

## MEMORANDUM OF AGREEMENT

This Agreement is entered into by and between the Town of Colchester (“Town”), Samantha Partney (“Ms. Partney”), Alexis Turner (Ms. Turner”) and the Colchester Library Employees Union, Local 1303-448, AFSCME Council 4, AFL-CIO (“Union”) (collectively referred to herein as the “Parties).

**WHEREAS**, the Town and Union are parties to a Collective Bargaining Agreement covering the period of July 1, 2020 to June 30, 2023 (“Collective Bargaining Agreement”); and

**WHEREAS**, Ms. Partney and Ms. Turner sought and were denied reimbursement for taxes paid on items purchased on behalf of the Town; and

**WHEREAS**, the Town and the Union now wish to enter into an Agreement clarifying reimbursement of taxes for members of the Union and addressing the reimbursements for Ms. Partney and Ms. Turner.

**NOW THEREFORE**, the Parties hereby mutually agree as follows:

1. On her expense report submitted on March 15, 2023, Ms. Partney sought reimbursement for items purchased on behalf of the Town for a total of \$114.70. She was reimbursed for all monies sought except for taxes totaling \$5.48.
2. On her expense report submitted on March 22, 2023, Ms. Turner sought reimbursement for items purchased on behalf of the Town for a total of \$22.45. She was reimbursed for all monies sought except for taxes totaling \$1.46.
3. Jennifer Rummel submitted an expense report dated June 14, 2023 in the amount of \$324.64, inclusive of taxes and has been reimbursed, in full, for this amount. Ms. Rummel is therefore due no further amounts on this reimbursement request.
4. The Town of Colchester, as a municipal entity, is exempt from sales tax. Within 5 business days of the execution of this Memorandum of Agreement, Library employees shall be reminded by the Town of the Town’s purchasing protocols and that employees are not authorized to make purchases on behalf of the Town in which taxes are incurred. If purchases are made outside of normal protocols, employees will not be reimbursed for taxes paid on such purchases.
5. Ms. Partney and Ms. Turner shall be reimbursed in the amounts of \$5.48 and \$1.46, respectively, within 30 days of the full execution of this Agreement by the parties.
6. Henceforth, Library employees shall only be reimbursed consistent with the Town’s purchasing protocols.

7. The execution of this Agreement shall not be construed as precedent or practice regarding any aspect of the bargaining relationship between the Parties or regarding any aspect of the interpretation of the provisions of the CBA between the Parties, except as that relationship and/or CBA are expressly modified by this Agreement.

The parties have reached this Agreement as of this \_\_\_\_\_ day of June 2023.

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**FOR THE TOWN OF COLCHESTER**

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**FOR THE COLCHESTER LIBRARY  
EMPLOYEES UNION LOCAL 1303-  
448, AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO**

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**JOANN PARTNEY**

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**ALEXIS TURNER**

**MEMORANDUM OF AGREEMENT**

This Agreement is entered into by and between the Town of Colchester ("Town"), Joann MacDonald ("Ms. MacDonald") and the Colchester Library Employees Union, Local 1303-448, AFSCME Council 4, AFL-CIO ("Union").

**WHEREAS**, the Town and Union are parties to a Collective Bargaining Agreement (CBA) covering the period of July 1, 2020 to June 30, 2023 ("Collective Bargaining Agreement"); and

**WHEREAS**, Ms. MacDonald was underpaid for sick time use during the weeks of April 2 and April 9, 2023; and

**WHEREAS**, the Town and the Union now wish to enter into an Agreement-clarifying sick pay for members of the Union and addressing the underpayment for Ms. MacDonald.

**NOW THEREFORE**, the Town and the Union hereby mutually agree as follows:

1. On her biweekly timesheet for the weeks of April 2 and April 9, 2023, Ms. MacDonald was regularly scheduled to work 7.5 hours on April 4, 2023 and 7.5 hours on April 13, 2023. Ms. MacDonald put in for 7.5 hours sick leave on both days but was only paid 7 hours of sick time for each day, resulting in a one hour shortage in her paycheck.
2. In the sick leave policy set forth in the Employee Handbook & Personnel Policies for the Town of Colchester ("Handbook"), a sick day is defined as follows: "a "day" is defined as an employee's regularly scheduled work hours (i.e., if an eligible employee is scheduled to work an eight (8) hour day, he/she would be entitled to eight (8) hours of sick leave on such day)."
3. Ms. MacDonald shall be paid one (1) hour of pay at her regular hourly rate to make up for the shortage identified in paragraph 1, herein, in the next regularly scheduled pay period after the execution of this agreement by all parties.
4. Henceforth, the Town shall pay sick time consistent with the policy in the Handbook.
5. The execution of this Agreement shall not be construed as precedent or practice regarding any aspect of the bargaining relationship between the Parties or regarding any aspect of the interpretation of the provisions of the CBA between the Parties, except as that relationship and/or CBA are expressly modified by this Agreement.

The parties have reached this Agreement as of this \_\_\_\_\_ day of June 2023.

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FOR THE TOWN OF COLCHESTER

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FOR THE COLCHESTER LIBRARY  
EMPLOYEES UNION LOCAL 1303-448,  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO

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JOANN MACDONALD