

NH PERSONEL APPEALS BOARD

APPEAL OF LAYNA CONKLE
NH Veterans' Home – Termination
Docket # 2010-T-011

SETTLEMENT AGREEMENT

The parties in the above-captioned matter hereby settle this case as follows:

1. The NH Veterans' Home (NHVH) will void the February 23, 2010 letter of termination.
2. NHVH will issue a letter of warning for the two incidents referred to in the February 23, 2010 letter of termination.
3. NHVH will reinstate Ms. Conkle retroactively to the date of termination (February 23, 2010).
4. Ms. Conkle will return to work on January 21, 2011. She will return to work with the same labor grade as she had on February 23, 2010; but will receive the September 16, 2010 step increase that would have been due her on her anniversary date of September 16, 2010.
5. NHVH will calculate the amount of money Ms. Conkle would have received had she not been terminated up to the date she returns to work (anticipated to be January 21, 2011). Ms. Conkle will provide appropriate documentation to NHVH demonstrating the amount of unemployment compensation she received and her gross outside earnings, subsequent to February 23, 2010 up to January 21, 2011. These later two amounts will be added together, and

that amount will be subtracted from the gross retroactive figure specified above. NHVH will pay to Ms. Conkle fifty percent (50%) of the difference between the gross retroactive pay amount and the sum of her unemployment compensation and outside earnings. The usual and standard deductions will be taken out of this final retroactive pay figure. This payment will be calculated and paid to Ms. Conkle within a reasonable amount of time.

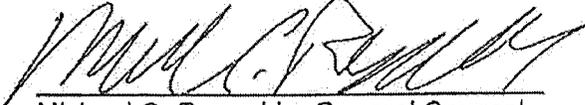
6. Ms. Conkle will return to work on the same shift as she had on February 23, 2010; but NHVH may determine the location and job assignments, as was and is NHVH's authority in any event.
7. Ms. Conkle agrees not to appeal the letter of warning specified in paragraph number two above.
8. Ms. Conkle will withdraw this termination appeal with prejudice; and understands that she may not go forward with or revive this appeal.
9. Ms. Conkle will attend any appropriate training or re-training as may be necessary to effectuate this agreement and her return to work.
10. By entering into this Agreement, neither party makes any admission of any fact or allegation, express or implied.
11. The parties intend to keep this Agreement confidential to the extent allowed under NH law.

For Layna Conkle:

Date: January 5, 2011

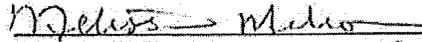

Layna Conkle

Date: January 5, 2011

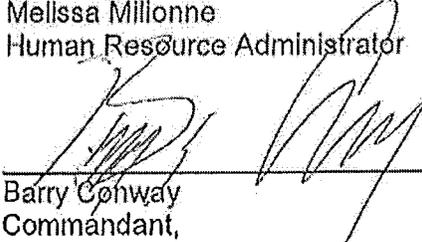

Michael C. Reynolds, General Counsel

For NH Veterans Home:

Date: January 5, 2011


Melissa Millionne
Human Resource Administrator

Date: January 6, 2011


Barry Conway
Commandant,

The above Settlement Agreement is approved and is hereby adopted as an order of the
NH Personnel Appeals Board.

Date: 10 January 2011


Patricia A. Mark
Chairman

Date: _____

Date: _____
