



State Employees Association of New Hampshire, Inc.

Local 1984, Service Employees International Union
AFL-CIO, CLC

August 12, 1991

HAND DELIVERED

Mary Ann Steele
Executive Secretary
NH PERSONNEL APPEALS BOARD
State House Annex
Concord, NH 03301

RE: Appeal of Kevin Durant
DOCKET #91-T-11

RECEIVED
DIV. OF PERSONNEL
AUG 12 1 30 PM '91

Dear Ms. Steele:

To confirm my telephone discussion with Faith from your office on August 9, 1991, the parties have settled the above matter. The hearing scheduled for August 14, 1991 will therefore be unnecessary.

I enclose a copy of the settlement agreement executed on August 8, 1991. I will formally withdraw Mr. Durant's appeal as soon as the stipulations of the agreement are completed.

Thank you for your assistance.

Sincerely,


Michael C. Reynolds
General Counsel

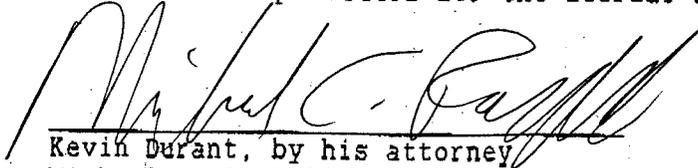
MCR/ba

cc: Kevin Durant
Sharon Sanborn
Barbara Maloney, Esq.

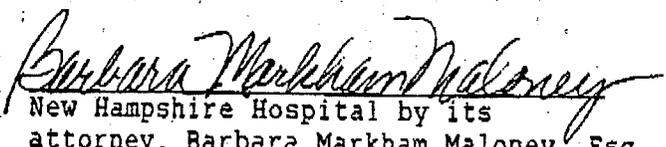
AGREEMENT

This agreement represents the conditions established between New Hampshire Hospital and Kevin Durant to provide for the rehiring of Mr. Durant into the position of Mental Health Worker I, Labor Grade 8, Step 2.

1. Kevin Durant will be rehired into a full time, permanent position and will receive the sum of \$3,000.00 pre-tax.
2. Kevin Durant will not be required to go through a probationary period.
3. Kevin Durant will be assessed for the need for re-training, however should re-training be required in any or all components of the Mental Health Worker training program, such retraining will not be construed as disciplinary in nature or an indication of unsatisfactory performance.
4. The fact of Mr. Durant's previous dismissal from New Hampshire Hospital will have no negative bearing on his present employment.
5. Kevin Durant waives any monetary claim against New Hampshire Hospital including but not limited to retroactive pay and benefits and agrees to withdraw his appeal from the New Hampshire Personnel Appeals Board.
6. New Hampshire Hospital waives any financial claim against Kevin Durant, including but not limited to his paid educational leave of absence plus tuition.
7. The parties agree that Kevin Durant will begin work at a mutually acceptable date within 30 days of the signing of this agreement.
8. This agreement to rehire Kevin Durant is subject to the rules of the New Hampshire Division of Personnel and contracted insurance providers for the accrual and computation of benefits..


Kevin Durant, by his attorney
Michael C. Reynolds, Esq.

8/8/91
Date


New Hampshire Hospital by its
attorney, Barbara Markham Maloney, Esq.

8 August 1991
Date