

Memo: TEU Discussion on 12/20/16 and 1/10/17

This is a memo to document what was discussed on December 20, 2016 and January 10, 2017 between Denise Menard, Town Manager, Sara Menard, Town Accountant, Olga Bones, Assistant Town Accountant, Lori Hall, TEU President, and Deb Milliken, TEU Vice President. The discussion continued on May 19, 2017 and June 2, 2017 and included all of the aforementioned individuals, plus Karin Decker, Human Resources Director.

The purpose of the meeting was to ensure that we are on the same page for certain areas of the TEU contract that have come up in the past as confusing or unclear. We all agreed that in the next contract this language will need to be cleaned up.

We agreed that if an individual is less than 37.5 hours a week, but is part of the TEU, they will receive all of the TEU benefits on a pro-rated basis. For example, a 25 hour a week employee would receive 5 hours of pay for a holiday/vacation/sick/personal day instead of 7.5 hours; however, they would still receive the same number of days as any other TEU member. Longevity would be calculated the same way. The person works 66.6% of a full week, so they would receive 66.6% of the longevity amount.

We agreed that if an individual works for the town in an intern or seasonal role, that time served does not count towards longevity or seniority should they later be hired into a TEU position. Based on the permanent hire date, if an individual has continuous employment of 19 or more hours (actually worked with no break in service of any kind), then if they go from a non-union position to a union position they will get their original hire date for longevity, benefits (such as vacation), and seniority. For example, if an employee is employed here for four years in a non-union position working 19 hours a week and then joins the union, that employee will receive longevity on their fifth year of employment with the town. If this same employee was a page who worked two to three hours a week, then the employee would not receive longevity until their ninth year of employment (years 1-4 did not count towards longevity since less than 19 hours a week). If the employee is a union member but works only 19 hours, and then the hours are increased to be eligible for benefits or they are hired into another benefit eligible union position, they will get their original hire date for longevity, benefits, and seniority.

Article XIX – Legal Holidays (Pg 12) – We agreed that an individual will be paid for the holiday if they are on a paid leave. If they are on an unpaid leave, they will not be paid for the holiday.

Article XX – Paid Time Off – Vacations (A.1.) (Pg 12) – The TEU confirmed that if an employee is hired 30 weeks before June 1, they will receive two weeks' vacation for that calendar year. For example, an employee hired on 11/1/16 will receive two weeks' vacation on 5/30/17 which must be used between 5/30/17 and 12/31/17. If an employee is hired between 11/3/16 and 2/28/17, they will receive one week vacation either on June 1st or after 30 weeks of service (whichever is later). This must be used by 12/31/17. If an employee is hired on 3/1/17 or later, they will not receive any vacation time in calendar year 2017. Therefore, if someone is hired on 3/1/17, they will go 10 months without a vacation day but someone hired on 2/28/17 will only go 7.5 months without a vacation day.

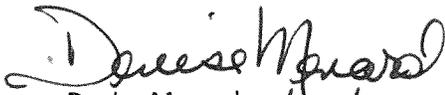
Article XX – Paid Time Off – Vacations (A.4) (Pg 13) – Confirmed all vacation is awarded on January 1st. If an employee’s employment ends prior to their anniversary date, a meeting will need to be called with the TEU to determine the specifics (ie. Whether the employee was overpaid vacation).

Article XX – Paid Time Off – Personal Leave (A.1.) (Pg 15) – Confirmed that a new employee has one personal day on their first day of employment and is increased to three days the day after their three-year anniversary. Additionally, personal leave is awarded every calendar year.

Article XX – Paid Time Off – Jury Duty (A) (Pg 16) – Agreed that due to simplicity, the Town will pay the employee their normal paycheck and the employee will sign over to the Town any payment received for jury duty.

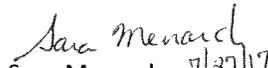
This clarification does not result in any retro payments to TEU members or reimbursements to the Town and will be in place from the date of signature. If an individual should have received a higher longevity payment in the current fiscal year as a result of this clarification, that increase will be paid within the same fiscal year. If an individual would have been entitled to more time off as of January 1, 2017, they will receive that as of the date of signature and will have no extension for when the time off must be used by.

This agreement is not precedent setting.



Denise Menard 7/27/2017

Town Manager



Sara Menard 7/27/17

Town Accountant



Olga Bones

Assistant Town Accountant



Lori Hall

TEU President



Deb Milliken

TEU Vice-President



Karin Decker

Human Resources Director