lowa Department of Administrative Services

Service • Elliciency • Velue

Governor Terry E. Branslad Li. Governor Kim Reynolds Janel Phipps, Director

Routing/Review Approval of Personnel Settlement Agreement

Please sign/date where indicated helovi noting the approval or denial of the attached proposed Personnel Settlement Agreement. "After signing, please rotum to the attention of DAS-Communications in the Hoover Building for routing/final distribution." If "depleat," please return to DAS-Communications. in the matter of: Kevin Smith (AFSCME) & lowa Correctional Institution For Women; DAS No. 13-0349; AFSCME No. 116338; PERB No. 14-GA-090 Jeff Edgar LRT Staff: Agency/Department: Corrections - ICIW Director's Printed Name: Director's Signature: Date: 24 JUNE Approve: X Deny: Department of Administrative Services Director's Printed Name: Janet Phipps Director's Signature: Approve! 🛱 Deny: Department of Management Director's Printed Name: David Roederer Director's Signature: Approve: [☑] Deny: Office of the Attorney General. Reviewed by (Print Name): Reviewer's Signature: Date: Redacted: Reviewed?

BYAYE OF IOWA-AND Aprome Jowa Council 61

BETYLEMENT AGREEMENT

The State of lowe, Enpertment of Administrative Services and the lowe Department of Corrections (flowe Committee Corrections), hereinaffer the State, and the AFSCHE lowe Council 61, hereinaffer the State, and the AFSCHE lowe Council 61, hereinaffer the Union, unter the Information in full and final resolution of the grievance(s) flood by Kovin Smith, hereinaffer the Grievant, AFSCHE No. 118338 (DAS No. 13-0346, that alleged a violation of Article IV, Sention 9 (Discipline & Descharge) of the 2013-2016 Collective Bergelning Approximent between the parties.

This Stillement arone out of a situation in which the Crievant was issued a five (6) day suspension without pay un or about February 2, 2013. The parties have agreed to the following:

1. The 6 day suspension will be reduced to a three (3) day suspension. The Grievant will not

The 6 day suspension will be induced to a three (3) day suspension. The Grievant vill not receive any back pay reculling from the reducited.

The original disciplinary notice will remain in Grievant's personnel file. The State-sprees to incorporate into Grievant's personnel file an explanatory note subspreed by the Grievant regarding the events at issue.

In consideration of the foregoing, the Union withdraws the above referenced grievance.

In consideration of the foregoing, the Union withdraws the above referenced grievance.

This Agreement is a good faith selliement of all issues crising from the facile alleged in the grievance. We promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.

The forms of this Solliement Agreement are considered by the parties to pertain only to the specific facile involved in this matter. Nother party shall rely on this Agreement or other same as precedent in any grievances, arbitration, litigation or other proceedings in the future. This selliement agreement is subject to Open Records and is available for public inspection and copying.

and copying.

FOR THE STATE:		FOR THE UNION
Approved as to form	•	11
SHER WY	6/19/14	(plan / 1 1 0 0/23/14
Juliany Edgar	Dule	Adam Swiher Date AFSCME Staff Representative
Lahor Robillons lowa Department of Administr	allve Services	•
the contraction of	· I toolin	A Be Whater
Room Roleks	Dala Dala	Kevin Smith Date
ከሰለ-ነነነዘ		. Grievant



Iowa Department of Administrative Services

Service . Efficiency . Value

Governor Terry E. Branslad Lt. Governor Kim Reynolds

Janel Phipps, Olrector

Routing/Review Approval of Personnel Settlement Agreement

Please sign/date where indicated below noting the approval or dental of the attached proposed Personnel Settlement

Agreement. "After signing, please return to the attention of DAS-Communications in the Hoover Building for
routing/linal distribution." If "dented." please return to DAS-Communications.

the matter of: Steven Wa	rner & DOT.			'
RT Staff: <u>Teddra J. Porteo</u>	us			
		ent of Transportation		-
Olrector's Printed Name: P	aul Trombino	4		
Director's Signature:	fleel	fler 1574		
Date: 7/8/2024		Approve:	Deny:	
D	epartment o	f Administrative Servic	:08	
Director's Printed Name:—J	anet-E-Phipp	To Phinn		A
Director's Signature: Date: <u>1/8/2014</u>		Approve: 🛛	Deny:	
	Departn	nent of Management		
Director's Printed Name: I	David Roeder	or Academ	*	
Director's Signature: Date: 2/9/14		Approve: 🂢	Deny:	
	Office of	the Attorney General		ļ 1
Reviewed by (Print Name):	A Person	Thompson		•
Reviewor's Signaltire: Date: 7/14/14		Reviewed;	Redacted	
Hooyer State Office Building 1305 E	asl Walnul Street	Des Molnes, IA 50319 (515) 2	281-5360 hllp:	lldas.lov/a.go

JIM 多多 八 ·

STATE OF IOWA **CINA** 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 2013-2016 Collective Bargaining Agreement between the parties,

This Selliement grose 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 lowa Administrative Code r. 11-54.2(6) and affirmatively agrees not to seek future State employment,
- In consideration of the foregoing, the Union withdraws the above referenced grievance. This Agreement is a good faith settlement of all lesues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action
- addressed and adding 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 clie the same as precedent in any grievances, arbitration, illigation or other proceedings in the future.
- This settlement agreement is subject to lowa's Open Records law and is available for public Inspection and copying.

FOR THE UNION:

APPROVED AS TO FORM Greg Lewle () Teddra Porleotts, J.D. Labor Relations Specialist Staff Representative lowa Department of Administrative Services

Ihda Anderson

8feven Warner Grievant

FOR THE STATE:

Idva Department of Transportation



lowa Department of Administrative Services

Goyomor Yony E. Branslad LI. Governor Kim Reynolds

Service · Efficiency · Value

Janet Phops, 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 forrouting/final distribution.** if "denied," please return to DAS-Communications.

In the matter of: Pamela Cook & DOT. Management dld not inform the Grievant of her Weingarten rights when conducting the investigatory interview. LRT Staff: Teddra J. Porteous Agency/Department: Department of Transportation Director's Printed Name: Paul Trombing III Director's Signature: Approve: 5 Deny: Department of Administrative Services Director's Printed Name: Janet E. Phipps Director's Signature: Deny: Approve: 53 Department of Management Director's Printed Name: David Roederer Director's Signature: Approve: 📈 Deny: Office of the Attorney General Reviewed by (Print Name): Reviewer's Signature: Reviewed: Redacted

1305 East Welnut Street Des Molnes, IA 50319

http://das.lovva.gov

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(a) filed by Pamela Cook, hereinafter the Grievant, AFSCME No. 123148 IDAS No. 14.0262, that alleged a violation of Article VI, Seotion 9 (Discipline and Discharge) of the 2013-2016 Collective Bargaining Agreement between the parties,

This Selllement grose out of a situation in which the Grievant received a one day suspension for ylolaling DOT rules regarding appropriate workplace conduct. The parties have agreed to the tollowing:

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

 It is a proper to the foregoing, the Union withdraws the above referenced grievance.

 This Agreement is a good faith settlement of all issues arising from the facts alleged in the unlevance. 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 Orlevant's claims in this grievance.
- The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facis involved in this matter. Neither party shall rely on this Agreement or olle the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.
- This selliament agreement is subject to Open Records and is available for public inspection and copying,

FOR THE UNION: FOR THE STATE: APPROVED AS TO FORM Adam Swilnayi Slaff Representative Teddra J. Porteous, J.D. Labor Relations Specialist lowa Department of Administrative Services Date Pamela Cock Linda Anderson Department of Transportation Grievant



lowa Department of Administrative Services

Serviçe • Elliclency • Velue

Governor Torry E. Brensiad Li. Governor Kin Reynolds Jenol Pilipps, Director

Routing/Review Approval of Personnel Settlement Agreement

Please sign/tiate where indicated below noting the approvel of deniet of the attached proposed Personnel Seltlement Agreement, **Affor signing, please return to the attention of DAS-Communications in the Hoover Building for routing/final distribution,** [f_donied,"please return to DAS-Communications.

In the matter of: David Raynor, Anamosa State Penitentiary (DAS#14-0468/AFSCME#124823)				
LRT Staff; Jasmina Sarajija				
Agency/Department: <u>Department of Corrections</u>				
Director's Printed Name; John Baldwin				
Director's Signature; Sch. Ballun				
Date: 9 Stray 14 D Approve: \(\bar{\bar{\bar{\bar{\bar{\bar{\bar{				
Department of Administrative Services				
Director's Printed Name: <u>Janet E, Phipps</u>				
Director's Signature: The Khippe'				
Date: 7/9/26/4/ Approve: 🗵 Deny: 🗍				
Department of Management				
Director's Printed Name; Dayld Roederer				
Director's Signature: Seci The Self				
Date: 7/4/14 Approve: Deny:				
Office of the Attorney General				
Reviewed by (Print Name):				
Reviewer's Signature;				
Dale: 14/14 Reviewed: Redacted:				

AND AFSOME IOWA COUNCIL B1

BETTLEMENT AGREEMENT

The Stale of lowa, Department of Administrative Services and Anamosa State Pentionitary, hereinafter the Stale, and the American Federation of State, County, and Municipal Employees lowa Council 61, hereinafter the Union, enter into the following Agreement in full and fine) 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, Sociion 9 (Discipline and Discharge) of the 2013-2016 Collective Bargaining Agreement between the parties.

This Settlement crose out of a situation in which the Grievant was forminated on April 10, 2014. The parties have agreed to the following:

1. The Grievani will be allowed to resign from employment in lieu of discharge for cause.

 Pursuant to lowa Administrative Code r. 11-54.2(6)(h), the parties agree Grievant will not be eligible for future employment with the State of lowa due to being allowed to resign in fleu of discharge for cause.

3. In consideration of the foregoing, the Union will will draw the above referenced grievance.

4. This Agraement is a good fallh selftement of all issues orising 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 suising from the Orievant's claims in this grievance.

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 maller. Melitier party shall rely on this Agreement or cite the same as proceeding in any grievances, erbitration, litigation or other proceedings in the future.

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

FOR THE STATE
APPROVED AS TO FORM

TO CYCLY O 630/4
Jaemina Sarajilja
Labor Roleilons Allorney
lowa Department of Administrative Services

AFSCME lowa Council 61

William Speristage
Deputy Warden
Anamosa State Pentientiary

FOR THE UNION

Rolling

Date

David Raynor

Date

David Raynor

Date



Department of Justice

ABJEM I ZAMOHT LABHBY YHKOTTA KORMOHT YARYIN LABHID YAKOTTA YUNIG Adores reply to:

Attorney Geheral, Hoover Bulding 2rd flore
Telephone (515) 281-5104

Ficsuree (515) 281-4709

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.

n the matter of: Kevin Knebel vs. lowa Department of Public Safety			
Agency/Department:	Department of Public Safety		
Director's Printed Name:	Larry Noble		
Director's Signature:	52.MM		
Date: 7/2/17	Approve: Deny:		
I .	Department of Administrative Services		
Director's Printed Name:	Janet E. Phipps		
Director's Signature:	the thyp		
Date: 7/15) 2614	Approve: Deny: Deny:		
,	Department of Management		
Director's Printed Name:	Dayid Roederer		
Director's Signature: Saci Production			
Date: 7/15/14	Approve: Deny: Deny:		
Office of the Attorney General			
Reviewed by (Print Name): Reviewer's Signature:	Jeffrey Thompson		
Date: 7/17/14			

STIPULATION AND AGREEMENT

On or about <u>(d/2/1/3</u>, 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.

- So long as Kevin Knebel remains employed by the DPS he acknowledges that he 5. must follow all DPS policies and regulations, including any residency requirements.
- The parties hereto understand that this agreement may be subject to Executive 6. 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.

Heather A. Prendergast

Roberts, Stevens, Prendergast

& Guthrie, P.L.L.C.

Attorney for Kevin Knebel

Larry Noble, Commissioner

Iowa Department of Public Safety

Assistant Attorney General

Attorney for Iowa Department of Public

Safety



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Service of Emilistrative Seculces.
Service of Emilion Services.

(Governot Telly E. Britásled LJ. Governot Kim Boynolds bliké Carrit, Difector

Routing/Review Approval of Personnel Settlement Agreement

Please, sign/dále: where the cated before noting the approval of daniel of the eilaphad proposed Personal Sellement Agreenigns, "Aller signing, please return to the allemion of DAS. Communications in the Hoover Building for routing/line distribution." [18] denied." please return to DAS. Communications.

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LRT Staffi Teddra J. Pojteddis, J.D.		
		
Agency/Department: IVD =: Oetilial Offi	Çè	
Director's Printed Name: Theresa Wahlert		
Director's Signatures August Wash	ut	-
Datë! 7-14-14.	Approver [Deny;
Department of Admi	nistrative Services	
Director's Printed Name: Jariet B. Phipps	0	
Director's Signature:	Chypa ,	1,-16-4-16
Date: 114/2014;	Approve: [17	Deny:
Department of	Management	<u>-</u>
Director's Printed Name; Dayld Roederer		,
Director's Signature	Ference	
Date: 2/14/14	Approve: []	Delityi:
Office of the Att	orney General	, , , , , , , , , , , , , , , , , , , ,
Reviewed by (Print Name):	thompson	
Reviewer's Signature;		
Date:	Revlewed:	Rédacted; 📉
	IND	

STATE OF IOWA AND Apsome Iowa Goungil 61 for Phil Dirksen

SETTLEMENT AGREEMENT ADDENDUM

The State of lowa, Department of Administrative Services (hereinafter "IDAS") and the lowa Workforce Development (hereinafter the "STATE") and AFSCME lowa Council 61 for Phili Dirksen (hereinafter the "GRIEVANT"), collectively referred to as the "PARTIES", entered into the a selllement agreement on 13th day of February 2014, in full and final resolution of the grievance tiled by the GRIEVANT, IDAS No. 14-0299, AFSCME No. 124964, that alleged a violation of Atitole IV, Section 9 of the 2013-2016 Collective Bargaining Agreement ("CBA") between the PARTIES.

The seillement 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 selllement agreement of February 13, 2014. All other terms of the original selllement 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.

POR THE STATE:

APPROVED AS TO FORM

Teddra J. Portgous, J.D.

Labor Relations Specialist interest of Administrative

Services

tiosle/I Nat Employee Relations Manager 2 lowa Worklorce Development

FOR THE UNION

Greg Lewis() Union Representative APSOME lowe Council 61

Grievani

STATE OF IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF IOWA-IOWA WORKFORCE DEVELOPMENT.

ę.

GRIEVANCE NUMBERS; IDAS 14-0296; AFSCME 124964

AFSCME IOWA COUNCIL 61 FOR PHIL DIRKSEN, GRIEVANT

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:
 - 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.

State of Iowa, Iowa Workforce Development & AFSCME lowa Council 61 for Phil Dirksen Grievance No.: IDAS 14-0296 AFSCME 124964

> Grievance Settlement Agreement Page 2 of 2

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

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

FOR THE STATE:

Teddra J. Porteous, J.D.

Labor Relations Specialist

lowá Department of Administrative

Services

Jon Nelson/ Employee Relations Manager Iowa Workforce Development

FOR THE UNION;

Union Representative AFSCME Iowa Council 61

Grievant

lowa Department of Administrative Services

Governor Yeary E., Branslad LI, Governor Kler Roynolds

Janet Phipps, Director

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Routing/Review Approval of Personnel Seltlement Agreement

Please signitials where indicated helow noting the approved or dental of the attached proposed Personnel Selitement Agreement. **After signing, please return to the attention of DAS-Communications in the Hoover Building for routing/final distribution.** if *dented,* please return to DAS-Communications.

100 H 2 AGAO
i the matter of: Tom Arras and Iowa Medical Classification Center; DAS #14-0303
RY Staff: Jeff Edgar.
Agency/Department: Corrections Director's Printed Name: John Baldwin Director's Signature: Approve: P' Deny:
Department of Administrative Services
Director's Printed Name: Janet Phipps Director's Signature: Approve: Deny: Deny:
Department of Management
Director's Printed Name: Dayld Roederer
Director's Signature: Date: 8/11/15 Approve: Deny: Deny:
Office of the Attorney General
Reviewed by (Print Name): Jeff Thousen
Date:

STATE OF LOWA. AND UH LOOAL 09910WA UNITED PROFESSIONALS

Settlement Aoreament

The State of lowe, Department of Administrative Services and Department of Correctionalisms Medical Classification Center, total color the State, and UR Local \$93/lows United Professionals, tereinaffer the Union, enter into the following Agreement in full and final resolution of the glovence filed by Tem Arree, hereinaffer the Glovent, URITUP No. 13-006 IDAS No. 14-0303, that alleged a violation of Atilolo IV, Section 11 (Discipline and Discharge) of the 2013-2016 Collective Bargaining Agreement between the parties.

This Galilomoni arose out of a climation in which the Crievant was issued a ten day suspension without pay related to an incident limit occurred during a team meeting in the presence of an offendor on of about November 5, 2013. The padies have agreed to the following:

The len day eusponsion will be removed from the Gilevant's personnol file upon execution of this egreement and replaced with a five day euspension Wilhout pay.
The Grievant will be reimbureed forly hours of pay and goones at the rate earned on

The Grievant will be reimbuteed forly house of pay and accruists at the rate earned on December 18, 2013, in consideration of the foregoing, the Union withdraws the above referenced grievance, in consideration the facts allogad in the grievance. The Agreement is a good faith settlement of all issues arising from the facts allogad in the grievance. No promises of any other of turber consideration have been made by anyone. The above consideration is all that will be received for the claims and potential equases of another account of the grievance. The terms of this settlement Agreement are considered by the pattles to pendin only to the specific facts involved in this matter. Yoliher party shall rely on this Agreement or offs the same as precedent in any grievances, arbitration, illigation or other proceedings in the future. This settlement agreement is subject to Open Records and to available for public inspection

and copyling.

FOR THE STATE FOR THE UNION Approved as to form i.abor Relailone Opeolalist Iowa Department of Administrativo Services Staff Roprosontative Daniel Oralg Tom Arras Iowa Madloni Olassilloallon Conter Grieveni



Routing/Review Approval of Personnel Settlement Agreement

Please sign/date where indicated below noting the approval or denial of the attached proposed Personnel Selliement Agreement, **After signing, please return to the attention of DAS-Communications in the Hoover Building for routing/linal 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:					
Date: 9-11-14 Approve: 2 Deny:					
Department of Administrative Services					
Director's Printed Name: Janet E. Phipps 🧳					
Director's Signature: Jane TE Khypp					
Date: 09/11/2014 Approve: Deny:					
Department of Management					
Director's Printed Name: David Roaderer					
Director's Signature.					
Date: 9/11/14 Approve: 🔀 Deny; 📋					
Office of the Attorney General					
Reviewed by (Print Name):					
Reviewer's Signature; Eriz Tabor					
Date: 9/1/14 Reviewed: X Redacted: 1					

STATE OF IOWA AND AFSOME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of lowe, Department of Administrative Services and Department of Human Services (hereinafter the "State") and AFSCME towa Council 61 (hereinafter the "Union") enter into the reference in the state of the process to the control of the contro Section 3 (Leaves of Absence Without Pay) of the 2013-2016 Collective Bargeining Agreement between the parties.

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

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

1. The five (5) day unpaid suspension and final warning shall be reduced to a three (3) day unpaid suspension.

The terminallon shall be reduced to a five (6) day unpaid suspension which shall be reduced to a five (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.

The Gilevant 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 \$18,007,20. The Grievant shall receive Vacalion and sick leave accruals for the period beginning June 13, 2013, and ending September 11, 2014.

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.
 The Grievant shall return to work on September 12, 2014, as a Typist Advanced in the

Davenport, lowe Child Support Recovery Unit office.
The Grievant's State of lowe employee benefits shall be reinstated effective October 1, 2014.

In consideration of the foregoing, the Union withdraws the above referenced grievances.
This Agreement is a good fallh settlement of all issues adaling 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 Orlevant's claims in these grievances.

The lerms of this Solliemani 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 precadent in any grievances, arbitration, littigation 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

FOR THE UNION:

Stephanie L., Reynolds Date
Labor Relations-Specialist
towa Department of Administrative Services:

T Culkomb Stalf Representative

Jean Slavoaugh love Department of Human Services

Marina Pikis Grievani

Janal Plapps, 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.

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in the matter of: Kimberlee	Clark (IMCC), DAS	No. 13-0874, AFSCME	ENo. 119085
LRT Staff: Jeff Edgar			
Agency/Department:	Corrections	,	
Director's Printed Name:	John Baldwii	n	
Director's Signature:	Schoo	Idui	
Date: 9 SEPT. 14	<u>- D</u>	Approve: 💢	Deny:
De	partment of Admi	inistrative Services	
Director's Printed Name:	Janet Phipps	-,-9	
Director's Signature:	Auto	Chipp	
Date: 9/9/2014		Approve:	Deny:
Department of Management			
Director's Printed Name: David Roederer			
Director's Signature:			
Date: 7/1/14		Approve;	Deny:
Office of the Attorney General			
Reviewed by (Print Name)	" JAEY	Thempson	
Revlewer's Signature:	/s roll		A -7-
Date: 9/16/14		/I Reviewed:[X]	Redacted:

STATE OF IOWA AND (THIOH-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, a 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 monles are being paid as none are due as a result of this settlement.
- 2. The reprimend 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.
- 6. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither parly 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:

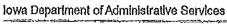
APPROVED AS TO FORM

FOR THE UNION:

Heil Barrick Jeffrey R. Edgar Labor Relations Specialist lowa Department of Administrative Services

Earlene Anderson Staff Representative

Daniel Craig IMCC





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Janel Plupps, Cirector

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.** [I "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: <u>Corrections</u>			
Director's Printed Name; John Baldwin			
Director's Signature: Jakaldaur			
Date: 9 SEPT. 14 Deny: Deny:			
Department of Administrative Services			
Director's Printed Name: Janet Phipps			
Director's Signature:			
Date: 9/9/2014 Approve: Deny: Deny:			
Department of Management			
Director's Printed Name: <u>David Roederer</u>			
Director's Signature:			
Date: 7/1/12 Approve: Deny:			
Office of the Attorney General			
Reviewed by (Print Name); John Till Mosum			
Reviewer's Signature:			
Date: 9/16/14 Reviewed: Redacted:			

STATE OF IOWA AND AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Corrections, Iowa Medical Classification Center, hereinafter the State, and the AFSCME Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance(s) filed by Mitchell Sherman, hereinafter the Grievant, AFSCME No. 117100/DAS No. 14-0007/PERB No. 14-0A-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:

- 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.
- This settlement agreement is subject to Open Records and is available for public inspection and copyling.

FOR THE STATE:

APPROVED AS TO FORM

FOR THE UNION:

Jeffrey R. Edgar Date
Labor Relations Specialist
Iowa Department of Administrative Services
Daniel Craig
Iowa Medical Classification Center

Earless Anderson Bl3/14
Earless Anderson Date
Staff Representative

8/13/14

Mitchell Sherman
Grievant

Iowa Department of Administrative Services

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Goyarnor Torry E. Branslad L1. 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: Sul P. L.				
Date: 9/20/14 Approve; X Deny:				
Department of Administrative Services				
Director's Printed Name: Janet E. Phipps Director's Signature: Date: 9/22/20 Approve: Deny: Deny:				
Department of Management				
Director's Printed Name: David Roederer Director's Signature:				
Date: 7/23/14 Approve: Deny:				
Office of the Attorney General				
Reviewed by (Print Name): Tork Thewas 5m				
Date: 924/19 Redacted: Redacted:				

STATE OF JOWA AMD APBOME 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 APSCME lower Council 61, hereinafter the Union, onter into the following Agreement in full and final resolution of the grievances filled by Kaz Long, hereinafter the Orlevant, APSCME No. 99311/DAS No. 14-0630 and AFSCME No. 121013/DAS No. 15-0076, final alleged violations of Article IV, Section 9 (Discipline and Discharge) of the 2013-2016 Collective Bergalning Agreement between the parties.

This Selliement 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 Grevent will voluntarily resign employment effective October 1, 2014. This executed agreement shall constitute a resignation taller.

agroment shall constitute a realgnation latter.

The Gdevent retains the right to request an indigent Delense Legal Services Contract with the State Public Defender.

In consideration of the foregoing, the Union withdraws the above referenced unlevances.

This Agreement is a good falls self-ement 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 origing from the Grievant's cloims in these grievances.

The terms of this Selflement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on title Agreement or alle the same as precedent in any grievances, abstration, litigation or other precedings in the future.

This selflement agreement is subject to Open Records and is available for public inspection and convince.

and copying,

FOR THE STATE! APPROVED AS TO FORM

Stephanie L. Reynolde Labor Relations Specialisi

Iovia Department of Administrative Services

FOR THE UNION:

Ollo Groenewaki

Staff Representative

Samuel P. Langholz

Siele Public Defender

Kazkong Griovani

Dale I



Sorvice · Efficiency · Volue

Routing/Review Approval of Personnel Settlement Agreement

Please sign/date where indicated below noting the approval or deniel 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.** it "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:				
Date: Sept 24, 14 Approve: [4] Deny:				
Department of Administrative Services				
Director's Printed Name: Janet E. Phipps Director's Signature: Approve: Deny:				
Department of Management				
Director's Printed Name: David Roederer Director's Signature:				
Dale: 7/29/14 Approve: Deny:				
Office of the Attorney General				
Reviewed by (Print Name): Jeff thom 25 = 1				
Reviewer's Signalure;				
Date: 10/3/14 Reviewed: Redacted:				

AWOI 70 BTATE . AND Apsome Council 61

SETTLEMENT AGREEMENT

The State of lowe, Department of Administrative Services and Department of Human Services/Child Support Recovery-Council Blufe office, hereinafter the State, and APSCME Council 61, hereinafter the Union, enter into the following Agreement in tull and finel resolution of the grievence(s) filed by Barbara Trade, hereinafter the Grievant, APSCME Nos. 86188 (10 day) and 91420 (Tormination), DAS Nos. 14-0173 (10 Day Suspencion) and 14-0419 (Termination), that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2013-2016 Collective Bargeining Agreement between the parties.

This Saillamant areas out of Griavant'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 tieu of discharge and the Grievant shall be disqualified from employment with the Department of Human Services Chiki Support Recovery Unit.

Support Recovery Unif.
The Orlevent has submitted a letter of resignation dated March 7, 2014.
This Agreement is a good falls solliement of all facts 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 their will be received for the claims and potential causes of action addressed and arising from the Orlevant's claims in this grievance.
The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither purly shall rely on this Agreement or ofte the same as precedent in any grievances, arbitration, illigation or other proceedings in the future. This cettlement agreement is subject to lowa's Open Records law and is available for public frenching and combine.

inspection and copying,

FOR YHE UNION: FOR THE STATE: APPROVED AS TO FORM Mall Buller Labor Relations Specialist Slaff Representative lowa Department of Administrative Services Barbara Trode Dale Department of Human Services G(levant



lowa Department of Administrative Services

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Governor Tony E. Branslad Li. Governor Vim Reyndds Mike Carroll, Director

Rouling/Review Approval of Personnel Settlement Agreement

Please sign/tiate 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.

outing/thint distribution.** <u>if *danled,* please ratum to UA</u>	8-Containancanous	- Agentina malah:
n the matter of: Woodward Resource Center PPC 672 VRC Interfered Willi Union business and violated lowa Code	7 – WRC disciplined Ms. Ma AFSCME lovid a chapter 20.	ullyn Seeman (1997) Council 61 alleged Ihal
RT Staff: Teddra J. Porteous		
3 (8 + 11 + 3 + 11 + 1) · · · ·	of Human Services	
Director's Printed Name: Charles Palmer	0/	· .
Director's Signature: CMTa	me~	
	Approve: 📈	Deny:
Department of Adm	inistrative Services	
Director's Printed Name: Janet E. Phipps	Al an	
Director's Signature:	Approve: 51	Deny:
Dato: 10.15.2014		
· Department of	of Management ·	
Director's Printed Name: David Roederer	Han Do o	
Director's Signature:		
Date: 10/15/14	Approve:	Deny:
1		
1	Attorney General	
Reviewed by (Print Name):	lumpson	
Reviewer's Signature:	<u> </u>	
Date: 10/17/14	Reviewed:	Reclacie (NT)

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"), hereinalter the State, and the AFSCME lowa 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 lowa Code.

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

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

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

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

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

The parties agree to the following:

1. DHS/WRC will refrain from Inquiring to employees about discussions had at union meetings.

2. DHS/WRC will immediately inform the Union of any allegations of local AFSCME executive board members sharing inappropriate or confidential information in any manner. 3. This selllement 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.

This Agreement is a good falth selllement 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.

The terms of this Selllement 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 clie the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

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

FOR THE STATE:

FOR THE UNION:

ธุรให้เล J. Porteous, J.D.

abor Relations Specialist

lowa Department of Administrative Services

Grea Levis

Slaff Representative



Governor Yorry E. Branslad U. Governor Klim Reynolds Janel Phipps, Director

Routing/Review Approval of Personnel Settlement Agreement

Please sign/date where indicated below noting the approval or denial of the allached proposed Personnel Settlement Agreement, *After signing, please return to the attention of DAS-Communications in the Hoover Building for routing/final distribution.** II *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: <u>CM Jafami</u>
Dale: 10-15-14 . Approve:
Department of Administrative Services
Director's Printed Name: Janet E. Phipps
Director's Signature:
Date; 10-15 CD14 Approve: Deny: Deny:
Department of Management
Director's Printed Name: David Roederer
Director's Signature:
Date: Approve: Deny:
Office of the Altorney General
Reviewed by (Print Name): Jest howy sw
Reviewer's Signature;
Dale; Willy Reviewed; Redacted:

AWOI 40 BYATE And Afsome Iowa Guungil 61

Settlement Agreement

The State of lowe, Department of Administrative Services and Department of Human Services (hereinalist the "State") and AFSCIAE fown Council 61 (hereinalist the "Union") enter into the following Agreement in full and final resolution of the greenent in the William of the greenent in the "Greenent"), AFSCIAE No. 12.0927 that allegat a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This Settlement prose out of facts and chounsiances which resulted in termination of the Grievant's employment on June 3, 2013. The pentles have agreed to the followings

- The lemmalion shell be removed from the Greyant's personnel file upon execution of this agreement and the Greyant shall return to work on November 7, 2014, os a Purchasing Assistant at the Greywood Resource Center subject to successful compation of a hackground check.
 The Grievant shall receive back pay less all applicable federal and state income taxes, social security texes, and the employee share of IPERS contributions, makus inferim earnings and uncomployment insurance benefits. The Grievant shall receive vacalion and slock leave socracle for the period beginning June 4, 2013, and ending November 6, 2014.
 The Grievant shall receive no payment for medical expenses.
 The Grievant shall receive no payment for medical expenses.
 The Grievant shall receive no payment for medical expenses.
 The Grievant's State of lows employee benefits shall be relimited effective November 1, 2014. In consideration of the foregoing, the Union withdraws the above referenced grievance.
 This Agreement is a good fall the efficient of all issues attaing 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 oferns and potential causes of aution addressed and arising from the Grievant's claims in this gilevance.
 This terms of this Salitement Agreement are considered by the parties to partain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as pracadent in any grievances, arbitration, liftgellen or other proceedings in the future.
 This settlement agreement is subject to Open Records and is available for public inspection and copyling.

- copying.

FOR THE STATE:

APPROVED AS TO FORM

Stephunie L. Roynokis

Labor Relations Specialist

lova Depailment of Administrative Services

Richard L. Shulls volavelnímbA golelytt

lown Department of Human Sorvices

FOR THE UNION:

Mall Bulle/

Slaif Reprosentative

NIOXI Gray

Grievani

Dale



Governor Torry E. Brenslad LI. Governor Kim Reynolds Jenet Phipps, Director

Routing/Review Approval of Personnel Settlement Agreement

Please sign/date where indicated helow noting the approvel or deniel of the attached proposed Personnel Settlement Agreement. **After signing, please return to the attention of DAS-Communications in the Hoover Building for routing/linal distribution.** If "donied." please return to DAS-Communications.

In the matter of: Norma Lisa Orth, fWD - Region 16 (DAS#14-0589/AFSCME#99047) LRT Staff: Jasmina Sarajlija Iowa Workforce Development Agency/Department: <u>Tereşa Wahlert</u> Director's Printed Name: Director's Signature: Date: 10-15-14 Deny: Approve: Department of Administrative Services Director's Printed Name: Director's Signature: Deny: Approve: Department of Management Director's Printed Name: Director's Signature: Approve: 7 Denv: Office of the Attorney General Reviewed by (Print Name): Reviewer's Signature: Redacted: [

STATE OF IOWA AND APROME IOWA GOUNGIL 81

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and lowe Workforce Development, hereinafter the State, and the American Federation of State, County, and Municipal Employees lowa Council 64, hereinalter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Norma Liea Orth, hereinafter the Oriovent, AFSCIME No.99047 IDAS No.14-0569, that elleged a violation of Article VI, Section 2 (Seneral Layoff Procedures) of the 2018-2018 Collective Bergéining Agreement between the parties.

This Selliement cross out of a skualion in which the Grisvant was removed from the recall list. The purities have agreed to the followings

The Grievant is eligible for receil until May 1, 2016, and will be placed on the receil list pursuant to Article VI, Section 2. In consideration of the foregoing, the Union will will draw the above referenced grievance. This Agreement is a good fall is sellement of all tesues arising from the facts elleged in the grievance. No promises of any oliver or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of collent addressed and arising from the Grievant's claims in this grievance. The learns of this Sellement Agreement are considered by the parties to partein only to the specific facts in this sellement Agreement are considered by the parties to partein only to the specific facts in this matter. Neither party shall rely on this Agreement of clic the same as precedent in any grievance, arbitration, flügation of other proceedings in the future. This selliement agreement is subject to Open Records and is available for public inspection and copyling.

copyling.

POR THE UNION FOR THE STATE APPROVED AS TO FORM Jasminik Strajija Labor Relalions Allorney blo Groenewald Staff Representative APSOME love Coundby lowa Department of Administrative Services Normar Lisa Onli Joh Melson Hyman Resource Manager loya Workforce Development Date Grievani



Service • Efficiency • Value

Routing/Review Approval of Personnel Settlement Agreement

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

n the matter of: Statewide Group Grievances; DAS Nos. 12-0083, 12-0089; AFSCME Nos. 149097, 101692; PERB No. 12-GA-221 LRT Staff: Jeff Edgar		
LK Stall: Jell Edgat		
Agency/Department:	N/A	
Director's Printed Name:		
Director's Signature:		
Date:	Approve: Deny: Deny:	
Department of Administrative Services		
Director's Printed Name:	Janet Phipps	
Director's Signature:	Juto theppi	
Date: 10/16/201	Approve: Deny:	
Department of Management		
Director's Printed Name: David Roederer		
Director's Signature:	LiSHES	
Date: <u>10/16/14</u>	Approve: Deny:	
Office of the Attorney General		
Reviewed by (Print Name	o): Josef Hampson	
Reviewer's Signature:	- AMINA	
Date: 16/17/14	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:

- 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.
- 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 texable meal reimbursement payment ("TMRPs") made by the State for the period. August 6, 2010. Ihrough 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 (20), 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.
- 6. Reimbursement to Former Employees. The hiring authorities of the eligible employees ("Agencies") will make reasonable efforts to reimburse eligible employees who are no longer on the Agencies' payroll system ("former eligible employee"), by sending a notice of reimbursement eligibility to each former eligible employee's last known address. Agencies will subsequently notify the Union of all former eligible employees who fail to respond in accordance with Schedule A, altached.
- 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, lowa Department of Administrative Services) and to Danny Homan (President, AFSCME lowa 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.
- 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 lowa Department of Agriculture and Land Stewardship should be considered eligible employees for purposes of taxable meal reimbursement claims under this Agreement?

- 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 lowa's Open Records law and is available for public inspection and copying.

FOR THE STATE:

Janet Phipps (

Director

towa Department of Administrative Services

FOR THE/UNION:

Dahny Homan

President

AFSCME Iowa Council 61

STATE OF IOWA AND AFSCME IOWA COUNCIL 61

SCHEDULE A

Action	Deadline
Agency will noticy identified employees of the fine including the first of the firs	agreement sifully executed by the parties
roaloulated#IMRG-amount	
DAS will provide the Union with a list of a 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 tormer employees who were not responsive to the motion with a list of tormer employees lest. Known reddiess:	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. Within sixty (60) days from the date this
calculated IMRG amount	ragreementiis fully executed by the parties.
Resolutions regarding employee appeals of ATMRP must be reached.	Within lifteen (15) days from the date an employee submits an appeal pursuant to paragraph seven (7) of the Agreement
Tihe state will process and pay IMRCs. A	Willinsixiy (60) daysirom hetiMRC

STATE OF IOWA

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Governor Terry E. Brenslad LL. Governor Kim Reynolds

Janel Phipps, Director

Routing/Review Approval of Personnel Settlement Agreement

Please sign/dale where indicated below noting the approval or denial of the altached proposed Personnel Solitoment 'Agreement. **After signing, please return to the attention of DAS-Communications in the Hoover Building for routing/linal distribution.** If 'denied,' please return to DAS-Communications.

14. 14. 14. 14. 14. 14. 14. 14. 14. 14.
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: Approve: Deny: Deny:
Department of Administrative Services
Director's Printed Name: Janet E. Phipps Director's Signature: A L. T. S. Puppo Dale: 10/20/2014 Approve: Deny:
Department of Management
Director's Printed Name: David Roederer
Director's Signature:
Reviewed by (Print Name): Reviewer's Signature: Date: 10/25/14 Reviewed: Reviewed: Redacted:

STATE OF IOWA AND AFSOME IOWA COUNCIL: 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Anamosa State Pentientiary, 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 Aries No. 124834 /DAS No.14-0144, that alleged a violation of Aries No. 124834 /DAS No.14-0144, that alleged a violation of Aries No. 124834 /DAS No. 14-0144, that alleged a violation of Aries No. 124834 /DAS No. 14-0144, that alleged a violation of Aries No. 124834 /DAS No. 14-0144, that alleged a violation of Aries No. 124834 /DAS No. 14-0144, that alleged a violation of Aries No. 124834 /DAS No. 14-0144, that alleged a violation of Aries No. 124834 /DAS No. 14-0144, that alleged a violation of Aries No. 124834 /DAS No. 14-0144, that alleged a violation of Aries No. 124834 /DAS No. 14-0144, that alleged a violation of Aries No. 124834 /DAS No. 14-0144, that alleged a violation of Aries No. 124834 /DAS No. 14-0144, that alleged a violation of Aries No. 124834 /DAS No. 14-0144, that alleged a violation of Aries No. 124834 /DAS No. 14-0144, that alleged a violation of Aries No. 124834 /DAS No. 14-0144, that alleged a violation of Aries No. 124834 /DAS No. 14-0144, that alleged a violation of Aries No. 124834 /DAS No. 14-0144, that alleged a violation of Aries No. 124834 /DAS No. 14-0144, that alleged a violation of Aries No. 14-0144, that alleged o of Article IV, Section 9 (Discipline and Discharge) of the 2013-2016 Collective Bargaining Agreement between the parties.

This Settlement arose out of a situation in which the Grievant received a three (3) day suspension without pay on or about September 13, 2013. The parties have agreed to the following:

- 1. The 3 day suspension will be reduced to a 1.5 day suspension upon the execution of this
- The Grievant will be reimbursed 1.5 days of pay and accruels at the rate earned on September 13,
- In consideration of the foregoing, the Union will withdraw the above referenced grievance.
- This Agreement is a good faith settlement of all issues ansing 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 ailsing from the Grievant's claims in this grievance.
- The terms of this Soltiement 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 selliement agreement is subject to Open Records and is available for public inspection and copying.

FOR THE STATE APPROVED AS TO FORM	FOR THE UNION	
Sancylya 10.18.14	Tobin White	10/18/14 Date
Jāśmiria-Sárejlija U Date Labor Relations Attorney Iowa Department of Administrative Services	Staff Representative AFSCN/2 lowe Council 61	
William Sperislage Bate	Spike Edwards	10614 Date
Deputy Warden Anamosa State Penitentiary	Grievant ()	•

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Governor Terry E. Branslad LI. Governor Nim Reyrolds

Janet Phiops, Director

Routing/Review Approval of Personnel Settlement Agreement

Places sign/date where indicated below noting the approved or dentet of the attached proposed Personnel Settlement Agraement. **After signing, please return to the attention of DAS-Communications in the Hoover Building for routing/final distribution.** if "dented." please return to DAS-Communications.

In the matter of: Sharese Rivera Manker (5 day paper suspensions
LRT Staff: Stephanie Reynolds
Agency/Department: DIA ~ State Public Defender
Director's Printed Name: Samuel P. Langholz
Director's Signature:
Date: 10 27 14 Approve: Deny:
Department of Administrative Services
Director's Printed Name: Janef E. Phipps Director's Signature: Approve: Deny: Date: 1012712041 Approve: Deny:
Department of Management
Director's Printed Name: David Roederer Director's Signature:
Date: Approve: Deny;
Office of the Altorney General
Reviewed by (Print Name): Seff Jeff Many 511
Reviewer's Signature:
Date: 11/5/14 Reviewed: Redacted: V

STATE OF IOWA AND . AFSOME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Inspections and Appeals, State Public Defender, hereinatier the State, and AFSOME lowa Council 61, hereinatier the Union, enter into the following Agreement in full and final resolution of the grievance(s) filled by Statese Manker, hereinatter the Gilevant, AFSCME No. 118606/DAS No. 14-0516, that alleged a violation of Article IV. Section 9 (Discipline and Discharge) of the 2013-2015 Collective Bargaining Agreement between the partles.

This Selltement grose out of a situation in which the Grievant was issued a five day paper suspension seems on April 30, 2014. The pattles have agreed to the following:

in onfisideration of the foregoing, the Union withdraws the above referenced grievance.
This Agreement is a good fullin selflement of all feaues arising from the facts alleged in the This Agreement is a good latin settlement of all issues arising from the lacis alleged in the
grievence. 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
collon addressed and arising from the Gilevant's claims in this grievance.
 The terms of this Settlement Agreement are considered by the parties to pertain only to the
special facts involved in this matter. Meither pady shall rely on this Agreement or die the
same as precedent in any unovances; arbitration, litigation or other proceedings in the future,
this settlement agreement is subject to Open Records and is available for public inspection

and copying.

FOR THE STATE:

FOR THE UNION:

approved as to form

Stephanie L. Reynokte Labor Relatione Specialist

lova Department of Administrative Services

Preston DeBoer Staff Representative

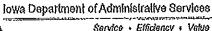
Samuel P. Langholz

State Public Defender

Sharese Manker

Crievant

Covernor Terry E. Brensled 11. Governor Kim Roynolds



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Janal Phipps, Director

Routing/Review Approval of Personnel Settlement Agreement

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

in the matter of: IMCC Nursing Dept. G	irlevances					
LRT Staff: <u>Jeff Edgar</u>		,				
Agency/Department: <u>Corre</u>	edlons					
Director's Printed Name: <u>Joh</u>	n Baldwin	!				
Director's Signature:						
Date: 31 001.	Approve: [ズ	Deny:				
Department c	of Administrative Services					
Director's Printed Name: <u>Janet Phl</u>						
Director's Signature: Aut Elkapa						
Date: 10/31/2014	Approve:	Deny:				
Department of Management						
Director's Printed Name: <u>David Ro</u> e	ederer .					
Director's Signature:						
Date: 10/31/14	▼	Deny:				
Office of the Attorney General						
Reviewed by (Print Name):	ETT Han Joon					
Reviewer's Signature:	IMM AT !	*****				
Date: 11/6/14	Reviewed: 7	Redaofed:				

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* Tajijija Plosilini DAS # 18-0805; AFELINE O 1171011 FRINCE 19-08-180

* Dan Petero) DAS # 18-0550; AFECNE # 12077

* Dan Petero; DAS # 18-0550; AFECNE # 117078

* Dan Petero; DAS # 18-0550; AFECNE # 117078

* Dan Petero; DAS # 18-0500; AFECNE # 117078

* Dan Petero; DAS # 18-0501; AFECNE # 117080; PERB # 14-48A-137

* Object Allon; DAS # 18-0501; AFECNE # 17000; PERB # 14-48A-137

* Object Allon; DAS # 18-0503; AFECNE # 123-09

* Learn Davies Technul, DAS # 18-0503; AFECNE # 17707

* Allon Daves Technul, DAS # 18-0503; AFECNE # 17707

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* Allon Daves Technul, DAS # 18-0503; AFECNE # 177070

* Health Van Turkis, DAS # 18-0503; AFECNE # 177070

* Health Van Turkis, DAS # 18-0503; AFECNE # 177070

* Amanda Lasalur DAS # 18-0503; AFECNE # 177070

* Amanda Lasalur DAS # 18-0503; AFECNE # 177070

* Amanda Lasalur DAS # 18-0503; AFECNE # 177070

* Allo Fouldon; DAS # 18-0503; AFECNE # 177070

* Allo Fouldon; DAS # 18-0503; AFECNE # 177070

* Allo Fouldon; DAS # 18-0503; AFECNE # 177070

* Allo Fouldon; DAS # 18-0503; AFECNE # 177070

* Allo Herzog; DAS # 18-0503; AFECNE # 177070

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* Allo Govillogion; DAS # 18-0504; AFECNE # 177080 (hunghridge collectivally "enleventer), that ellega a plotation of Anticle IX; Saction 11 (Paid Annual Legy con Ausonich) of the 2013-2016 Collectic Bargaling Arisenium bahissin the paties.

This sull on sir the second of situality of in which the dilevente word denied vacation leave. The pailing layer agreed to the following.

1. Find, Lene and NUCs with more than ten (10) years of scribbly shall be permitted to bid on two (2) weeks of block-vacallon for the period of January 1, 2016 to December 31, 2016. Finds, Lene and NUCs with less than ten (10) years of scribbly shall be permitted to tild on a one (1) wook for the period of January 1, 2016 to December 31, 2016. Vacation blocks shall be

wook block for the period of January 1, 2016 to December 31, 2016. Vacation blocks shall be granted by sentority.

MCC Management has provided to the Union the minimum stalling numbers for each shift. See Ex. A, altained. During the period referenced in paragraph 1, vacation requests with be excess of the minimum statting number for the respective shift. IMCO Menagement shall excess of the minimum statting number for the respective shift. IMCO Menagement shall oneme each shift dentified on Exhibit A, bet a minimum of one (1) Vacation showardleble. The parties agree that, prior to December 31, 2016 IMCO Management and Union will meet and evaluate metrics related to the vacation leave.

The parties agree that, prior to December 31, 2016 IMCO Management and Union will meet agreement on a little course of adjoint or vacation leave.

In consideration of the foregoing, the Union withdrawe the above referenced interaction. This Agreement is expect faith settlement of all issues and in the sities alleged in the interaction is all that will be received for the plains and potential cause of any other or further consideration have been made by enyone. The shove consideration is all that will be received for the plains and potential cause of any other or further considered by the parties to pertain only to the apacilic facile involved in this matter. Notifier party shall rely on this Agreement or ofte the same as presedent in any grevences; arbitration, illigation or other proceedings in the falure. This settlement agreement is subject to Open Records and is available for public inspection and copyling:

and copyling:

FOR THE STATE:	FOR THE UNION:	
APPROVED AS TO FORM	-0 4	
deline Edger Labor Relationa Specialist lows Department of Administrative Services	Enterno Anderson Dato Glaff Representative	1
Dan Graig Date	Marry Halingay Dale	
Dan Craly Date IMCO Warden	Local Prephent	
Just Elypi 10/29/201	4 XXXXIII 10/00/0014	j
Vano Phipps // Dale / Dire/rior	Date Pleader	
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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

PIII 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

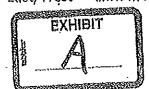
STA-1 license + 1 NUC STA-1 license

Pill Room-1 License Pillroom-1

11 (7 license) 9 (7 license)

+Addition of M unit +Hospice +Only one nurse coverage for

East/West 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 aculty 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



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Governor Terry E. Bransled Ll. Governor Kim Reynolds Jenel PHops, Director

Routing/Review Approval of Personnel Settlement Agreement

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

n the matter off Leann DeV	os-Techau; AFSCM	E#101310; DAS#1	6-0076
LRT Staffi <u>Jeff Edgar</u>			
Agency/Department:	Corrections		
Director's Printed Name:	John Baldwin	· · · · · · · · · · · · · · · · · · ·	
Director's Signature:	JOK BOR	dina	
Date: <u>28 Oct.14</u>		Approve: [X]	Deny:
De	partment of Admi	nistrative Services	
Director's Printed Name:	Janet Phipps	<u> </u>	
Director's Signature:	Duto	Lhoyn'	
Date: 10/29/20	(4)	Approve: 🔯	Deny:
	Department of	Management	
Director's Printed Name:	David Roederer	· · ·	
Director's Signature:	Sais (greate &	7
Date: 10/30/19		Approve:	Deny:
	Office of the At	torney General	-
Reviewed by (Print Nam	e):		
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 IDAS No. 16-0076, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2013-2016 Collective Bargaining Agreement between the parties.

This Selllement grose 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:

- The State agrees to remove the written reprimend from the Grievant's personnel file upon full
 execution of this document by the parties.
- In consideration of the foregoing, the Union withdraws the above referenced grievance.
 This Agreement is a good fellin 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

Approved As TO FORM

Jeffer Edgar
Labor Relations Specialist towa Department of Administrative Services

Daniel Craig
Warrien Micc

FOR THE UNION:

Learner Anderson Date

Staff Representative

Learner DeVos-Techau

Date

Griavant



Service · Efficiency · Value

Governor Terry E, Branslad 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 Le	edvina, DAS # 14-06	64, Afscme #1248	07
LRT Staffi Jeff Edgar	<u></u>	· · · · · · · · · · · · · · · · · · ·	•
Agency/Department:	Corrections	· · · · · · · · · · · · · · · · · · ·	
Director's Printed Name:	John Baldwin	·····	· .:
Director's Signature:	- ANE	solding	
Date: 3 NOV.14	U	Approve: 🛛	Deny:
De	pariment of Admir	nistrative Services	
Director's Printed Name:			
Director's Signature:	Sul	they.	
Date: 11/04/2014		Approve:42	Deny:
	Department of	Managemen t	
Director's Printed Name:	David Roederer	<u> </u>	
Director's Signature:	Seil	Jespie	
Date: <u>/////</u> //		Approve: 🛕	Deny:
	Office of the Att	orney General	
Reviewed by (Print Name	i): 14	X	
Revlewer's Signature:	////	1/1-	· · · · · · · · · · · · · · · · · · ·
Date: 11/10/14		Reviewed:	Redacted:

STATE OF TOWA AND AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Department of Corrections, lowar The State of Iowa, Department of Administrative Services and Department of Corrections, Iowa Correctional Institution for Women, hereinafter the State, and the AFSCME fowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filled by Jennifer Ledvina, hereinafter the Odevant, AFSCME No. 124607/DAS No. 14-0534, that glieged a violation of Article IV. Section 9 (Discipline and Discharge) of the 2013-2015 Collective Bargaining Agreement between the parties.

This Selliement erose 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:

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 accruate at the rate she was earning

 In consideration of the foregoing, the Union withdraws the above referenced grievance.
 This Agreement is a good faith settlement of all issues arising from the facts alleged in the This Agreement is a good faith seillement of all issues arising from the facts alleged in the grievence. No promises of any other or further donsideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance. The terms of this Seillement Agreement are considered by the parties to pertain only to the specific tacts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, titigation or other proceedings in the future. This settlement agreement is subject to Open Records and is available for public inspection.

cand copying.

FOR THE STATE:

APPROVED AS TO FORM

Jelírey Edgar

Labor Relations Specialist

lova Department of Administrative Services

FOR THE UNION:

Adam Swiner

Staff Representative

Bryan Reloks

DOC-ICIM

Jennifer ledvina

Griévant





Service · Elficlency · Value

Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Thomas Erickson, DAS # 14-0464, AFSCME # 124616 LRY Staff:Joff Edgar. Agency/Department:Corrections Director's Printed Name:John Baldwin Director's Signature:	
Agency/Department: Gorrections Director's Printed Name: John Baldwin Director's Signature: Approve: Deny:	the matter of: Thomas Erickson, DAS # 14-0464, AFSGME # 124616
Director's Printed Name: John Baldwin Director's Signature: Approve: Deny: De	RY Staff: Jeff Edgar
Director's Signature: Date: 3 NOV.14 Approve: Deny: D	Agency/Department: <u>Corrections</u>
Department of Administrative Services Director's Printed Name: Janet Phipps Director's Signature: Approve: Deny: Deny: Deny: Director's Printed Name: David Roaderer Director's Signature: Approve: Deny: Deny: Deny: Date: Management Director's Signature: Approve: Deny: Deny: Deny: Date: Management	Olrector's Printed Name: John Baldwin
Department of Administrative Services Director's Printed Name: Janet Phipps Director's Signature: Approve: Deny: Deny: Director's Printed Name: David Roederer Director's Signature: Approve: Deny:	Director's Signature: 20th Boodson
Director's Printed Name: Janet Phipps Director's Signature: Approve: Deny: De	Date: 3 NOV.14 O Approve: 🕅 Deny: 🗌
Director's Signature: Date: 11/04/2014 Approve: Deny:	Department of Administrative Services
Date: 11/04/2014 Approve: Deny: De	The state of the s
Director's Printed Name: David Roederer Director's Signature: Approve: Deny: Deny: Office of the Attorney General	
Director's Signature: Date:	Department of Management
Date: Approve: Deny: Office of the Attorney General	Director's Printed Name: <u>David Roederer</u>
Office of the Attorney General	Director's Signature:
	Date: Approve: Deny:
	Office of the Attorney General
14344	Reviewed by (Print Name):
Reviewer's Signature: Date: Reviewed: Redacted:	

STATE OF IOWA AND AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

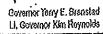
The State of lowe, Department of Administrative Services and Department of Corrections, Iowa Correctional Institution for Women, hereinafter the State, and the AFSOME lower Gouncil 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filled by Thomas Erickson, hereinafter the Grievani, AFSOME 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 lesued a one (1) day suspension without pay on or about March 25, 2014. The paries have agreed to the following:

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

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FOR THE STATE:		FOR THE UNION:	
APPROVED AS TO FORM			
011.65	11/3/14	[when the war	10/31/14
Jefrey Edgar Labor Relations Specialist	Dale	'Adam Swillbry' Staff Representative	/Date
lowa Department of Administra	ilive Services	Ali	
R P. Sta	12/30/11	Thomas	on 10/29/14
Bryan Reloks	Date	Thomas Erlekson Grievant	Date





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' Janet Phipps, Okeclor-

Routing/Review Approval of Personnel Settlement Agreement

Please sign/date where indicated below noting the approvel or denial of the attached proposed Personnel Selliement Agreement. **After signing, please return to the attention of DAS-Communications in the Hoover Building for routing/final distribution.** if "deniad," 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: 10th 1000 duwi
Date: 28 OCLIU Approve: X Deny:
Department of Administrative Services
Director's Printed Name: Janet E. Phipps
Director's Signature; Author
Date: 11 (07/2014) Approve: 4. Deny:
Department of Management
Director's Printed Name: David Roederer
Director's Signature:
Date: // / / Approve: Deny:
Office of the Attorney General
Reviewed by (Print Name): Jeff Thom (Sar)
Reviewer's Signature:
Date: Reviewed: Redacted: .

The Slaters long, Department of Administrative Services and Americas Slate Pententiary, nordinality the Selection of State, stands, and Americas Slate Pententiary, nordinality the Selection of State, stands, and Americas Enjoyaves low Council exploitation of State, stands, and Americas Enjoyaves low Council exploitation of State, and Americas Inc. 10 of the Selection of the Selection of the Selection of the Selection of Selection of Selection of Selection of Selection of Selections of Americas Selections and Discourage of this 2018 Collective derivating Agreement Dalwoon the parties.

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Service : Elliciency : Value

Governor Terry E. Branslad Lt. Governor Kim Reynolds

Janet Phipps, Director

Routing/Review Approval of Personnel Settlement Agreement
Please sign/date where indicated below noting the approval or dealer of the atlached proposed Personnel Settlement
Agreement. "After signing, please return to the attention of DAS-Communications in the Hoover Building for
routing/linel distribution." If "denied," please return to DAS-Communications.

In the matter of: CBC - 4" Judicial Distric Management issued the grievant a written re	t vs. Margaret Jauk primand	en .
LRT Staff: Michelle Grau		
Agency/Department: lowa Community	Based Corrections	, 4th Judicial Distric
Director's Printed Name: Kip Shanks	///	
Director's Signature:	hanke	
Date: 11-17-14	Approve:	Deny;
Department of Ad	ministrative Service	ės .
Director's Printed Name: Janet E. Phipps	. 1	
Director's Signature:	Thipp	
Date:	Approve:	Deny:
Department	of Management	
Director's Printed Name: David Roederer		
Director's Signature:	pedara	
Date:	Approve: -	Deny: :
Office of the A	Attorney General	
Reviewed by (Print Name):	Land 2010	,
Reviewer's Signature:		
Dale; 11/24 14	Reviewed:	Redacted: 💢
· · · · · · · · · · · · · · · · · · ·		

Hoover State Office Building

1305 East Walnut Street

Des Molnes, IA 60319

(515) 281-5380

http://das.lova.gov

STATE OF IOWA AND AFSCME Iowa Council 61

SETTLEMENT AGREEMENT

The State of lowa, Department of Administrative Services and the lowa Community Based Corrections – 4" Judicial District, hereinglier the State, and the AFSCME lowa Council 61. hereinalter the Union, enter into the following Agreement in full and final resolution of the grievence(s) filed by Margaret Jauken, hereinafter the Grievent, AFSCME 118638, that alleged a violation of Article IV, Section 8 of the 2013-2015 Collective Bargaining Agreement between the parties.



The parties have agreed to the following:

- The Written reprimand letter will be removed from the grievant's personnel file after sixth months if no further violations occur.
- sixth months if no further violations occur. In consideration of the foregoing, the Union withdraws the above referenced grievance. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievan's claims in this grievance. The terms of this Settlement Agreement are considered by the parties to partain 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.

and copying.

FOR THE STATE:

FOR THE UNION:

APPROVED AS TO FORM

Dale

Michelle Grau Labor Relations Attorney

Julie Dake Abel Staff Representative

lowe Department of Administrative Services

lowa Community Based Corrections



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Miko Candi, Director

Routing/Review Approval of Personnel Settlement Agreement

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

Center. LRT Staff: Teddra J. Porteous Agency/Department: Department of Human Services Director's Printed Name: Charles Palmer Director's Signature: Department of Administrative Services Director's Printed Name: Janet E. Phipps Director's Signature: Approve: Deny: Deny: Deny: Deny: Deny: Deny: Deny: Department of Management Director's Printed Name: David Roederer Director's Signature: Approve: Deny: Deny					
Agency/Department: Department of Human Services Director's Printed Name: Charles Palmer Director's Signature: Date: 11-21-14 Department of Administrative Services Director's Printed Name: Janet E. Phipps Director's Signature: Date: 11 21 2014 Approve: Deny: Deny	In the matter of: Virginia Loaiza & Department of Human Services/Woodward Resource Center.				
Director's Printed Name: Charles Palmer Date: 11-21-14 Approve: Deny: D	.RT Staff: Teddra J. Porteous				
Director's Signature: Date: 11-21-17	Agency/Department: Department of Human Services				
Department of Administrative Services Director's Printed Name: Janet E. Phipps Director's Signature: Date: 11 21 2014 Approve: Deny: De	Director's Printed Name: Charles Palmer				
Department of Administrative Services Director's Printed Name; Janet E. Phipps Date: 11 21 2014 Approve; Deny; Deny; Deny; Director's Printed Name; David Roederer Director's Signature; Approve; Deny; D	Director's Signature:				
Director's Printed Name; Janet E. Phipps Director's Signature; Approve; Deny; Deny; Deny; Deny; Deny; Signature; Director's Printed Name; David Roederer Director's Signature; Approve; Deny; Deny; Deny; Reviewed by (Print Name); Deny; Reviewer's Signature; Approve; Signature; Deny; Deny; Deny; Deny; Reviewer's Signature; Approve; Deny; Den	Date: 11-21-14 Approve: Deny:				
Director's Signature; Date: 11 20 2014 Approve: Deny; Department of Management Director's Printed Name: David Roederer Director's Signature: Date: 425/14 Approve: Deny: Deny: Reviewed by (Print Name): Approve: Management Reviewed: Signature: Approve: Reviewer's Signature: Approve: Management	Department of Administrative Services				
Director's Printed Name: David Roederer Director's Signature: Date: 4/25/14 Approve: Deny: Deny: Printed Name Office of the Attorney General Reviewed by (Print Name): Approve: Approve: Printed Name Reviewer's Signature:	Director's Signature:				
Director's Signature: Date: 425/14 Approve: Deny: Deny: Constitution of the Attorney General Reviewed by (Print Name): Approve: Approve: Reviewer's Signature:	Department of Management				
Date: 1/25/14 Approve: Deny: Deny: Deny: Reviewer's Signature:	Director's Printed Name: David Roederer				
Reviewed by (Print Name):	Director's Signature:				
Reviewed by (Print Name): Joke Members Reviewer's Signature:	Date: 1/25/14 Approve: Deny:				
Reviewed by (Print Name): Reviewer's Signature:	Office of the Attorney General				
Reviewer's Signature:	Reviewed by (Print Name): Jose Therapson				
Date: 12/2/14 / Reviewed: Redacted:					
	Date: 12/2/14 Reviewed: Redacted:				

awoi 40 bta AND AFŞÇME Counall 81

BETTLEMENT AGREEMENT

The Slate of lowe, Department of Administrative Services and Department of Human Services (Woodyard Resource Center), hereinaller the State, and the AFECME, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance(e) filed by Virginia Content hereinafter the Grievant, AFECME No. 122632 / DAS No. 13-0424, PERS No. 14-04-086, that alleged a violation of Adicie IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bergeining Agreement between the parties.

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

The termination issued on March 27, 2013, will be removed from the Grievant's personnel tile and the Orlevant's employment at Woodward Resource Center will be reinstaled.

and the Gllevant's employment at Woodward Resource Center will be reliteted.
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 tex.
The Grievant will not be reimbursed for any leave balance accounts or benefits.
In consideration of the foregoing, the Union withdraws the above referenced grievance.
The Agreement is a good faith sellement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by enyone.
The allows consideration is all that will be received for the claims and potential occuses of abilion addressed and arising from the Grievant's deline in this grievance.
The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this treater. Nations party shall rely on this Agreement or other has

specillo facts involved in this matter. Neithor party shall rely on this Agreement or alle fre name as precedent in any grisyances, addication, litigation or other proceedings in the titlare.

7. This satisament agreement is subject to Open Records and is available for public inspection and copying.

FOR THE STATE!

APPROVED AS TO FORM

Tedora Roneove LebocRelalidne Specialist

lowa Department of Administrative Services

Marsha Edginglor

Agency Name

Slaff Representative

Greg Levill

FOR THE UNION:

Virginia Losiza

Grievant

Dàte



Governor Terry E. Branslad Lt. Governor Kim Reynolds

Janet Phipps, Director

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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.

n the matter of: Departr	nent of Natural F	Resources vs. Ang	ela Foehring-Nkanta
_RT Staff: <u>Teddra Portec</u>	ous and Michelle	Grau	-
Agency/Department:	lowa Departme	nt of Natural Reso	urces
Director's Printed Name:		^ ~	
Director's Signature:	Chu	el Gyp	
Date:///18/2014	+	Approve:	Deny:
	Department of A	Administrative Ser	vices
Director's Printed Name:	Janet E. Phipps	. 0	
Director's Signature:	Au	Thypr	
Date: 11/20/20.	·4().	Approve:	Deny:
	Departme	nt of Management	
Director's Printed Name:	David Roederer		
Director's Signature:	Saux	Spexer	21
Date: <u>1/21/14</u>	-	Approve: X	Deny:
	Office of th	e Attorney Genera	1
Reviewed by (Print Name); ARK-	Thempsin	
Reviewer's Signature:	MAR		
Date: 12/2/14		Reviewed:	Redacted:
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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 Foelulug-Nkauta ("Grievant"), collectively (the "Parties"), IUP No.14-019 / DAS IVo. 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 atising 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 lowa's Open Records law and is available for public inspection and copying.

FOR UNION: FOR STATE: APPROVED AS TO PORM Greg A, Cross UB International Representative Labor Relations Specialist Iowa Department of Administrative Services Angela Fochring-Nkanita Chuck Gipp Grievant Director

Iowa Department of Natural Resources

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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.

Corrections vs. Donn Lowney primand per Article IV, Section 9.
rict Department of Correctional Services
Add
ms feet
Approve: Deny: Deny:
dministrative Services
Approve: Deny:
nt of Management
Alexander -
Approve: Deny: Deny:
ne Attorney General
Reviewed: Redacted:

STATE OF IOWA AND AFECME Council 61

SETTLEMENT AGREEMENT

The State of lows, 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) filled by Donn Lowney, hereinafter the Grievant, AFSCME No. 114234, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2013-2016 Collective Bargaining Agreement between the parties.

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

The parties have agreed to the following:

- 1. The willen reprimend issued on April 2, 2014 will be removed from the Grisvant's personnel file six (6) months from the date it was issued.
- The willen reprimend will not be removed if Grievant receives any like discipline within the above mentioned six (6) month timeframe.
- In consideration of the foregoing, the Union withdraws the above referenced gitevence.
 This Agreement is a good faith selllement of all issues arising from the facts alleged in the gitevance. 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 auton addressed and existing from the Gravant's claims in this orderance.
- action addressed and arising from the Grievant's claims in this grievance.

 The terms of this Selliement Agreement are considered by the parties to pertain only to the specific facis involved in this matter. Neither party shall rely on this Agreement or clie line same as precedent in any grievances, arbitration, illigation or other proceedings in the future.
- This selliement agreement is subject to Open Records and is evaluable for public inspection and copyling.

OR THE STATE:		FOR THE UNION:	
APPROVED AS TO FORM		A	
Michelle Com	11/18/14	Mr. A 10-26-14	
Alchelle Grau Abor Relations Atlomey owe Department of Administrative	Dale Services	Otto Groenowaki Date Union Representative	
Dan Aul	હા (૧૪) છ	ON STATE OF WHOMA 11-18-1	ijĮ
Daniel Fell owe Community Based Correction	Date ns	Donn Cowney Date	

DAS

lova Department of Administrative Services

Service + Elliciency + Voluo

Governor Tony & Dienslad Li. Governor Kim Roynows

Janel Phipps, Director

Routing/Review Approval of Personnel Settlement Agreement

Please sign/date where indicated below ucling the approval or dealer of the altached proposed Personnel Settlement Agreement, "After signing, please return to the attention of DAS-Communications in the Hoover Building for routing/tinal distribution." ["dealed." please return to DAS-Communications.

•	No. 13-0487; PERB No. 18-GA-014; AFSCME No. 96189
LRT Staff: <u>Jeff Edgar</u>	
	Human Services Chuck Palmer) Malman
Date: 12-3-14	Approve; Deny: Deny:
Depart	ment of Administrative Services
Director's Printed Name: <u>Jar</u> Director's Signature: Date: 12/03/3014	Dute Thipp
	Department of Management
Director's Printed Name: Da	yld Roodoror
P .	Approve: Deny:
C	ffice of the Attorney General
Reviewed by (Print Name):	Jest Thomoren
Date: 12/8/14	Reviewed: Redaoled:

STATE OF IOWA AND AFSCME IOWA GOUNCIL 61

SETTLEMENT AGREEMENT

The State of lowe, Department of Administrative Services and Department of Human Services — Independence Mental Health Institute, hereinafter the State, and the AFSCME lower Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance(s) filed by Rick Ernet, 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 Selliement 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:

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

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

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

FOR THE STATE:	FOR THE UNION;	
APPROVED AS TO FORM.	/ / / / / / / / / / / / / / / / / / /	
Jefffey Edgar Date Labor Relations Specialist Iowa Department of Administrative Services	Robin Witte Date Staff Representative	
Husyan ilmy Und 4/5/14 Georgeanne Cassidy Wescott Date DHS - Independence MHI	Rick Ernst Date Orlevant	,



Service • Efficiency • Value

Covernor Terry E. Branslad Lt. Covernor Kim Raynokis

Janet Phipps, Direcky

Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: Monlea Nye						
III the matter of momentage						
LRT Staff: Stephanle Reynolds						
Agency/Department: Department of Corrections - Iowa State Penitentiary						
Director's Printed Name: John Baldwin						
Director's Signature: Who should be signature.						
Dale: 1 DGC.14 Approve: [X] Deny:						
Department of Administrative Services						
Director's Printed Name: Janel E. Phipps						
Director's Signature: Autology						
Date: 12/01/2014 Approve: [4] Deny: [
Department of Management						
Director's Printed Name: David Roederer	·~.					
Director's Signature:						
Dale: 14/3/19 Approve: Deny:						
Office of the Attorney General						
Reviewed by (Print Name): Evic Jabor						
Reviewer's Signature;	,					
Dale: 12/11/14 Reviewed: Redacted:						

STATE OF IOWA AND AFSOME IOWA GOUNGIL BI

SETTLEMENT AGREEMENT

The State of lows, Department of Administrative Services anti Department of Correctionsflows State Penitentlery, hereinafter the State, and AFSCME lows 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. 13-0201, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Pargaining Agreement between the parties.

This Selliement grose out of a situation in which Arbitrator Andrea Mitau Kircher Issued an award dated September 12, 2014, reinstaling the Grievant to a part-line Dental Assistant position at lowa State Pentientiary. The Department of Correctionshows State Pentientiary is unable to comply with the award and reinstatement of the Orlevant cannot proceed. As such, the parties have agreed to the following:

The Grievant will resign employment effective December 31, 2014.

The Grievant shall receive a one-time annual salary payment of \$20,976.80 less all applicable tederal and state income taxes, and scolal security texes.
The Grievant shall receive a one-time payment of \$6,230,16 for health and dental insurance

premiums. In consideration of the foregoing, the Grievant will withdraw the above referenced grievance and the Grievant yalves any and all claims, demends, solions, liability, damages, or rights and causes of action of any kind whether known or unknown, foreseen or unforeseen, against the State of lowe, its current or former officers, employees and agents arising out of or resulting from the State of lowes 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 lowe or tile 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 autsing out of her employment relationship.

damages, liabilities and causes of action at law or equily based upon or directly or indirectly arising out of her employment relationship.

In consideration of the foregoing, the Union withdraws the above referenced grievance.

This Agreement is a good faith delitement 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 anion addressed and arising from the Grievant's claims in this grievance.

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

and copying.

FOR THE STATE:

APPROVED AS TO FORM

Slephante L. Reynolds
Lebor Relations Specialist
Lebor Relations Specialist
Lebor Relations Operationent of Administrative Services

Attorney

AFSOME lowa Council 61

Susio Pritohard

Susio Pritohard

Towa Department of Corrections

FOR THE UNION:

Mark Hedberg

Attorney

AFSOME lowa Council 61



Servico • Efficiency • Value

Governor Terry E. Branslad LI, Governor Vim Reynolds

Janel Phipps, Director

Routing/Review Approval of Personnel Settlement Agreement

Please sign/date where indicated below noting the approval or dentel 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.***\(\frac{1}{2}\) \(\frac{1}{2}\) \

n the matter of: Jared Bratland DAS No. 14-0264; AFSCME No. 103788
LRT Staff: _Jeff Edgar
Agency/Department; <u>Gorrections</u>
Director's Printed Name: <u>John Baldwin</u>
Director's Signature: <u>SCR Broduw</u>
Date: DEC-14 Deny: Deny:
Department of Administrative Services
Olrector's Printed Name: Janet Phipps
Director's Signature: Autology
Date: 12/01/2014 Approve; Deny:
Department of Management
Olrector's Printed Name: <u>David Roederer</u>
Director's Signature:
Date: 14/3/19 Approve: Deny: Deny:
Office of the Attorney General
Reviewed by (Print Name):
Reviewer's Signature:
Date: 19/11/14 Reviewed: Redacted:

State of Iowa AND afrome Iowa Council 81

BETTLEMENT AGREEMENT

The State of lows, Department of Administrative Services and Department of Corrections, Newton Correctional Pacility, hereinafter the State, and AFSCME lows Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grisvance(s) filled by Jared Bratland, hereinafter the Grievant, AFSCME No. 163788/DAS No. 16-0264, that elleged a violation of Article IV, Section 8 (Discipline and Discharge) of the 2013-2016 Collective Bargeining Agreement balween the parties.

This Seillement arose out of a situation in which the Orlevent 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 (i) day suspension shall be reduced to a written reprimend. Grievant shall not receive back pay or accruate as a result of the reduction in the discipline.

2. The willen reprime id shall be removed from Glovant's parsonnel file six (6) months from the date this agreement is fully executed by the parties provided Grievant receives no further discipline during that partiou.

discipline during that period, in consideration of the foregoing, the Union withdraws the above referenced grisvence, in consideration of the foregoing, the Union withdraws the above referenced grisvence. This Agreement is a good faith settlement of all leaves arising from the facts alleged in the grisvence. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the cisims and potential causes of action addressed and arising from the Grisvent's cisims in this grisvence.

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

and copying.

FOR THE UNION: FOR THE STATE: APPROVED AS TO FORM Atlem Bwihari Jeffrey Edgar Stell Representative Labor Relations Specialist lows Department of Administrative Services **Orlevent**



Service • Elliciency • Vekre

Governor Terry E. Breinslad Lt. Governor Kim Reynoldo Janol Phisps, Director

Routing/Review Approval of Personnel Settlement Agreement

Please significate where indicated below noting the approval or denial of the attached proposed Personnol Settlement Agreement, **After signing, please return to the attention of DAS-Communications in the Hoover Building for routing/linal distribution.** if *denied.* please return to DAS-Communications.

In the matter of: Tom Arras DAS #14-0324; IUP	#13-056
LRT Staff: <u>Jeff Edgar</u>	
Agency/Department: Corrections	7
Director's Printed Name: <u>John Baldwin</u>	
Director's Signature:	Sulder
Date: 1 Dec. 14	Approve: 💢 Deny: 🗌
Department of Admin	letrative Services
Director's Printed Name: Janet Phipps	
Director's Signature:	- Hupp
Date: _12/01/2014 ()	Approve:Deny:
Department of P	Management
Director's Printed Name: <u>David Roederer</u>	
Director's Signature:	needer
Date: 12/3/14	Approve: Deny:
Office of the Attorney General	
Reviewed by (Print Name):	. Tabor
Reviewer's Signature:	
Date: 12/1/14	Reviewed: Redacted:

ataté of Iowa And De Logies des Iowa unites professionals

BETTLEMENT AGREÉMENT

The Size of love, Department of Administrative Services and the Department of Department of Octgodional Content of Department of Octgodional Content of Department of Octgodional Content Content of Department of Content of Department of Content of Department of Content of Con

This settlement erose out of situations in vibiols the Gilevent was testicit a disciplinary equipment on the period of the situation of the settlement of th

The pariles have agreed to the following:-

- 1. Mündigemenit vill not pureue recomment of pay related to disciplinary action(e) from notified to fixly been paid while the employee intends of paid administrative leaved related to the discipline and any lose of pay related thereto, until study the estimation allowing enough payolice is judicided in the collective barraphing agreement.
- 2. In opnelderation of the foregoing, the Union will withdraw the above referenced. Only and a
- The agroomant is a good fallh, eillement of all leaves an ang from the facts alleged in the agreement, is a great the great any other of fullifier consideration have, been made by anyona. The chains and potential this still be required for the chains and potential cause of the chains and potential or the chains and potential or the chains and consideration.
- 4 The forms of this collisment agreement are considered by the parties to pertain only to insulate the parties of this education of the parties of this education of the constant in any green of the same of the constant in any green of the constant of the constant in the fillen of the constant of the constant of the constant is entirely to open the cords and it exclisives of public here of the constant of the co

Approved as lo form:

FORTHE STATE

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Labor Relations Specialist

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UE Loos 1981 bya United Professionale

Daniel Craly Dale Day Olassification Genter

Thomas DAyun 3/22/14



Service + Efficiency + Velue

Governor Terry E. Bransled LL Governor IOm Reynolds

Atta Carrell, Disector

Routing/Review Approval of Personnel Settlement Agreement

Please sign/date where indicated below noting the approval or deniel of the attenhed proposed Personnel Selliament Agreement. **After signing, please return to the attention of DAS-Communications in the Hoover Building for routing/linal distribution.** if *denied, * please return to DAS-Communications.

in the matter of: Michael Skerries & lowa Department of Corrections (Fort Dodge Correctional Facility).			
LRT Staff: Teddra J. Porteo	US		
Agency/Department;	lowa Department	of Corrections	
Director's Printed Name:	John Baldwin		•
Director's Signature:	SKR	-111 020ex	
Date: 10 Dec. 14		Approve:	Deny:
. De	parlment of Admi	nistrative Services	,
Director's Printed Name:	Janet E. Phipps	(α, α)	
Director's Signature:	- And	Chipp	, \
Date: 12/11/2014		Approve:	Deny: 📋
	Department of	Management	
Director's Printed Name:	David Roederer		.
Director's Signature:	Jane &) How was	
Date: 19/1/14		Approve: \	Deny:
	Office of the Att	orney General	
Reviewed by (Print Name); Jete ja	[lom. osan	F 13
Reviewer's Signature:		photo and the second	-
Date; /'Z//6/12/	/_/	Reviewed	Redacted:

STATE OF IOWA AND APSOIDE Council 61

SETTLEMENT AGREEMENT

The State of lowe, Department of Administrative Services and Department of Corrections, hereinefier the State, and the APSOME, hereinefier the Union, enter into the following Agreement in full and final resolution of the grievance(e) filed by Michael Skeries, hereinafter the Grievant, APSOME No. 124310 /DAS No. 15-0172, that alleged a violation of Article IV. Section 9 (Discipline and Discharge) of the 2013-2016 Collective Bargaining Agreement between the parties.

This Selliement arose out of a situation in which the Grievant received a five (6) day suspension on October 21, 2014. The parties have agreed to the following:

- 1. The five (6) day discipline issued on October 21, 2014 will be reduced to a three (3) day suspension.
- The Grievant will be reimbursed two (2) days of back pay at the rate he was earning at the lime of the discipline.
- into of the discipline.

 In consideration of the foregoing, the Union withdraws the above referenced grievance.

 This Agreement is a good faith settlement of all issues arising from the facia 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 adjoin addressed and arising from the Grievant's claims in this grievance.

 The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Naither party shall rety on this Agreement or clie 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 conving.

and copyling.

FOR THE STATE:

FOR THE UNION:

APPROVED AS TO FORM

Tendra Porteous Labor Relations Specialist

love Department of Administrative Services

Dale

Matt Buller

Staff Representative

lim MpKlaney

Aganoy Name

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Michael Skeries

Gueyanl



Service • Eilidency • Value

Governor Terry E. Brenslad Li. Governor Kim Reynolds Janel Phipps, Direcks

Routing/Review Approval of Personnel Selllement Agreement

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

			
in the matter of: Kalle Wulkow & Department of Human Services (Woodward Resource Center)			
LRT Staff: Teddra J. Porteo	us		
Agency/Department:	Iowa Department o	f Human Services	
Director's Printed Name:	Charles Palmer	•	
Director's Signature:	UMTalm	2.6	
Date: <u>. 1 권 - 1</u> 용 - 1 나		Approve:	Deny:
· De	partment of Admin	istrative Services	*****
Director's Printed Name:	Janet E. Phipps		
Director's Signature;	- Auto	Ehrger'	·
Date: 12-18-20	14()	Approve:	Deny: ` 🔲
	Department of N	Management	
Director's Printed Name:	David Reederer		
Director's Signature:	Second .	Jack S	
Date: 13/19/14		Approve:	Deny:
1 1	Office of the Atto	rnev General	
Reviewed by (Print Name	in A	W TOSTA	
	The state of the s		
Reviewer's Signature:	. / /		Andrew
Date: 12/24/14		Reviewed:	Redacted:

STATE OF IOWA AND AFSOME Council 61

SETTLEMENT AGREEMENT

The State of lower, Department of Administrative Services and Department of Human Services (Woodward Resource Center), hereinafter the State, and the AFSOME, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance(s) illed by Katle Wulkow, hereinafter the Grievant, AFSOME No. 1220/9 / DAS No. 14-9022, PERB No. 14-9A-190 that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2013-2018 Collective Bargaining Agreement between the parties.

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

- The three day suspension will be removed from the Grievant's personnel file. The Grievant will not be reimbursed for the three (3) days of back pay. The Grievant will not be reimbursed for any other accruals or benefits. In consideration of the foregoing, the Union withdraws the above referenced grievance. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of aciden addressed and arising from the Grievant's claims in this grievance.

 The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shell rely on this Agreement or offe 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 evaluable for public inspection and copying.
- and copying,

FOR THE STATE:

FOR THE UNION:

APPROVED AS TO FORM

Teddra Porteous Labo Relations Specialist

lowa Department of Administrative Services

Grou Lewk Staff Représentative

Merelia Edgingion

Agency Name

Dan Johnson Local 2990 President



Service : Eliklency : Value

Covernor Terry E. Brenslad LL Covernor Kim Reynolds

Janet Phaps, Director

Routing/Review Approval of Personnel Settlement Agreement

Please sign/date where indicated below noting the approved or denial of the attached proposed Personnal Seitlement Agreement. **After signing, please return to the attention of PAS-Communications in the Hoover Building for routing/linal 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: lowa Department of Human Services		
Director's Printed Name: Charles Palmer		
Director's Signature: Chitalmu.		
Date: 12-18-14 Approve: 🖳		
Department of Administrative Services		
Director's Printed Name: Janet E. Phipps Director's Signature:		
Dale: 12/18/2014 Approve: 4	Deny:	
Department of Management	· .	
Director's Printed Name; David Roederer		
Director's Signature:		
Dale: 13/19/14 Approve:	Deny;	
Office of the Attorney General		
Reviewed by (Print Name); Jeff Jaupra		
Reviewer's Signature:		
Date: 1479/14 / Reviewed	Redaoled:	

STATE OF IOWA AND APSOME Council 61

SETTLEMENT AGREEMENT

The State of lowe, Department of Administrative Services and Department of Human Services (Woodward Resource Center), hereinalter the State, and the AFSGME, hereinalter the Union, enter into the following Agreement in full and final resolution of the grievance(s) filed by Lindsay Plantz, hereinafter the Grievant, AFSGME No. 122647 / DAS No. 14-0021, PERB No. 14-0A-196 that alleged a violation of Article IV, Section 9 (Disnipline and Discharge) of the 2013-2016 Collective Bargaining Agreement between the parties.

This Selliement 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:

- The five (5) day paper suspension will be removed from the Orievant's personnel file and replaced with a cosch and counseling.
 The Orievant will not be reimbursed for the five (5) days of back pay.
 The Orievant will not be reimbursed for any other accruals or banefile.
 In consideration of the foregoing, the Union withdraws the above referenced grievance.
 This Agreement is a good fall sellisment of all issues arising from the facts alleged in the grisvance. 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 Orievant's claims in this prevance.
 The terms of this Ostilement 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 other passed as proceedent in any grievances, arbitration, litigation or other proceedings in the future.
 This selliement agreement is subject to Open Records and is available for public inappolicn and copying.
- and copying.

FOR THE STATE:

APPROVED AS TO FORM

eddra Porteous

Labor Rélations Specialist lovia Department of Administrative Services FOR THE UNION:

Gren Lewis ()

Staff Representative

Merena Edgington

Agency Name

Grevant



Service • Efficiency • Value

Governor Teny E. Branslad Lt. Governor Kim Reynolds

Janel Phipps, Director

Routing/Review Approval of Personnel Settlement Agreement

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

in the matter of: Courtney Supino, DAS # 14-0567; AFSCME	: # 124 6 22
LRT Staff: Jeff Edgar	
Agency/Department: <u>Corrections</u>	
Director's Printed Name: John Baldwin	
Director's Signature: Director's Signature:	
Date: 15 30m 15 Approve:	Deny:
Department of Administrativė Sei	rvices
Director's Printed Name: Janet Phipps	
Director's Signature:	1270
Date: 01/15/2015 () Approve: [Deny:
Department of Management	
Director's Printed Name: David Roederer	
Director's Signature:	Z
Date: 1/15/15 Approve: D	Deny;
Office of the Attorney General	· .
Reviewed by (Print Name): Thomps	~
Reviewer's Signature:	
Date: 1/16/15 Reviewed:	Redacted:

STATE OF IOWA AND AFSCME IOWA COUNCIL 61

GETTLEMENT AGREEMENT

The State of lowe, Department of Administrative Services and Department of Corrections, lowe Correctional Institution for Women, hereinafter the State, and the AFSCME lowa Council 61, hereinalter the Union, enter into the following Agreement in full and final resolution of the grievance(s) illed by Couriney Supino, hereinalter the Gilevant, AFSOME No. 124622/DAS No. 14-0567, that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2018-2015 Collective Bargaining Agreement between the parties,

This Spillement arose out of a cituation 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 lowe Correctional institution for Women. Grievant will have the same shift and days off she had prior to her termination.
- The termination letter shall be removed from Grievant's personnel file and replaced with this agreement, which shall constitute a ten (10) day suspension con (10) day suspension c 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 size is returned to work.
- 4. In consideration of the foregoing, the Union withdraws the above referenced grievance.5. This Agreement is a good falth settlement of all issues arising from the facts alleged in the gilevance. 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 arieing from the Orlevent's dalins in this grievance.
- 8. The ferms of this Seitlement 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 oile the same as precedent in any grievances, arbitration, illigation 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

Jaff Edgar

Labor Relations lowa Department of Administrative Services Adam Swihark

FOR THE UNION:

Staff Representative

Suele Pritohard Dale Gourney Supino Original Dale Original Original Dale Original Or

01/102/2019 Date



Service • Elitcioney • Value

Governor Terry E. Branslad Ll. Governor Kim Reynolds Janel Phipps, Director

sanat Liticos! Direct

Routing/Review Approval of Personnel Settlement Agreement

Please sign/date where indicated below noting the epprovel or deniel of the allached proposed Personnel Settlement Agreement. **After signing, please return to the attention of DAS-Communications in the Hoover Building for routing/linel distribution.** <u>if "denied," please rottin to DAS-Communications.</u>

In the matter of: Grievance #s: IDAS# 15-0057; NO #1503
LRT Staff: Blair Parker
Agency/Department:
Director's Printed Name: <u>Commandant Jodi Tymeson</u>
Director's Signature: Jodi S. Zymeson
Date: 3-21-15 Approve: X Deny:
Department of Administrative Services
Director's Printed Name: Janet E. Phipps Director's Signature: Auto Chipp Date: 03/27/2015 Approve: Deny:
Department of Management
Director's Printed Name: David Rosderer Director's Signature; Approve: Deny:
Office of the Attorney General
Reviewed by (Print Name): Eviz Tubov
Reviewer's Signature:
Date: 3/27/15 Reviewed: X Redacted:

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Kar 27 2015 01:01pm TAMA COUNTY HEALTH Fax 6166974299

PAGE 02/02 Har 27 2015 10:38em P002/002

STATE OF IDWA ana TRACY HARMS

SETTLEMENT AGREEMENT

The State of lowe, Department of Administrative Services and the Iowa Veterans Home, hereinaffor the State, and Tracy Harns, grievent, hereinafter the Orlevant, enter into the following Agreement in full and final resolution of the non-contract prayance, IDAS# 16-0057; NC 1503, that alleged a violation of lowe Code 11-81,2 (8),

This Selliament cross out of a situation in which the Griavant 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, Gitevant shall be reinstated to the position of Administrative Assistant I (pay grade 21), restoring Gilevant's initial hiring date to January 4,
- 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, 2018, then the one (1) day suspension shall be removed from the Grievant's personnel file. No payment of back pay, altomays' fees or pension contributions are contemplated by this reduction in discipline,

The Grievant will be reimburged eighty-five (86) hours of vacation leave accruels and one hundred and nineteen (119) hours of sick leave accousis,

The parties agree that this settlement agreement is not fully executed until all of the algorithms 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 grievence.

6. This Agreement is a good faith settlement of all leaves erising from the fauls 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 adeing from the Orlavant's claims in this grievance.

The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facte involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievences, arbitration, liligation or other proceedings in the future.

This sattlement agreement is subject to Open Records and is available for public inspection and copylna.

APPROVED AS TO FORM

FOR THE STATES

Blair Parker

Labor Relations Attornay

lowa Department of Administrative Services

Penny Culler-Bernudez

lowe Veleren Homes

FOR THE GRIEVANT:

Tracy Harns

Grievant

Date

Amy Pellogist, Attorney at Lav

Hopkins & Hoepner

Date



Service • Elilciency • Value

Governor Terry E. Brenslad Ll, Governor Kim Reynolds Janel Plypps, 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 signiling, please return to the attention of DAS-Continuinications in the Hoover Building for routing/tinal distribution,** [t*denied,* please return to DAS-Communications.

in the matter of: Laurie Allen DAS# 16-0001; AFSOME# 124966		
LRT,Staff: Jeff Edgar		
Agency/Department: lowa Workforce Development		
Director's Printed Name: Beth Townsend		
Director's Signature:		
Date; 4-0-15 Approve; Deny;		
Department of Administrative Services		
Director's Printed Name: Janet Philipps		
Director's Signature:		
Date: <u>04/02/2013</u> Approve: Deny; Deny;		
Department of Management		
Director's Printed Name: David Roederer		
Director's Signature: Access		
Date; 4/2/15 Approver Deny:		
Office of the Attorney General		
Reviewed by (Print Name): Jest Thomas Reviewer's Signature:		
Date: 4/3/16 Reviewed: Redacted:		

STATE OF IOWA APSOME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of lows, Department of Administrative Services and lows Workforce Development, hereinafter the State, and the AFSOME town Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance (e) filed by Lattrie Allen, hereinafter the Grievant, AFSOME No. 124968/DAS No. 16.0001, that alleged a violation of Adde IV. Section 9 (Discipline and Discharge) of the 2018-2016 Collective Bargaining Agreement between the parties.

This Selliement arose out of Grievani's discharge from employment with the State on or about June 24, 2014. The parties have agreed to the following:

3. Grievent agrees to resign in lieu of discharge for cause, acknowledges that he/she will be discussified from future state employment bureuant to lowe Administrative Code r. 11—64.2(6) and all mallyely agrees not to seek future State employment.
 2. Grievent shall receive a tump sum payment of twelve thousand five hundred dollars (\$12,500.00), treated as taxable income at the first tex rate and not subject to the IPERS

(\$12,600,00), treated as taxable income at the flat tex rate and not subject to the IPERS deduction.

In consideration of the foregoing. The Union withdraws the above referenced grievance, in consideration of the foregoing. The Agreement is a good faith sellement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by shyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Greyant's claims in this grievance.

The terms of this Sellement Agreement are considered by the parties to partain only to the specific involved in this matter. Neither party shall rely on this Agreement or other same as precedent in any grievances, arbitration, illigation or other proceedings in the future. This Sellement Agreement is subject to Open Records and is systlable for public inspection and copyling.

7. This Selliement Agreement is not binding until completely approved in accordance with

for the state: Approved as to form	FOR THE UNION:	
Jeff Edger Date Labor Relations Specialist lowa Department of Administrative Services	MAHABAL MAIL Buller Blaff Representative	3/30/2015
Belly Townsend Director, Jowa Workjorce Davelopment	Jamie Allen Laurie Allen Grievent	3/3 0/2015 Dale



Department of Justice

THOMAS I. MALER ATTORNEY GENERAL IEFFREY THOMPSON DEPUTY ATTORNEY GENEPAL Address reply to: Attorney general, hoover burding 2⁵⁰ Foor DES Monies, Kowa 50319-0103 Telephone: [515] 281-5164 FACSIMAE: [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.

n the matter of: Deborah Dreyer vs. Anamosa State Penitentiary
Agency/Department: Anamosa State Penitentiary
Director's Printed Name:Jerry Bartruff
Director's Signature:
Date: Approve: Deny:
Department of Administrative Services
Director's Printed Name: Janet E. Phipps
Director's Signature:
Date: 4/14/2015 () Approve:
Department of Management
Director's Printed Name: David Roederer
Director's Signature:
Date: 4/14/15 Approve: Deny:
Office of the Attorney General
Reviewed by (Print Name):
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) <u>Voluntary Quit</u>. Claimant voluntarily quit her employment with the State.
- (2) <u>Waiver and Release</u>. 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 seg., 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. <u>Older Workers Benefit Protection Act of 1990</u>. 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) <u>Covenant Not to Sue or File Administrative Complaint</u>. 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) <u>Concomitant Settlement</u>. 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.

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(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.

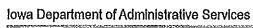
- Entire Agreement. The Agreement constitutes the entire agreement between the parties pertaining to the subject matter of the Agreement, and it supersedes all negotiations and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matter of the Agreement. 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.
- Laws. The Agreement shall be construed under the laws of the State of Iowa, (8)without regard to the principles of conflicts of law, and any action to construe or enforce the Agreement shall be brought in the courts of the State of Iowa.
- (9)Severability. If any terms of the Agreement shall, to any extent, be construed to be invalid or unenforceable, then such term shall be construed in a manner so as to permit its enforceability to the fullest extent under the applicable law. In any case, the remaining terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed the Agreement.

Deborah Dreyer, CLAIMANT

Subscribed and sworn to the 28

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



Service • Efficiency • Value

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.** ff" "denied." please return to DAS-Communications.

In the matter of: Cheri Wells (AFS #101898; DAS #14-0517)		
LRT Staff: <u>Jeff Edgar</u>		
Agency/Department: Director's Printed Name:	Charles Palmer Charles M. Jalmer	
Director's Signature: Date: <u>4 15 イち</u>	X CM Talmer Approve:	Deny:
Department of Administrative Services Director's Printed Name: Janet Phipps		
Director's Signature; Date: 04/16/2015	Approve: 1	Deny:
Department of Management		
Director's Printed Name: David Roederer Director's Signature: Approve: Deny:		
	i A	
Reviewed by (Print Name): Reviewer's Signature: Date: 3/24/1	Office of the Attorney General Reviewed:	Redacted:

STATE OF IOWA AND AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of lowa, Department of Administrative Services and Department of Fluman Services, Mount Pleasant Mental Fleatith Institute, hereinafter the State, and the AFSCME lowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance(s) filed by Cherl 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:

- 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, liligation or other proceedings in the future.
- This settlement agreement is subject to lowa'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:	FOR THE UNION:	
APPROVED AS TO FORM		1
Jeff Edgar , Date Labor Relations Specialist Iowa Department of Administrative Services	Kenton Cole Staff Representative	1/-8-15 Date
CMD/my 4-15-15	200/ 11. Q)·	4/0/15

Cherl Wells

Grievant

Date

Date

Charles M. Palmer

Director, Dept. of Human Services



- (NATAR-ANDRONE) (CENTRAL MARKET | FROM A COMPANIES OF CONTRACTOR OF CO

Department of Justice

THOMAS I, MALER ATTORNEY GENERAL IEFFREY THOMESON DEPUTY ATTORNEY GENERAL ADDRESS REFLY TO:
ATTORNEY GENERAL, HOOVER BUILDING 2th Floor
DES MONINS, 67HA S00318-0109
THEEPHONE: (S15) 281-51E4
FACT-MARE: (S15) 281-4209

LICENSE. CHARACTER CALCULATION CONTRACTOR STREET, THE CONTRACTOR C

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 Nt almin	
Date: <u>5-14-15</u>	Approve: Deny:	
	Department of Administrative Services	
Director's Printed Name:	Janet E. Phipps	
Director's Signature:	Trets thippy	
Date: 05/18/2015	Approve: Deny: Deny:	
	Department of Management	
Director's Printed Name:	David Roederer	
Director's Signature:	Jain Joseph	
Date: 5/10/15	Approve: Deny:	
Office of the Attorney General		
Reviewed by (Printed Name):	peffrey Thompson	
Reviewer's Signature:		
Date: 5 27/15	Approve: Deny:	

Problem (Property Company)

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

Particular States States

Date

Date

Charles Avery/Date

Investigator

Jens Nissen/Date

IOSH Administrator