

Regular Meeting of the  
Hillsborough County Board of Commissioners  
January 7, 2009  
Bouchard Building, Goffstown, NH

Minutes of the Public Session  
(Not Official Until Approved by the Board and signed by the Clerk.)

**Present:** Comm. T. Pappas, Comm. C. Holden, Comm. M. Clemons, B. Moorehead, J. O'Mara, M. Rusch, G. Wenger, and L. Stonner.

Also Present: Nursing Home Staff included K. Covert, S. Chidavaenzi, and M. Newton. Representing the Union were S. Lyons, R. Hults, and C. Benner. Grievants included D. Triconi, C. Casey, B. Raczkowski, P. McMaster and J. Lamy.

### 1. Pledge to the Flag

Comm. Pappas called the meeting to order at 9:52 a.m., followed by the Pledge to the Flag led by G. Wenger.

### 2. Board Organization

Comm. Pappas requested that the Board open nominations for Chair of the Board.

**Motion:** To open nominations for the Board Chair. By Comm. Clemons.

**Motion:** To nominate Comm. Pappas as the Board Chair. By Comm. Clemons.

**Motion:** To nominate Comm. Holden as the Board Chair. By Comm. Holden.

Comm. Pappas asked if there was a second to the motion for Pappas as Board Chair before moving to the second motion.

Comm. Pappas seconded the motion nominating herself for Chair.

Comm. Holden indicated that she wished to make a statement to be included in the public record.

Comm. Holden noted that her horoscope for January 5<sup>th</sup> read: "Unless you know what you are doing and lay out a game plan, you could end up working hard with little to show for your efforts. Take time to draw up a blueprint."

Comm. Holden's continued: "I was appointed as a County Commissioner by a panel of judges in May of 1997. I have worked as a team player during the past 11 ½ years. The prior Commissioner from District 2 was Chair from 1997 to 2007. The present Chair was Chair from 1995 to 1996. She has served as Chair four years, or two terms, including this past term of 2007 to 2009." She noted that in previous meeting she has indicated that she would like an opportunity to be Chair, representing the towns. She continued: "I believe that I had a lot to show for my efforts during my 11 ½ years and respectfully ask for the opportunity to be Chair this time. I pledge to support rotating the Chair to District 2 in two years. The Commissioners rule by majority, and I believe that all three of us are capable of the role. Last year I was told by the current Chair that this was Manchester's turn. As Vice-Chair, I was the acting Chair of the Organizational meeting. I opened the meeting, and Comm. Clemons nominated Comm. Pappas as Chair. I had never met or spoken to him, and I was surprised. Comm. Pappas seconded the nomination. The vote was 2-0 with my abstention. There was no discussion. I was subsequently nominated as Vice Chair. I hope this year is not a repeat of last year and that at least one other Commissioner will vote the current motion down and give me some consideration as Chair. I will continue to work hard for my constituents and Hillsborough County either way. Thank you for your consideration of my comments."

Comm. Pappas noted that the last two years were good years under her Chairmanship and hopes that the other Commissioners feel the same way. She expressed her belief that the Board has participated in open discussion, and she hopes that the other Commissioners think that she has kept the train running on time and that the Board has always brought forth the opinion of the majority. She indicated that is how she feels about her accomplishments as Chair, and she is sorry that Comm. Holden cannot support her again as Chair. Comm. Holden responded that she was sorry that she could not support her as well.

Comm. Clemons noted that the previous Chair had served for ten years, and was re-elected for five consecutive terms, and unless there was a reason for rotating the Chair, he would not favor doing so; he expressed the opinion that it would be wrong just to do it, and further noted that it would be “a slap in the face” to the current Chair if she did not remain in that position. Additionally, he noted that he believes that it is impossible to rotate the Chair on the Commissioners level because there is an election every two years, and that certainly, if he is defeated in the next election, the Board would not want a rookie becoming the Chair. He noted that these are the reasons he has chosen to re-nominate Comm. Pappas for the Chairmanship.

Comm. Holden expressed her belief that things could be improved and hopes that in the coming term, all decisions will be made at the Board level. She noted that she was blind-sided as she was this year with motions coming forward.

Comm. Pappas noted that she believes that all the Commissioners have tried hard this past year to obey the Right to Know law, and recognized that it is a little difficult at times, particularly when you meet in social settings, but she believes that this Board tries to follow the law.

Comm. Clemons noted that he has never had a discussion with Comm. Holden or Comm. Pappas outside the parameters of an official meeting.

There being no further discussion, the Board voted on the motion to appoint Comm. Pappas as Chair.

Comm. Clemons and Comm. Pappas voted in the affirmative. Comm. Holden noted that she was present. The motion carried.

Comm. Pappas entertained motions to fill the other two Board positions.

**Motion:** To appoint Comm. Holden as Vice-Chair. By Comm. Clemons, second by Comm. Pappas. Motion carried.

**Motion:** To appoint Comm. Clemons as Clerk. By Comm. Holden, second by Comm. Pappas. Motion carried.

### 3. Minutes

Minutes were not presented for approval.

### 4. Business Office

Approval of Accounts Payable Register

**Motion:** To approve the Accounts Payable Register dated 1/6/09 in the amount of \$2,999,687.04, subject to review and audit. Motion by Comm. Holden, second by Comm. Clemons. Motion carried.

Bid # CIS-8-2009 – Nursing Home – GeriMenu Annual Software Maintenance

Mr. Wenger explained that Bid # CIS-8-2009 is for the annual software support for the maintenance of existing software, and it is only provided by one vendor.

**Motion:** To approve Bid # CIS-8-2009 for the Nursing Home for the GeriMenu Annual Software Maintenance, to the CBord Group, Ithaca, NY at a price of \$1,009.20; it is a single source bid under RSA 28:8-3 V. CBord is the current vendor. By Comm. Clemons, second by Comm. Holden.

Comm. Clemons inquired about the bid, and Mr. Wenger explained that this is for maintenance of the software and support to keep the software current, to correct errors, install updates, and get it “up and running” in the event of a failure. He further noted that it is extremely important to have this because it is used on a daily basis for menu planning at the Nursing Home.

Motion carried.

Mr. Wenger suggested that while the Board is considering its direction for the coming term, he would recommend that the Board consider increasing the Bid amount that needs to come before the Board from the \$1,000 County policy requirement to the statutory \$5,000 bid requirement. He noted that the four Administrators support this, and further noted that it should not change how the process is handled internally. Mr. Wenger reported that the Auditor indicated that he did not understand why it is so low. He anticipated that the Auditor will be making a recommendation; he actually suggested an amount of \$10,000 until he learned that the State statute requires that all bids in excess of \$5,000 require approval by the Board of Commissioners.

Mr. Wenger noted that the issue of Single Source bidding is a situation that causes confusion and questions; he suggested that the Board and the Departments are investing an inordinate amount of time procedurally to do bids that are frequently within tens of dollars of the \$1,000 County policy limit. He suggested that perhaps the time spent in processing these bids, making all the copies, and taking time to be at the meetings to submit them is no longer justified. The Board discussed the Bid amount, and the reason for setting it at \$1,000. There was a general consensus that the low amount was set years ago by State statute because there was a need for the County to have checks and balances in place. Mr. O’Mara noted that this change, if approved, might give the Departments more latitude to choose local vendors; he further noted that his Department is unique in that it bids for services where there is a commission involved such as the Inmate telephones and the Commissary services, and in these cases, the amount of commission is important. Mr. O’Mara indicated that if any vendor became upset over the process, or from not winning a bid, he would immediately forward the complaint to the Business Office. Mr. Wenger suggested that the Board might wish to consider some reporting or requirements, such as a reporting of every bid or expenditure over \$1,000.

Comm. Clemons noted that this change will put much responsibility on the Department Heads because they will now be responsible for awarding the bids instead of that responsibility remaining with the Board. He suggested that a reporting system be developed.

Mr. Wenger noted that Mr. O’Mara, for example, requires a bid for every item over \$100; he noted that the procedures will not change; they will simply be done internally within each Department, and can be done by telephone versus sending out bids and waiting for days or weeks for them to come back. There was discussion about working out a system for dealing with vendors who might complain. Mr. Wenger noted that the statute relative to bidding is unique for Hillsborough County.

Comm. Holden noted that the County’s plan could be a blueprint for contemplation of changes to the statute on the State level, and to look at the insurance qualification, as well as some of the other requirements in the statute that other Counties do not have to meet. She suggested there could be changes

to the statute to include requirements for the Sheriff's Office, the Register of Deeds, the County Attorney, and other County Departments so that all County Departments are following the competitive bidding statute. The Board decided to consider the issue further, and Mr. Wenger will support them in drafting a plan to be presented at the next Board meeting. Mr. Wenger suggested that perhaps, as an interim step, it could be done informally by having the Departments submit copies of bids that have been awarded. He noted that County is still subject to being challenged, so the County will have to have documentation to establish how bids were awarded.

Mr. O'Mara explained that early in the nineties, the DOC placed legal notices in the newspaper for all bids over \$1,000 and they got no response; they became proactive in sending out faxes, making phone calls and getting area vendors participation. Comm. Clemons asked Mr. Wenger to come up with an appropriate motion for the Board's consideration.

## **5. Department of Corrections**

### Census

Superintendent O'Mara presented the Department of Corrections' Census dated January 5, 2009. He reported that the DOC is holding 618 Inmates in custody. There are 552 men, which includes 174 that have been sentenced and 378 that are being held pre-trial. There are 66 women, which includes 21 that have been sentenced and 45 that are being held pre-trial.

Supt. O'Mara informed the Board that the January meeting of the Mental Health stakeholders will take place at the DOC on January 20, at 2:00 p.m., and the February meeting will be held at the Bouchard Building in the large conference room at 2:00 p.m. on February 19<sup>th</sup>. He noted that the group is broken up into two Committees; one Committee relative to a Mental Health Court, and the other, a Contracts Assessment Sub-committee.

Mr. O'Mara informed the Board that the best models appear to be in Ontario as they have the most number of intercepts.

Mr. Wenger informed the Board that he and Comm. Holden met with P. Lunsford from to review the extra Primex program. He noted that while it may be possible to lower the costs if the County is willing to participate in the special programs, they are not prepared to make a recommendation until more information is available. He suggested that the County continue discussion relative to a discount, but noted his opinion that it was premature to enter into a commitment. The Board agreed.

Mr. Wenger noted that the County should be receiving a revised not-to-exceed cost by next week. He informed the Board that the County is processing Retirees out of its current program into the First Seniority Freedom plan. He noted that many were switched to the new plan by January 1, and the remainder will be switched by July 1.

Mr. Wenger updated the Board on the Certificate of Occupancy for the second floor. He noted that Goffstown Fire Lieutenant Connor and the State Fire Marshall visited the site. They conducted an inspection and cited new issues that need to be addressed, which were not cited in the previous inspection. Issues are minor and include moving strobe lights to the other side of a hallway, and adding strobes and detectors. These issues will be addressed by the 19<sup>th</sup>. The recent inspection does not preclude occupancy by the Court...they are up and running, and this will not interfere with their operation.

Mr. Wenger informed the Board that Pelmac is finishing the installation of the Security system, which included the card readers for the side doors. He added that currently, everyone is entering through the front door where the Sheriff's Office has security in place, and noted that security is working very well.

Comm. Pappas congratulated Mr. Wenger on the way the building activity was handled yesterday; it was the first day the Court was open. Mr. Wenger noted that he was very impressed with the flow of people; he explained that "the building was alive." He observed that Security handled the constant flow very well and he did not witness a line of people waiting at the front door.

Comm. Clemons inquired about night meetings. Mr. Wenger responded that there is a temporary procedure in place that requires those seeking after-hours room reservations to give ten days notice, and to submit their request to the Business office where availability will be checked. Once it is established that the room is available, the request will be forwarded to the Sheriff's Office, who will in turn notify the Business Office once they determine if they are able to provide Security that evening.

Comm. Holden inquired about assigning Commissioners to the different County Boards and Departments, and noted that she would like to be assigned to the Cooperative Extension. The Board discussed the assignments. Comm. Pappas offered to review the assignments. Mr. Wenger informed the Board that he will circulate a list of positions and suggested that perhaps the Commissioners address the assignments at its next meeting.

Mr. Wenger noted that he conducted a Telephone Poll this past Monday. It was to authorize the transfer of responsibility for Security at the Bouchard Building to the Sheriff's Office.

**Motion:** To approve the Telephone Poll conducted on January 5, 2008, which will transfer responsibility for Security at the Bouchard Building to the Sheriff's Office. By Comm. Holden, second by Comm. Clemons. Motion carried.

Mr. Wenger informed the Board that the reason for the Telephone Poll was to make for a smoother transition of Security and making keys available for the new Court. He thanked Capt. Cusson for his efforts over the past several years to maintain control of the keys for the Bouchard Building, and noted that Capt. Cusson did an amazing job. Mr. Wenger noted that when card keys are issued, the Sheriff's Office will be requesting keys back to limit unauthorized access to the building.

## **6. Nursing Home**

Census

Mr. Moorehead was recognized. Comm. Pappas informed Mr. Moorehead that the Board had received the current census.

Comm. Pappas asked Mr. Moorehead if the changes he proposed to the December 2, 2008 minutes were necessary, and noted that they appeared to be minor changes. He responded that the changes were not necessary. The December 2 minutes will stand as approved on Dec. 17<sup>th</sup>.

The Board Meeting attendees moved to the large Conference room, which had been unavailable earlier.

## **10. Grievances**

The Chair agreed to address the grievances at this time. Members of the AFSME Local 2715 joined the meeting along with Nursing Home employees to address grievances. Comm. Pappas asked Mr. Lyons if the Grievants wished for the grievances to be addressed in Public or Non-Public session, to which he responded that all Grievants opted for Public session.

Joining the meeting representing the Union were Steve Lyons, Randi Hults and Chris Benner. Representing the Nursing Home were Bruce Moorehead, Kathy Covert, Sarah Chidavaenzi, and Mark Newton.

Grievants included: Betsy Raczkowski, Donna Triconi, Cindi Casey, Pauline McMaster and Jody Lamy.

Grievance PM 0564 –Betsy Raczkowski

This Grievant claims that under contract section 16.8, she was discharged without just cause. The Grievant indicated that she was on a Leave of Absence (LOA) and was planning to return to work. She indicated that she had sent a letter that indicated the time that she would be out, and later a Doctor's note had been faxed in relative to her being out longer. She noted that she had called in and left messages on several occasions. She expressed her belief that the fax communication did not reach the appropriate person.

R. Hulst expressed the Union's belief that this was an unjust termination. S. Lyons noted that the employee planned to return to work on August 29, but without any notice, she received a letter of termination dated August 27. Mr. Lyons noted that this employee has a 22-year history of working at the Nursing Home and of showing up when scheduled. Mr. Moorehead noted that the record shows that the Grievant has taken 11 Leaves of Absence since 1967. Mr. Lyons requested that the Board consider the termination unjust, and asked that the employee be made whole and have the items relative to the termination removed from her file.

Comm. Clemons inquired if the Nursing Home made any attempt to call the employee when she did not show up for her scheduled shift. Mark Newton noted that he did speak with her at one point, and he did receive calls from her on a couple of occasions. He noted that he does not remember an attempt to call her when she did not show up for work.

Mr. Moorehead encouraged the Board to deny the grievance and expressed his belief that the Nursing Home did not violate 16.8 of the contract, that the Nursing Home did not receive proper notice, did not receive the Doctor's note from either the Grievant or the Doctor, and he noted that there is no evidence that supports the Grievant's claim.

Comm. Clemons and Comm. Holden inquired about how the fax was sent and possibly received or not received, and whether there was miscommunication.

The Board agreed to take this grievance under advisement.

Grievance 0557 – Donna Triconi

S. Lyons presented the grievance, and noted the Grievant has worked for the Nursing Home for 20 years; he noted that this issue relates to a change to the schedule that she worked for 18 years. The Grievant was out on Leave of Absence. She historically worked every weekend on second and third shift, and she had a split shift from 2:30 to 10:30 p.m. Upon her return from her LOA, she was told that she would have to choose a shift, either second or third shift. The new shift that she was assigned did not include work on every weekend; it was set up for every other weekend. She wanted to work 40 hours with one weekend shift. Mr. Lyons indicated that past practice has been to allow an employee to return to the same shift when he/she returns from a LOA, but the Grievant was denied this opportunity. The Union's position is that this is inappropriate and that the Grievant should be allowed to return to the same shift.

The Grievant addressed the Board and informed them that this was her first surgery and first time being out (on LOA) in 18 years.

Comm. Clemons asked why the time 2:30 to 10:30 was a consideration. The Grievant noted that originally it was because of her five children, and it was allowed. The shift continued for 18 years so she stayed on that shift because that is what she was familiar with. There was discussion of whether there

would be a hardship if she worked 3:00 to 11:00 p.m., which she was assigned to when she returned. She responded that it would not be a hardship, but 2:30 to 10:30 is the schedule she is used to, and for personal reasons this shift works best for her. She expressed her belief that since she worked this shift for 18 years, she does not believe the shift should be changed, and certainly not without even asking her. She noted that now she is a charge nurse, her shift begins at 2:45. R. Hults noted that when a nurse comes in at 2:45 or 2:30, there is a savings because the charge nurse does not have to come in early to get the report. The Grievant used to get the report when she came in at 2:30.

Mr. Moorehead noted that the Grievant is an excellent, reliable nurse who has been "a trooper." He noted that this grievance fails to cite the section of the contract that is violated; therefore it does not rise to the level of the grievance. Mr. Moorehead informed the Board that on June 3, C. Covert, R. Hults and the Grievant met with Mr. Moorehead to discuss this issue. He noted that they looked at the Grievant's request to accommodate split shifts on the weekends. He noted that the Director of Nursing identified that the greatest need was for 3:00 to 11:00, not for the split shift, which is why the shift was changed. Mr. Moorehead explained that he thought the grievance was resolved.

K. Covert stated that the reason the Grievant was placed on the 3:00 to 11:00 shift was based solely on the needs of the facility and the residents involved at that time. She further noted that in her opinion, 2:30 and 10:30 were not appropriate times for a nurse to be arriving or leaving. She noted that the Grievant has since gone to the units and assumed a charge position, all charge nurses are scheduled to arrive at 2:45 to get report, which is why her shift changed again.

Mr. Moorehead requested that this grievance be denied and quoted RSA 273 A:1, which reads: The phrase "managerial policy within the exclusive prerogative of the public employer" shall be construed to include but shall not be limited to the functions, programs and methods of the public employer, including the use of technology, the public employer's organizational structure, and the selection, direction and number of its personnel, so as to continue public control of governmental functions.

Mr. Lyons noted that Per Diem employees, who are not County employees, are currently being given the opportunity to work those shifts that this employee desires to work, so the need is there.

C. Covert responded that there may be some odd Per Diem employees working that shift, but there was not an opening for a 40-hour employee to include hours the Grievant requested.

Comm. Clemons asked how many LPN's work on the 11-7 shift and if this is an opportunity to switch employees based on shift preferences of both. C. Covert explained that there is a list of those who prefer the day shift and the people on the 11-7 shift are typically people who have been there for a long time, and who enjoy that shift.

S. Lyons explained that the Grievant is only requesting one 11-7 shift, and cited section 2.9: b, which reinforces that a person will return to the same, or identical shift based on past practices. Mr. Moorehead respectfully disagreed based on the contract.

R. Hults noted that a new LPN was hired on June 18.

The Grievant read a letter she received and noted that while she was out on Medical leave, she received several calls regarding shift changes, which were very upsetting, and once she returned, her shift varied and she had to keep calling scheduling to find out if she was on or not. D. Covert noted that she tried to get the extra night shift that the Grievant requested, but was unable to accommodate the request.

Mr. Moorehead summarized by saying that the facility retains the right to schedule the work force based on the needs of the facility or the residents.

Mr. Lyons said the issue is not a needs issue, it is whether to give the shift in question to a Per Diem employee or a full time employee who has held that position in the past.

The Board agreed to take this grievance under advisement.

#### Grievance 0565 – Pauline McMaster

S. Lyons informed the Board that this grievance is based on a pay rate change. The Grievant has worked for the Nursing Home for 32 years, 8 of which have been in a relief supervisor capacity, and noted that she received the supervisor pay rate. He noted that on 11/7/08, the rate of pay for the supervisor compensation for this employee was changed from \$4.75 to \$1.61 per hour. He noted that this compensation has been paid to her in the past and should be continued, and is consistent with the contract that employees receive a higher rate of pay when working as a supervisor.

P. McMaster was notified that the rate decrease notification was given to her on a post-it note two days into her shift, and she was told that the decrease would be retroactive to the beginning of the week. She noted that she was not given a choice of whether she was willing to work as a supervisor or not for the lower rate of pay.

Mr. Moorehead noted that he had a discussion with the Union relative to this issue on or about Sept. 9, at which time he was told that this grievance had been resolved. He referred to the AFSME Agreement, part 7.5, and noted that when an employee such as the Grievant is working temporarily as a supervisor, they are really working under the Chemical Workers scale, which is different from AFSME. He noted that there are no steps and “when an employee is temporarily assigned to work in a higher job classification or pay grade for a period of one full work day or longer, such employee shall receive the rate of the higher pay grade during such temporary assignment. Upon the termination of such temporary assignment, such employee shall be returned to his/her original job classification at his/her original rate of pay prior to the temporary assignment.” He noted his understanding that past practice has always been that floor nurses were paid at a Grade 21, charge nurses were paid at a Grade 22, and when that nurse worked as a supervisor, that nurse was paid at a Grade 23 under the AFSME contract; however, it flipped to the Chemical Workers when that Unit was formed, and it went to a different range of pay versus Grades. The error is not relative to being paid as a supervisor, but is relative to which contract the employee should fall under.

Mr. Moorehead informed the Board that the Nursing Home did in fact, incorrectly overpay several AFSME nurses who worked temporarily as supervisors and the nurses were informed of the correct rate and were told that the rate would change; the new rate would take place on the day following the notification. He noted that it is the nurse’s choice to work as supervisor, they can accept or decline, and if they accept, they agree to the pay based on Grade 23. He noted that the Nursing Home was able to track the overpayment back to 2003 for one nurse, and believes that was the Grievant. Mr. Moorehead indicated that there was no violation and recommended that the grievance be denied.

Comm. Clemons noted that the Grievant claimed that the rate would change retroactively after she had already worked three nights. Mr. Moorehead noted that rate changes were not retroactive. Comm. Clemons asked if Mr. Moorehead would be willing to pay the employee for the difference if her pay rate had been changed retroactively, to which he indicated that he would. The Grievant claimed that she did not get paid the supervisor rate for the three nights she worked.

Comm. Clemons asked if she was making more or less than the person she replaced. K. Covert indicated that she was making more than the regular full-time supervisors on the 11-7 shift, who have been there many years. Comm. Clemons asked for clarification and noted that it was his understanding that the mistake was made by the Nursing Home Business Office. Mr. Moorehead indicated that he thinks the

error occurred in 2003. Comm. Clemons inquired about the scope of the grievance in terms of money and asked if it was for a three-day period.

Mr. Lyons responded that it is the Union's belief that the Grievant should continue to receive the same salary that she has been receiving based on long-standing past practice. Comm. Clemons asked how the Union could justify carrying on a mistake. Mr. Lyons noted that the Union's position is that it is not a mistake, but in fact, there are records of the Grievant receiving this pay for five years, and the Union contends that it is actually eight years.

Comm. Holden asked why the employee did not come forward once she became aware of the error.

The Grievant informed the Board that eight years ago when she first received this amount of money as a supervisor, this was brought to the attention of the Commissioners at that time by another nurse who was working as relief supervisor. She inquired if she was given one amount of money as a charge RN, and then if she went to a supervisory level, should she not be making that much more as a supervisor. She informed the Board that someone, either the Commissioners or Nursing Home Administrator agreed with the nurse who raised the issue and determined that the person should be paid what a supervisor makes at his/her level.

K. Covert informed the Board that the Grievant is one of four nurses that were found to have been paid the wrong amount, one of whom was a fill-in supervisor who does it routinely. The Grievant is asked to supervise when these two ladies are not available.

There was a general consensus that she should have been paid the old rate for the three days that she worked prior to notification of the rate change.

Comm. Clemons and Nursing Home staff discussed how the Grievant's rate would be established from one contract to another; the difference is \$3.14 per hour, which is the supervisor differential.

The Board agreed to take this grievance under advisement.

Grievance 0561 – Cindy Casey

C. Benner informed the Board that a Grievance was initiated on August 15 and given to K. Covert because the Health Unit Coordinators have not had an overtime roster, and the Union has been requesting this for some time and has met previously with management to address the issue. Health Unit Coordinators were told they had to sign the Nursing roster. The Union believes that a separate overtime roster for Health Unit Coordinators should be posted as required under 5.3. Mr. Moorehead indicated that Health Unit Coordinators fall under the Nursing budget and he noted that the Nursing Department did, and does currently, post the weekly overtime roster. He further noted that under 5.3 of the CBA, it states that the parties agree that overtime shall be distributed as equally as possible in a reasonable period of time, and within the classifications of all employees who are available and capable of performing the work. He noted that in July or August of 2008, S. Chidavaenzi was given the responsibility of imputing all the data into the Accumed system. She informed Mr. Moorehead that she chose two Unit Coordinators to help input data and chose those that she felt were most capable of efficiently and accurately completing this work. Based on the above, Mr. Moorehead recommended that the grievance be denied.

Mr. Lyons noted that the people who were chosen for the work required training, therefore anyone could be trained to do the work. He noted that the Grievant has indicated that she desired an opportunity to do that work and could have been trained because those who were chosen had to be trained. He also suggested that Unit Coordinators are a separate department and should have a separate roster posted.

Comm. Clemons asked clarifying questions. Mr. Lyons and C. Benner requested that a separate overtime roster be posted for each department and that all individuals have an opportunity to sign the roster, and further noted that the same two people were chosen for overtime as last year. Mr. Lyons requested that to make the employee whole, overtime should be posted and the employee should be paid for the missed overtime.

S. Chidavaenzi informed the board the most qualified persons were chosen for the overtime.

The Board agreed to take the grievance under advisement.

Grievance 0567 – Jody Lamy

Mr. Lyons informed the Board that this grievance relates to a promotional bypass for a Unit Coordinator position, and noted that the Grievant is qualified and the senior employee for this position; she was doing this job 2 days a week. Mr. Lyons noted that the Grievant has primarily worked in the Alzheimer's unit for several years and has a history of excellent evaluations. He further noted that the position in question was awarded to an employee who just came off probation and who does not have experience on that unit. The Union's position is that the Grievant is the qualified candidate for the position.

Comm. Clemons asked whether or not they were members of the same Union, to which Mr. Lyons noted that it is within the same bargaining unit.

Mr. Moorehead noted that this grievance was sent to him in September when the Grievant was one of two employees filling the position in question on a temporary basis. He noted that this fell within the guidelines of the contract under 7.1 and 7.2., and that the grievance was filed on September 4; however, the position was not filled until November 3 and recommended that this grievance be denied.

The Grievant noted that she was asked to fill the position temporarily but in August she was no longer allowed to fill the position, so the position became vacant. She further noted that only one person remained on a temporary basis because of the nursing shortage. She noted that she approached S. Chidavaenzi to inquire if she was doing her job well, to which Ms. Chidavaenzi responded that the issue was not her performance, but was due to the nursing shortage.

Mr. Lyons recommended that the Board consider all parts of 7.1. Mr. Moorehead noted that relative to 6.1, a position could be unfilled for up to a year, and that this position was left vacant for a period of three months. Mr. Lyons and Mr. Moorehead disagree as to whether section 6.1 applied. Mr. Lyons noted that the Nursing Home had a qualified candidate in the Grievant. Mr. Moorehead noted that the Nursing Home appropriately filled the position temporarily with two part-time employees.

The Board agreed to take this grievance under advisement.

The Nursing Home Staff, Grievants, and Union Reps left the meeting at this time.

The Board discussed a time to meet to discuss the disposition of the grievances. It decided to schedule a special meeting for January 13 at 9:00 a.m. to consider the grievances, and to render a decision by January 16, which was agreeable to Mr. Lyons on behalf of the Union.

Mr. Wenger suggested that the Board start a discussion of its budget parameters at its next meeting.

The Nursing Home Staff, Union Reps, and Grievants left the meeting at this time.

## 7. Public Comments

There was no one from the public who wished to speak.

## 8. Old/New Business

Mr. Wenger informed the Board that on November 13, the NH Project Learning Tree awarded Jon Nute, of the NH Cooperative Extension, the Outstanding Educator Award.

Mr. Wenger read a list of the committees to which Commissioners may be assigned, and informed the Board that he will have a completed list for them at the next meeting. Comm. Clemons indicated that he would accept any assignment. Comm. Pappas expressed interest in serving on the Executive Committee. Comm. Holden indicated interest in serving on the UNH Cooperative Extension Board. Comm. Pappas asked Comm. Clemons if he would be interested in serving on the Executive Committee, to which he responded that he would be interested in doing so.

## 9. Non-Public Session

The Board did not receive any requests for Non-Public Session.

## 11. Adjourn

There being no further business before the Board, the Chairman entertained a motion to adjourn.

**Motion:** To adjourn the meeting. Motion by Comm. Clemons, second by Comm. Holden. Motion carried.

The meeting adjourned at 11:35 a.m.

*(SIGNED 1/21/09)*

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Comm. Michael Clemons, Clerk  
Hillsborough County Board of Commissioners

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Date