

THE STATE OF NEW HAMPSHIRE

PERSONNEL APPEALS BOARD

Docket No.: 2010-D-018

Appeal of Raymond Castor

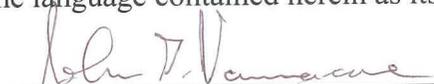
SETTLEMENT AGREEMENT

Now come the parties and state that this matter shall be resolved on the following terms:

1. The demotion of the Appellant Raymond Castor shall be to a position of Highway Maintainer III (hereinafter referred to as HM III).
2. The Appellant's rate of pay shall be at the rate of HM III (Labor Grade 12, Step 8).
3. Upon approval of this Agreement by the Personnel Appeals Board, the Appellant shall be assigned immediately to the District 4 shed located in Marlow, New Hampshire (Patrol Section 403).
4. The Appellant shall receive the pay differential between HM III (Labor Grade 12, Step 8) and his current pay as a Highway Maintainer II retroactive to the date of his demotion, November 16, 2009 and continuing through the date of his instatement as an HM III, for each hour, or part thereof, actually worked during that period and any hours not work but for which the Appellant received pay, whether at the regular hourly rate or at the overtime rate.
5. Appellant shall participate in the Psycho-Social Educational Program offered by the Employee Assistance Program to enhance workplace behavior, to assist the Appellant in adjusting to the demotion and, assuming Appellant's consistently good work performance, to enhance his likelihood of being promoted in the future.
6. The State of New Hampshire Department of Transportation shall provide, at the state's expense, education and training on safety and interpersonal skills in order to assist the Appellant in his work performance. Courses that are required are: "Understanding and Valuing Differences" and "Assertive Communications". Both courses will be offered by Bureau of Education and Training in the near future. Additionally, it is required that the Appellant take at the state's expense "Managing Excavation Hazards" (a.k.a. Excavation Competent Person Training), and the OSHA 10-Hour Construction Industry Outreach Training Program, which can be accessed through Keene State College. The Appellant shall be paid for time required to attend these courses and for his mileage to and from the courses.

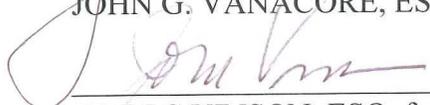
7. Appellant's defense of this disciplinary action shall not be used by the Department of Transportation or its employees to in any manner to impede, prejudice, or in any way have a negative influence on any future application for promotion by the Appellant.
8. The Department of Transportation's disciplinary action shall not be used by the Appellant in any manner to impede, prejudice, or in any way have a negative influence on any Department of Transportation personnel.
9. At the time of assignment per Paragraph 3 above, both parties shall meet to review the Appellant's HM III Class Specification and Supplemental Job Description, the terms of this Settlement Agreement, and the expectations of both parties with respect to work performance.
10. The Appellant's willful failure to abide by the terms of this Settlement Agreement shall result in the Appellant being reinstated at his pre-Settlement Agreement position and rate of pay. Appellant shall be entitled to notification of any perceived willful failure to abide by the terms of the settlement prior to any such reinstatement. In the event of a dispute between the parties with regard to any claimed willful failure to abide, the validity of any such claim, and the appropriateness of any such reinstatement shall be submitted to the Personnel Appeals Board for a ruling. No action shall be taken without a prior ruling of willful failure by the PAB.
11. The parties request that the Personnel Appeals Board approve this Settlement Agreement and issue an order adopting the language contained herein as its final order in this case.

2-4-2011



JOHN G. VANACORE, ESQ. for the Appellant

2-4-2011



JOHN C. VINSON, ESQ. for the State of New Hampshire

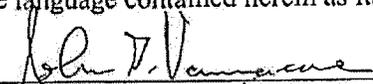
This agreement is adopted and ordered this 11th day of February, 2011.

See attached - executed on behalf of
the NH PAB 2-8-2011

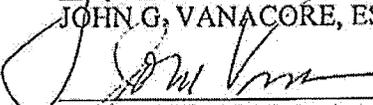
7. Appellant's defense of this disciplinary action shall not be used by the Department of Transportation or its employees to in any manner to impede, prejudice, or in any way have a negative influence on any future application for promotion by the Appellant.
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2-4-2011

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JOHN G. VANACORE, ESQ. for the Appellant



JOHN C. VINSON, ESQ. for the State of New Hampshire

This agreement is adopted and ordered this 8th day of February, 2011.

