewer's Signature: [signature]

Date: 7/18/14 Approve: ☒ Deny: ☐

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 • Efficiency • Value

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

DAS

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: Bill Dikeman was issued a 6 day suspension [redacted]

LRT Staff: Teddra J. Portedus, J.D.

Agency/Department: IWD - Central Office

Director's Printed Name: Theresa Wahlert

Director's Signature: [signature]

Date: 7-14-14 Approve: ☑ Deny: ☐

Department of Administrative Services

Director's Printed Name: Janet E. Phipps

Director's Signature: [signature]

Date: 7/14/2014 Approve: ☑ Deny: ☐

Department of Management

Director's Printed Name: David Roederer

Director's Signature: [signature]

Date: 7/14/14 Approve: ☒ Deny: ☐

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

Reviewer's Signature: [signature]

Date: 7/16/14 Reviewed: ☐ Redacted: ☒

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. 14-0290, AFSCME No. 124964, 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:

APPROVED AS TO FORM

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

Jon Nelson 6/5/14 Date
Employee Relations Manager
Iowa Workforce Development

FOR THE UNION:

Greg Lewis 6-5-14 Date
Union Representative
AFSCME Iowa Council 61

Phil Dirksen 6/6/2014 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
Teddra J. Porteous, J.D. Date
Labor Relations Specialist
Iowa Department of Administrative Services

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

FOR THE UNION:

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

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

DAS

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

LRT Staff: Jeff Edgar

Agency/Department: Corrections

Director's Printed Name: John Baldwin

Director's Signature: John Baldwin

Date: 11 AUG 14 Approve: ☒ Deny: ☐

Department of Administrative Services

Director's Printed Name: Janet Phipps

Director's Signature: Janet E Phipps

Date: 8/11/2014 Approve: ☒ Deny: ☐

Department of Management

Director's Printed Name: David Roederer

Director's Signature: David Roederer

Date: 8/11/14 Approve: ☒ Deny: ☐

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

Reviewer's Signature: Jeff Th

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/IUP No. 13-008 /DAS No. 14-0303, that alleged a violation of Article IV, Section 11 (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 day suspension without pay related to an incident that occurred during a team meeting in the presence of an offender on or about November 5, 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 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

Neil Barrick 8/1/14
Neil Barrick — Date
Labor Relations Specialist
Iowa Department of Administrative Services

Daniel Craig — Date
Iowa Medical Classification Center

FOR THE UNION:

Michael Hansen 8-6-2014
Michael Hansen — 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 Pikis 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): Eric Tabor

Reviewer's Signature: Eric Tabor

Date: 9/11/14 Reviewed: ☒ Redacted: ☐ no redacts

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 Pikis (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. 13-0597, and AFSCME No. 121269/DAS No. 13-0596 that alleged violations of Article IV, Section 9 (Discipline and Discharge) and Article X, Section 3 (Leaves of Absence Without Pay) of the 2013-2015 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 26, 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 20, 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:

APPROVED AS TO FORM

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

Jean Slaybaugh — Date
Iowa Department of Human Services

FOR THE UNION:

Ty Culkomp — Date
Staff Representative

Marina Pikis — 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: 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: John Baldwin

Date: 9 SEPT. 14 Approve: [X] Deny: [ ]

Department of Administrative Services

Director's Printed Name: Janet Phipps

Director's Signature: Janet Phipps

Date: 9/9/2014 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): Jeff Thompson

Reviewer's Signature: [signature]

Date: 9/16/14 Reviewed: [X] 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, [redacted]. 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:

APPROVED AS TO FORM

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

8/12/14
Daniel Craig — Date
IMCC

FOR THE UNION:

Earlene Anderson 8-11-14
Earlene Anderson — Date
Staff Representative

Kimberlee Clark RN 8/12/14
Kimberlee Clark — 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: 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: John Baldwin

Date: 9 SEPT. 14 Approve: ☒ Deny: ☐

Department of Administrative Services

Director's Printed Name: Janet Phipps

Director's Signature: Janet E Phipps

Date: 9/9/2014 Approve: ☑ Deny: ☐

Department of Management

Director's Printed Name: David Roederer

Director's Signature: [illegible]

Date: 9/11/14 Approve: ☒ Deny: ☐

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

Reviewer's Signature: [illegible]

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:

APPROVED AS TO FORM

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

Daniel Craig — Date
Iowa Medical Classification Center

FOR THE UNION:

Earlene Anderson 8/13/14
Earlene Anderson — Date
Staff Representative

8/13/14
Mitchell Sherman — 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: 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: [x] 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: [X] Deny: [ ]

Office of the Attorney General

Reviewed by (Print Name): Todd Thompson

Reviewer's Signature: [signature]

Date: 9/24/14 Reviewed: [X] Redacted: [ ]

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of 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. 121613/DAS No. 15-0078, that alleged violations 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 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 those 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:

APPROVED AS TO FORM

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

9/18/14
Samuel P. Langholz — Date
State Public Defender

FOR THE UNION:

9-18-14
Otto Greenewald — Date
Staff Representative

9/18/14
Kaz Long — 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: Barb Trede – Child Support Recovery Unit (CSRU)

LRT Staff: Stephanie Reynolds

Agency/Department: DHS – CSRU

Director's Printed Name: Charles M. Palmer

Director's Signature: C M Palmer

Date: Sept 24, 14 Approve: ☑ Deny: ☐

Department of Administrative Services

Director's Printed Name: Janet E. Phipps

Director's Signature: Janet E Phipps

Date: 09/29/2014 Approve: ☑ Deny: ☐

Department of Management

Director's Printed Name: David Roederer

Director's Signature: David Roederer

Date: 9/29/14 Approve: ☑ Deny: ☐

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

Reviewer's Signature: [signature]

Date: 10/3/14 Reviewed: ☒ Redacted: ☐

STATE OF IOWA
AND
AFSCME Council 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Human Services/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 Trede, hereinafter the Grievant, AFSCME Nos. 96148 (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:

APPROVED AS TO FORM

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

9/19/14
Carol Eaton — Date
Department of Human Services

FOR THE UNION:

9/17/2014
Matt Butler — Date
Staff Representative

Barbara Trede — Date
Grievant

CMP.

Iowa Department of Administrative Services

Service • Efficiency • Value

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

DAS

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 6/27 – WRC disciplined Ms. Marilyn Seeman [redacted] AFSCME Iowa Council 61 alleged that [redacted] 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: CM Palmer

Date: 10-14-14 Approve: ☒ Deny: ☐

Department of Administrative Services

Director's Printed Name: Janet E. Phipps

Director's Signature: Janet E. Phipps

Date: 10-15-2014 Approve: ☒ Deny: ☐

Department of Management

Director's Printed Name: David Roederer

Director's Signature: David Roederer

Date: 10/15/14 Approve: ☒ Deny: ☐

Office of the Attorney General

Reviewed by (Print Name): Judy Thompson

Reviewer's Signature: [illegible]

Date: 10/17/14 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 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 [redacted]

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 end 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

10/6/14

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

FOR THE UNION:

Greg A Lewis 10/02/2014

Greg Lewis Date
Staff Representative

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: Nicki Gray (Termination)

LRT Staff: Stephanie Reynolds

Agency/Department: Human Services – Glenwood Resource Center

Director's Printed Name: Charles Palmer

Director's Signature: C M Palmer

Date: 10-15-14 Approve: ☒ Deny: ☐

Department of Administrative Services

Director's Printed Name: Janet E. Phipps

Director's Signature: Janet E Phipps

Date: 10-15-2014 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: [illegible]

Date: 10/17/14 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 grievance filed by Nicki Gray (hereinafter the "Grievant"), AFSCME No. 120106/DAS No. 13-0827 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:

APPROVED AS TO FORM

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

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

FOR THE UNION:

10/14/2014
Matt Buller — Date
Staff Representative

10-14-14
Nicki Gray — Date
Grievant

Iowa Department of Administrative Services

Service • Efficiency • Value

DAS

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: Norma Lisa Orth, IWD – Region 16 (DAS#14-0569/AFSCME#99047)

LRT Staff: Jasmina Sarajlija

Agency/Department: Iowa Workforce Development

Director's Printed Name: Teresa Wahlert

Director's Signature: Teresa Wahlert

Date: 10-15-14 Approve: ☑ Deny: ☐

Department of Administrative Services

Director's Printed Name: Janet E. Phipps

Director's Signature: Janet E. Phipps

Date: 10-16-2014 Approve: ☑ Deny: ☐

Department of Management

Director's Printed Name: David Roederer

Director's Signature:

Date: 10/16/14 Approve: ☑ Deny: ☐

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

Reviewer's Signature:

Date: 10/17/14 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 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 Norma Lisa Orth, hereinafter the Grievant, AFSCME No.99047 IDAS No.14-0589, that alleged a violation of Article VI, Section 2 (General Layoff Procedures) of the 2013-2015 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 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

10-6-14
Jasmine Sarajlija — Date
Labor Relations Attorney
Iowa Department of Administrative Services

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

FOR THE UNION

9-29-14
Otto Groenewald — Date
Staff Representative
AFSCME Iowa Council 61

9-29-14
Norma Lisa Orth — Date
Grievant

Iowa Department of Administrative Services

Service • Efficiency • Value

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

DAS

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 E. Phipps

Date: 10/16/2014 Approve: ☑ Deny: ☐

Department of Management

Director's Printed Name: David Roederer

Director's Signature: _____

Date: 10/16/14 Approve: ☑ Deny: ☐

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

Reviewer's Signature: _____

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. (TMRPs ÷ 26) = 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 x (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 – 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.

5. 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 Homan — 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.

Attach supporting documentation to the back of this form

STATE OF IOWA

TP

TRAVEL PAYMENT

DOCUMENT NUMBER

PURPOSE OF TRAVEL: ☐ NORMAL JOB DUTIES ☐ MEETING ☐ TRAINING ☐ CONFERENCE/SEMINAR ☐ STAFF DEVELOPMENT ☐ REQUIRED BY FEDERAL GOVERNMENT ☐ OTHER (SPECIFY)

NAME AND HOME ADDRESS

ALTERNATE ADDRESS (Send warrant to)

ACCOUNTING USE ONLY-REFERENCE ALL OTHER RELATED DOCUMENTS.

DOC #	DATE PAID	DOC #	DATE PAID

YEAR 2014 — TIME — TRAVEL — ☐ STATE VEHICLE ☐ PERSONAL VEHICLE — MEALS — LODGING — TRANSPORT AND OTHER EXPENSES

MMDD	LEFT	RETURN	FROM	TO	MILES	RATE	CHARGE	BREAKFAST	LUNCH	DINNER	TOTAL	REIMB TOTAL	ACTUAL	REIMB TOTAL	CODE	AMOUNT
				TOTALS												

TRANS AND OTHER EXPENSE: A - AIR, B - BUS/CAB, D - LD PHONE, F - LOCAL PHONE, L - LAUNDRY, P - PARKING, R - REGISTRATION, S - SUPPLIES, T - TOLLS, O - OTHER (Specify)

DOCUMENT TOTAL	
LESS Travel Advances	
LESS Travel Pcard Pymts	
REIMBURSEMENT REQUESTED	

ROUTING USE OF THIS FORM IS TO FULFILL IRS REQUIREMENTS, IDENTIFY INDIVIDUAL CLAIMS FOR PUBLIC INSPECTION, PROVIDE THE STATE VEHICLE DISPATCHER INFORMATION, AND TO PREPARE THE ANNUAL SALARY BOOK.

CLAIMANT'S CERTIFICATION

I CERTIFY THAT THE ITEMS FOR WHICH PAYMENT/REIMBURSEMENT IS CLAIMED WERE FURNISHED FOR STATE BUSINESS UNDER THE AUTHORITY OF THE LAW AND THAT THE CHARGES ARE REASONABLE, PROPER, AND CORRECT, AND NO PART OF THIS CLAIM HAS BEEN REIMBURSED OR PAID BY THE STATE, EXCEPT ADVANCES SHOWN, AND I UNDERSTAND THE ROUTINE USES OF THIS FORM.

COMMUTING MILES EXCL? ☐ Y ☐ N — MILES VICINITY MILES? ☐ Y ☐ N — DIRECT DEPOSIT ☐ Y ☐ N — WARRANT TO ALT ADDRESS? ☐ Y ☐ N

TITLE

DEPARTMENT TO BE CHARGED

EMPLOYEE VENDOR #

BOARD OR COMMISSION MEMBER? ☐ YES

CLAIMANT'S SIGNATURE

DATE

DEPARTMENT CERTIFICATION

I CERTIFY THAT THE ABOVE EXPENSES WERE INCURRED AND THE AMOUNTS ARE CORRECT AND SHOULD BE PAID FROM THE FUNDS APPROPRIATED BY CODE OR CHAPTER SECTIONS(S)

TRAVEL DEPARTMENT AUTHORIZATION NUMBER:

TRAVEL APPROVAL (SUPERVISOR'S SIGNATURE)

TP — DOC NUMBER — DOC DATE — ACCTG PERIOD — BUDGET FY — ADDR OVERRIDE Y/N — VENDOR# — DOC TOTAL

LINE	FUND	DEPT	UNIT	SUB UNIT	OBJT	SUB OBJT	EMPLOYEE VENDOR #	AMOUNT
01								
02								
03								
04								
05								
06								

DOCUMENT TOTAL

TP — WARRANT # — AUDITED BY — PAID DATE

EXHIBIT A

Iowa Department of Administrative Services
Service • Efficiency • Value

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

DAS

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: John Baldwin

Date: 20 Oct. 14 Approve: ☒ Deny: ☐

Department of Administrative Services

Director's Printed Name: Janet E. Phipps

Director's Signature: Janet E. Phipps

Date: 10/20/2014 Approve: ☒ Deny: ☐

Department of Management

Director's Printed Name: David Roederer

Director's Signature: David Roederer

Date: 10/23/14 Approve: ☒ Deny: ☐

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

Reviewer's 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.124834 /DAS No.14-0144, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2013-2015 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant received a three (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

10.18.14
Jasmina Serajlija — Date
Labor Relations Attorney
Iowa Department of Administrative Services

10/17/14
William Sperlsage — Date
Deputy Warden
Anamosa State Penitentiary

FOR THE UNION

10/18/14
Robin White — Date
Staff Representative
AFSCME Iowa Council 61

10/6/14
Spike Edwards — 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: 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: [illegible] Approve: ☒ Deny: ☐

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

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. 14-0515, 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 [redacted] 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:

APPROVED AS TO FORM

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

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

FOR THE UNION:

Preston DeBoer 9.4.2014
Preston DeBoer — Date
Staff Representative

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:

Date: 10/31/2014 Approve: [X] Deny: [ ]

Department of Management

Director's Printed Name: David Roederer

Director's Signature:

Date: 10/31/14 Approve: [X] Deny: [ ]

Office of the Attorney General

Reviewed by (Print Name): Jeff Hampson

Reviewer's Signature:

Date: 11/6/14 Reviewed: [X] Redacted: [ ]

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Corrections - Iowa Medical Classification Center ("IMCC"), hereinafter the State, and the AFSCME Iowa Council 61, 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 AFSCME number below, notwithstanding the procedural status of any matter identified:

- Brandee Holmelberg; DAS # 14-0460; AFSCME # 129799
- Tamara Rosales; DAS # 13-0340; AFSCME # 117106; PERB # 14-GA-164
- Tamara Rosales; DAS # 13-0347; AFSCME # 116945; PERB # 14-GA-153
- Tamara Rosales; DAS # 13-0348; AFSCME # 116866; PERB # 14-GA-152
- Tamara Rosales; DAS # 13-0604; AFSCME # 124004; PERB # 14-GA-151
- Tamara Rosales; DAS # 13-0614; AFSCME # 116987; PERB # 14-GA-150
- Tamara Rosales; DAS # 13-0805; AFSCME # 117101; PERB # 14-GA-149
- Dan Peters; DAS # 13-0560; AFSCME # 122211; PERB # 14-GA-138
- Dan Peters; DAS # 13-0532; AFSCME # 117077
- Dan Peters; DAS # 13-0531; AFSCME # 117076
- Dan Peters; DAS # 13-0530; AFSCME # 117075
- Dan Peters; DAS # 13-0510; AFSCME # 117058
- Gary Perry; DAS # 13-0621; AFSCME # 117060; PERB # 14-GA-137
- Clarissa Allen; DAS # 14-0324; AFSCME # 123989
- Clarissa Allen; DAS # 13-0563; AFSCME # 117103
- Leann Dauna-Tashau; DAS # 13-0459; AFSCME # 124086
- Leann Dauna-Tashau; DAS # 13-0618; AFSCME # 117107
- Alicia Brown; DAS # 13-0806; AFSCME # 128138
- Heather Van Trump; DAS # 13-0562; AFSCME # 117047
- Heather Van Trump; DAS # 13-0533; AFSCME # 117079
- Heather Van Trump; DAS # 13-0403; AFSCME # 117084
- Amanda LaSalle; DAS # 13-0600; AFSCME # 123770
- Amanda LaSalle; DAS # 13-0607; AFSCME # 123780
- Joanna Sylvester; DAS # 14-0067; AFSCME # 117079
- Kelly Foulon; DAS # 13-0559; AFSCME # 122212
- Valerie Brandel; DAS # 13-0819; AFSCME # 117070
- Nina Harzog; DAS # 13-0591; AFSCME # 119083
- Rita Lewing; DAS # 14-0004; AFSCME # 124010
- Josh Avestolette; DAS # 13-0807; AFSCME # 117086
- Amy Lanyha; DAS # 13-0840; AFSCME # 111292
- Della Covington; DAS # 13-0594; AFSCME # 124063

(hereinafter collectively "Grievants"), that allege a violation of Article 10, Section 11 (Paid Annual Leave of 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. IMCC 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. IMCC 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 IMCC 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 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

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

10/27/14
Dan Craig — Date
IMCC Warden

10/29/2014
Jane Philpott — Date
Director
Iowa Department of Administrative Services

FOR THE UNION:

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

10/25/14
Marty Hathaway — Date
Local President

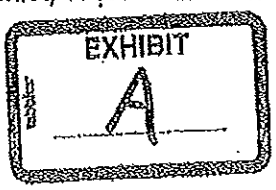
10/29/2014
Danny Homes — Date
President
AFSCME Iowa Council 61

Posts for Nursing

M-F (Days and PMs)	Weekends (Days & PMS)
East Unit- 1 RN	East/West-1 RN
West Unit-1 RN	
Skilled Nursing unit- 1 RN, 1 RN or LPN, 1 NUC	1 RN plus 1 LPN or NUC
O unit-1 License	1 License
Clinic-2 RNS or RN and LPN, 1 NUC	1 RN
P/Q-1 License	1 License
LTA-License + 1 NUC	1 License + 1 NUC
STA-License + 1 NUC	1 License
Pill Room-2 Licensed (RN or LPN)	2 Licensed (RN or LPN)
16 (12 License)	11 (9 License)

Midnights(M-F)	Midnights (weekends)
East/West- 1 RN	East/West-1 RN
Skilled Nursing-1 RN +1LPN or RN + 1 NUC	Skilled Nursing-1 RN+ 1
O unit- 1 License	O unit- 1 license
Clinic-Duty Nurse + 1 license or NUC	Clinic-Duty nurse
P/Q 1 License	P/Q-1 License
LTA-1 license + 1 NUC	LTA- 1 license
STA- 1 license + 1 NUC	STA-1 license
Pill Room-1 License	Pillroom-1
11 (7 license)	9 (7 license)

+Addition of M unit +Hospice East/West +Only one nurse coverage for units most of the time



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 reducations 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

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: Leann DeVos-Techau; AFSCME # 101310; DAS # 15-0076

LRT Staff: Jeff Edgar

Agency/Department: Corrections

Director's Printed Name: John Baldwin

Director's Signature: John Baldwin

Date: 28 Oct.14 Approve: [X] Deny: [ ]

Department of Administrative Services

Director's Printed Name: Janet Phipps

Director's Signature: Janet S. Phipps

Date: 10/29/2014 Approve: [X] Deny: [ ]

Department of Management

Director's Printed Name: David Roederer

Director's Signature: David Roederer

Date: 10/30/14 Approve: [X] Deny: [ ]

Office of the Attorney General

Reviewed by (Print Name):

Reviewer's 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:

APPROVED AS TO FORM

10/9/14
Jeffrey Edgar — Date
Labor Relations Specialist
Iowa Department of Administrative Services

9-16-14
Daniel Craig — Date
Warden, IMCC

FOR THE UNION:

Earlene Anderson 9-16-2014
Earlene Anderson — Date
Staff Representative

9-19-14
Leann DeVos-Techau — 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: Jennifer Ledvina, DAS # 14-0554, 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:

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
Jeffrey Edgar — Date
Labor Relations Specialist
Iowa Department of Administrative Services

10/29/14
Bryan Reicks — Date
DOC-ICIW

FOR THE UNION:

10/31/14
Adam Swihart — Date
Staff Representative

10/29/14
Jennifer Ledvina — 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: Thomas Erickson, DAS # 14-0464, AFSCME # 124616

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 E 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:

Date: [redacted] 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 2013-2015 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 25, 2014. The parties have agreed to the following:

1. The one (1) day suspension shall be reduced to a written reprimand on March 25, 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

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

B. Reicks 10/29/14
Bryan Reicks — Date
DOC-ICIW

FOR THE UNION:

10/29/14
Adam Swihart — Date
Staff Representative

Thomas Erickson 10/29/14
Thomas Erickson — 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: 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: John Baldwin

Date: 28 Oct 14 Approve: [X] Deny: [ ]

Department of Administrative Services

Director's Printed Name: Janet E. Phipps

Director's Signature: Janet E. Phipps

Date: 11/07/2014 Approve: [X] Deny: [ ]

Department of Management

Director's Printed Name: David Roederer

Director's Signature:

Date: 11/10/14 Approve: [X] Deny: [ ]

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

Reviewer's Signature:

Date: Reviewed: [X] Redacted: [ ]

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Anamosa State Penitentiary, hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Darren Pierce, hereinafter the Grievant, AFSCME No.303601 IDAS No.14-0148, that alleged a violation of Article IV, Section 4 (Discipline and Discharge) of the 2013-2015 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant received a five (5) day suspension without pay on or about 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 owed 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 or 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 released 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

Joshua Sarallja 10-27-14
Joshua Sarallja — Date
Labor Relations Attorney
Iowa Department of Administrative Services

William Spaniolego 10/24/14
William Spaniolego — Date
Deputy Warden
Anamosa State Penitentiary

FOR THE UNION

10/28/14
Robin White — Date
Staff Representative
AFSCME Iowa Council 61

Darren R. Pierce 10/30/2014
Darren Pierce — 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: 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: [signature]

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 118636, that alleged a violation of Article IV, Section 9 of the 2013-2015 Collective Bargaining Agreement between the parties.

[redacted]. 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 sixth 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

Service • Efficiency • Value

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

DAS

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 Loaiza & 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: C M 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: [illegible]

Date: 12/2/14 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 Virginia Loaiza, hereinafter the Grievant, AFSCME No. 122633 / DAS No. 13-0124, PERB No. 14-GA-086, that alleged a violation of Article IV, Section 6 (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:

APPROVED AS TO FORM

11/21/14
Teodora Rorieque — Date
Labor Relations Specialist
Iowa Department of Administrative Services

11-21-14
Marsha Edgington — Date
Agency Name

FOR THE UNION:

11/18/2014
Greg Lewis — Date
Staff Representative

11/19/14
Virginia Loaiza — 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: Department of Natural Resources vs. Angela Foehring-Nkanta

LRT Staff: Teddra Porteous and Michelle Grau

Agency/Department: Iowa Department of Natural Resources

Director's Printed Name: Chuck Gipp

Director's Signature: Chuck Gipp

Date: 11/18/2014 Approve: ☒ Deny: ☐

Department of Administrative Services

Director's Printed Name: Janet E. Phipps

Director's Signature: Janet E. Phipps

Date: 11/20/2014 Approve: ☒ Deny: ☐

Department of Management

Director's Printed Name: David Roederer

Director's Signature: David Roederer

Date: 11/21/14 Approve: ☒ Deny: ☐

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

Reviewer's Signature:

Date: 12/2/14 Reviewed: ☒ Redacted: ☐

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

The State of Iowa, Department of Administrative Services and Iowa Department of Natural Resources ("State") and UE Local 893 - Iowa United Professionals ("Union") enter into the following Settlement Agreement ("Agreement") in full and final resolution of the grievance filed by Angela Foehring-Nkauta ("Grievant"), collectively (the "Parties"), IUP No.14-019 / DAS No. 14-0481, that alleged a violation of Article IV, Section 11 (Discipline and Discharge) of the 2013-2015 Collective Bargaining Agreement between the Parties.

This Agreement arose out of Grievant's discharge from employment with State on or about April 24, 2014. The Parties agree to the following:

1. Upon execution of this Agreement, the April 24, 2014 termination letter in Grievant's file will be removed and replaced with this Agreement, which shall constitute her voluntary resignation.
2. In consideration of the foregoing, 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 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 STATE:
APPROVED AS TO FORM

Teddra Porteous 11/17/14
Date
Teddra Porteous
Labor Relations Specialist
Iowa Department of Administrative Services

Chuck Gipp 9/22/14
Date
Chuck Gipp
Director
Iowa Department of Natural Resources

FOR UNION:

Greg A. Cross 11/12/14
Date
Greg A. Cross
UE International Representative

Angela Foehring-Nkauta 11/4/14
Date
Angela Foehring-Nkauta
Grievant

Iowa Department of Administrative Services

Service • Efficiency • Value

Governor Terry E. Branstad
Lt. Governor Kim Reynolds

Janet Phipps, Director

DAS

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:

Date: 9/25/14 Approve: ☒ Deny: ☐

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

Reviewer's Signature:

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 2013-2015 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 [redacted].

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:

APPROVED AS TO FORM

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

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

FOR THE UNION:

10-26-14
Otto Groenewald — Date
Union Representative

PER PHONE CALL W/DONN 11-18-14
Donn Lowney — 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: Rick Ernst DAS No. 13-0487; PERB No. 15-GA-014; AFSCME No. 96189

LRT Staff: Jeff Edgar

Agency/Department: Human Services

Director's Printed Name: Chuck Palmer

Director's Signature: C M Palmer

Date: 12-3-14 Approve: ☒ Deny: ☐

Department of Administrative Services

Director's Printed Name: Janet Phipps

Director's Signature: Janet E Phipps

Date: 12/03/2014 Approve: ☑ Deny: ☐

Department of Management

Director's Printed Name: David Roederer

Director's Signature:

Date: 12/4/14 Approve: ☒ Deny: ☐

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

Reviewer's Signature:

Date: 12/8/14 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 – 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:

APPROVED AS TO FORM

11/7/14
Jeffrey Edgar — Date
Labor Relations Specialist
Iowa Department of Administrative Services

11/5/14
Georgeanne Cassidy-Wescott — Date
DHS - Independence MHI

FOR THE UNION:

11/5/14
Robin White — Date
Staff Representative

11/5/14
Rick Ernst — 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: Monica Nye

LRT Staff: Stephanie Reynolds

Agency/Department: Department of Corrections – Iowa State Penitentiary

Director's Printed Name: John Baldwin

Director's Signature: John Baldwin

Date: 1 DEC.14 Approve: [X] Deny: [ ]

Department of Administrative Services

Director's Printed Name: Janet E. Phipps

Director's Signature: Janet E. Phipps

Date: 12/01/2014 Approve: [X] Deny: [ ]

Department of Management

Director's Printed Name: David Roederer

Director's Signature: David Roederer

Date: 12/3/14 Approve: [X] Deny: [ ]

Office of the Attorney General

Reviewed by (Print Name): Eric Tabor

Reviewer's Signature: [signature]

Date: 12/11/14 Reviewed: [X] Redacted: [ ]

STATE OF IOWA
AND
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of 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. 122668/DAS No. 13-0291, 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 Kircher 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 $6,230.16 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:

APPROVED AS TO FORM

11/24/14

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

11-24-14

Susie Pritchard — Date
Iowa Department of Corrections

FOR THE UNION:

11/24/14

Mark Hedberg — Date
Attorney
AFSCME Iowa Council 61

11/24/15

Monica Nye — 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: 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 Tabor

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. 14-0264, that alleged a violation of Article IV, Section 8 (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 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 withdrews 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

11/21/14
Jeffrey Edgar — Date
Labor Relations Specialist
Iowa Department of Administrative Services

11-14-14
Steve Squires — Date
DOC-NCF

FOR THE UNION:

11/13/14
Adam Swihart — Date
Staff Representative

11/1/14
Jared Bratland — 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 DAS #14-0324; IUP #13-056

LRT Staff: Jeff Edgar

Agency/Department: Corrections

Director's Printed Name: John Baldwin

Director's Signature: John Baldwin

Date: 1 Dec. 14 Approve: [X] Deny: [ ]

Department of Administrative Services

Director's Printed Name: Janet Phipps

Director's Signature: Janet Phipps

Date: 12/01/2014 Approve: [✓] Deny: [ ]

Department of Management

Director's Printed Name: David Roederer

Director's Signature: David Roederer

Date: 12/3/14 Approve: [X] Deny: [ ]

Office of the Attorney General

Reviewed by (Print Name): Eric Tabor

Reviewer's Signature:

Date: 12/11/14 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, UE/IUP No. 13-038/DAS No. 14-0324, that alleged a violation of Article IV, Section 11 (Discipline and Discharge) of the 2013-2015 Collective Bargaining Agreement between the parties.

This settlement arose out of situations in which the Grievant was issued a disciplinary suspension on December 19, 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 recouped.

The parties have agreed to the following:

1. Management will not pursue recoupment of pay related to disciplinary action(s) from monies to have been paid while the employee is/was on paid administrative leave related to the investigation that led 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 causes of action addressed and arising from the Grievant's claim in this grievance.

4. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future. This settlement agreement is subject to Open Records and is available for public inspection and copying.

Approved as to form:

FOR THE STATE

Neil A. Bostick Jeff Edgar Date
Labor Relations Specialist
DAS

FOR THE UNION

Michael Hudson Date
Staff Representative
UE Local 893/Iowa United Professionals

11/24/14

Daniel Craig Date
Warden
Iowa Medical Classification Center

5/22/14

Todd Arias Date
Grievant

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 Skeeries & 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: [X] 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: [X] Deny: [ ]

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

Reviewer's Signature: [signature]

Date: 12/16/14 Reviewed: [X] Redacted: [ ]

STATE OF IOWA
AND
AFSCME Council 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Corrections, 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 Michael Skerles, hereinafter the Grievant, AFSCME No. 124310 /DAS No. 15-0172, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2013-2015 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant received a 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:

APPROVED AS TO FORM

12/10/14

Teddra Porteous — Date
Labor Relations Specialist
Iowa Department of Administrative Services

FOR THE UNION:

12/10/2014

Matt Butler — Date
Staff Representative

12-8-14

Jim McKinney — Date
Agency Name

20 Nov 2014

Michael Skerles — 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: Katie 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: CM 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: [illegible]

Date: 12/19/14 Approve: ☑ Deny: ☐

Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thom

Reviewer's Signature: [illegible]

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:

APPROVED AS TO FORM

12/10/14
Tedra Porteous — Date
Labor Relations Specialist
Iowa Department of Administrative Services

12-8-14
Marsha Edgington — Date
Agency Name

FOR THE UNION:

11/17/2014
Greg Lewis — Date
Staff Representative

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

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: 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: C M 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:

Date: 12/19/14 Approve: ☒ Deny: ☐

Office of the Attorney General

Reviewed by (Print Name): Jessica Thompson

Reviewer's 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. 122647 / DAS No. 14-0021, PERB No. 14-GA-195 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 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:

APPROVED AS TO FORM

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

12-8-14
Marsha Edgington — Date
Agency Name

FOR THE UNION:

11/17/2014
Greg Lewis — Date
Staff Representative

12-8-14
Lindsay Plautz — Date
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 E 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: [illegible]

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 [redacted] 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

1/13/15

Jeff Edgar — Date
Labor Relations
Iowa Department of Administrative Services

FOR THE UNION:

1/12/15

Adam Swihart — Date
Staff Representative

1-13-15

Susie Pritchard
Department of Corrections

Date

RN 01/12/2015

Courtney Supino
Grievant

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: Grievance #s: IDAS# 15-0057; NC #1603

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: [X] Deny: [ ]

Department of Administrative Services

Director's Printed Name: Janet E. Phipps

Director's Signature: Janet E Phipps

Date: 03/27/2015 Approve: [X] Deny: [ ]

Department of Management

Director's Printed Name: David Roederer

Director's Signature: David Roederer

Date: 3/27/15 Approve: [X] Deny: [ ]

Office of the Attorney General

Reviewed by (Print Name): Eric Tabor

Reviewer's Signature: [signature]

Date: 3/27/15 Reviewed: [X] 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 11-61.2 (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 3/27/15
Blair Parker — Date
Labor Relations Attorney
Iowa Department of Administrative Services

Penny Cutler-Bermudez 3/27/15
Penny Cutler-Bermudez — Date
Iowa Veteran Homes

FOR THE GRIEVANT:

Tracy Harms 3-27-15
Tracy Harms — Date
Grievant

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

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 # 16-0001; AFSCME # 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 E. 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 Thomson

Reviewer's Signature: [illegible]

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. 124966/DAS No. 16-0001, 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 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:

APPROVED AS TO FORM

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

Beth Townsend — Date
Director, Iowa Workforce Development

FOR THE UNION:

3/30/2015
Matt Butler — Date
Staff Representative

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: Anamosa State Penitentiary

Director's Printed Name: Jerry Bartruff

Director's Signature: [signature]

Date: 4-9-15 Approve: ☒ Deny: ☐

Department of Administrative Services

Director's Printed Name: Janet E. Phipps

Director's Signature: [signature]

Date: 4/14/2015 Approve: ☒ Deny: ☐

Department of Management

Director's Printed Name: David Roederer

Director's Signature: [signature]

Date: 4/14/15 Approve: ☒ Deny: ☐

Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson

Reviewer's Signature: [signature]

Date: 4/14/15 Approve: ☒ Deny: ☐

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 1999, 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, breech, 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

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

Robert R. Rush

NOTARY PUBLIC

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: 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 E 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:

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 Cheri 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 2013-2015 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
Cheri Wells — 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 Iowa Division of Labor

*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: Deanna Gorman v. DHS – Glenwood Resource Center

Agency/Department: Department of Human Services
Director's Printed Name: Charles M. Palmer
Director's Signature: C M Palmer
Date: 5-14-15 Approve: ☑ Deny: ☐

Department of Administrative Services

Director's Printed Name: Janet E. Phipps
Director's Signature: Janet E Phipps
Date: 05/18/2015 Approve: ☑ Deny: ☐

Department of Management

Director's Printed Name: David Roederer
Director's Signature: David Roederer
Date: 5/20/15 Approve: ☒ Deny: ☐

Office of the Attorney General

Reviewed by (Printed Name): Jeffrey Thompson
Reviewer's Signature:
Date: 5/27/15 Approve: ☒ Deny: ☐

IOWA DIVISION OF LABOR

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION

88.9 DISCRIMINATION AGAINST EMPLOYEES

SETTLEMENT AGREEMENT

In the Matter of: Deanna Gorman v. DHS - Glenwwod Resource Center
Case File No. 14-0039

The undersigned Respondent and the undersigned Complainant, in Settlement of the above captioned matter, HEREBY AGREE AS FOLLOWS:

Compliance with Act. Respondent agrees not to interfere with, restrain, coerce, discharge or in any manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceedings under or related to chapter 88 of the Iowa Code, or has testified or is about to testify in any such proceedings, or because of the exercise by such employee on behalf of himself, or others of any right afforded by this Act.

Monies. Respondent agrees to make the Complainant whole by reimbursing Complainant eighteen (18) hours of sick time and fifty-nine (59) hours of vacation time. This reimbursement is for the period of October 29th, 2014 through November 18th, 2014.

Personnel Record. Respondent will purge Complainant's personnel record of any disciplinary action taken as a result of this complaint. Respondent agrees to remove from the Company records all information concerning the Complainant filing safety related complaints with management personnel, any local, state or federal agency, and is not to report such information to any other employer concerning Complainant's employment record.

Inquiries Concerning Complainant. Should any third parties, including prospective employers, inquire as to the employment of Complainant with the Respondent, Respondent agrees to refrain from any mention of Complainant's protected activity. Respondent agrees that nothing will be said or conveyed to any third party that could be construed as damaging the nature, character, or employment of Complainant.

Performance. Performance by both parties with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved and signed by the Iowa Division of Labor.

Non-Admission. Respondent's signing of this Agreement in no way constitutes an admission of a violation of any law or regulation under the jurisdiction of the Iowa Division of Labor/Occupational Safety and Health Administration. Nothing in this agreement may be used against either party except for the enforcement of its terms and provisions.

Public Record and Executive Order 85. The parties agree that this agreement is a public record under Iowa Code Ch. 22. The Parties acknowledge that this Agreement is subject to Executive Order 85 and must be approved by the Directors of the Iowa Department of Human Services, the Department of Management, and the Department of Administrative Services, and be reviewed by the Iowa Attorney General, or his designee. This agreement is not effective until it has received all necessary review and approvals. This agreement will be posted on the Department of Administrative Services' web page.

Closure of Complaint. Complainant agrees that acceptance of this agreement constitutes settlement in full of any and all claims against DHS - Glenwood Resource Center arising out of Complainant's complaint filed with the Iowa Division of Labor/Occupational Safety and Health Administration on October 21st, 2014, and will cause the complaint to be closed by the Iowa Division of Labor.

This Agreement has been obtained and entered into without duress and in the best interest of all parties.

For Respondent:

Charles M. Palmer, Director
Iowa Department of Human Services

Deanna Gorman, Claimant

4-28-15
Date

5-8-15
Date

5/11/15
Charles Avery/ Date
Investigator

5/12/15
Jens Nissen/ Date
IOSH Administrator