

SUPREME JUDICIAL COURT OF MAINE

Gallant v. Bartash, Inc., 2002 ME 4

786 A.2d 628 (Me. 2002) · Decided January 4, 2002

SUMMARY

The Maine Supreme Judicial Court affirmed summary judgment for Bartash, Inc. in a dispute over the timing of vacation-pay payment after an employee left employment. The court held that under 26 M.R.S.A. § 626, an employee's demand for payment triggers the reasonable-time period and related penalty provisions. Because Gallant received her vacation pay within the applicable period after making demand, the judgment was affirmed.

CASE DETAILS

COURT	Supreme Judicial Court of Maine
WRITING FOR THE COURT	Rudman, J.; Saufley, C.J.; Clifford, J.; Dana, J.; Alexander, J.; Calkins, J.
JURISDICTION	Maine
DECIDED	January 4, 2002
DISPOSITION	affirmed
PROCEDURAL POSTURE	Gallant appealed from a summary judgment entered for Bartash, Inc. in the Maine District Court.
STANDARD OF REVIEW	The court reviewed the entry of summary judgment and the interpretation of 26 M.R.S.A. § 626 de novo.
PRECEDENTIAL VALUE	Published Maine Supreme Judicial Court opinion; precedential.
PARTIES	Shirley A. Gallant v. Bartash, Inc.

TOPICS

- wage and hour
- employment law
- statutory interpretation
- plain meaning rule
- appellate procedure

PRACTICE AREAS

- employment law
- wage and hour
- statutory interpretation

QUESTIONS PRESENTED

1. Whether 26 M.R.S.A. § 626 requires an employee to make a demand before the statutory reasonable-time period for payment of wages and vacation pay begins.
2. Whether Bartash, Inc. timely paid Gallant's vacation pay under 26 M.R.S.A. § 626.

HOLDINGS

1. The plain language of section 626 requires an employee to make a demand before the statutory reasonable-time period begins and before the statute's penalty provisions are triggered.
2. Bartash timely paid Gallant's vacation pay because the statutory reasonable-time period began when Gallant demanded payment on March 27, 2001, and payment was made on April 4, 2001.

KEY QUOTATIONS

“The plain language of the statute requires that a demand be made in order to trigger the penalty provisions of the statute.” (629)

“When construing a statute, we seek to give effect to the legislative intent by examining the plain meaning of the statutory language.” (629)

FACTUAL BACKGROUND

Gallant last worked for Bartash, Inc. on March 7, 2001, and received payment for wages owed on March 21, 2001. She demanded vacation pay on March 27, 2001, and Bartash paid the vacation pay on April 4, 2001. Gallant contended that the statutory reasonable-time period began upon termination rather than upon her demand, making the March 21 payment date controlling.

PROCEDURAL HISTORY

The District Court in Rumford entered summary judgment in favor of Bartash, Inc. Gallant appealed, arguing that her employer violated 26 M.R.S.A. § 626 by failing to pay vacation pay within a reasonable time after her termination. The Supreme Judicial Court of Maine affirmed the judgment.

DISPOSITION

affirmed

CASES CITED

- *Burke v. Port Resort Realty*, 1999 ME 138, ¶ 8, 737 A.2d 1055, 1059
- *Burke v. Port Resort Realty*, 1999 ME 138, ¶ 9, 737 A.2d 1055

OPINION

RUDMAN, J.

786 A.2d 628 (2002) 2002 ME 4 Shirley A. GALLANT v. BARTASH, INC. Supreme Judicial Court of Maine. Submitted on Briefs: December 20, 2001. Decided: January 4, 2002. *629 Joseph

R. Saunders, Esq., Thomas W. Merrill, Esq., Carey & Associates, Rumford, for plaintiff. David W. Austin, Esq., Rumford, for defendant. Panel: SAUFLEY, C.J., and CLIFFORD, RUDMAN, DANA, ALEXANDER, and CALKINS, JJ. RUDMAN, J. [¶ 1] Shirley A. Gallant appeals from a summary judgment entered in the District Court (Rumford, McElwee, J.) in favor of Bartash, Inc. Gallant asserts that her former employer, Bartash, Inc., did not pay her vacation time within "a reasonable time" as required by 26 M.R.S.A. § 626 (Supp.2001).[1] We disagree and affirm the judgment. [¶ 2] Gallant last worked for Bartash, Inc. on March 7, 2001 and was paid for wages owed on March 21, 2001.

She made a demand for vacation pay on March 27, 2001 which was paid to her on April 4, 2001. She asserts that the "reasonable time" commenced to run upon her termination from employment and thus that she was owed both her wages and vacation pay on the next pay day, March 21, 2001. She posits that her claim arises on her termination, not her demand. [¶ 3] "When construing a statute, we seek to give effect to the legislative intent by examining the plain meaning of the statutory language."

Burke v. Port Resort Realty, 1999 ME 138, ¶ 8, 737 A.2d 1055, 1059. The first sentence of the statute states that the employer must pay back wages "within reasonable amount of time" after the employee has made a demand: "'An employee leaving employment must be paid in full within a reasonable time after demand at the office of the employer where payrolls are kept and wages are paid....'" Id. at ¶ 9 (quoting 26 M.R.S.A. § 626).

The statute further provides the definition of "reasonable time:" "For purposes of this subchapter, a reasonable time means the earlier of either the next day on which employees would regularly be paid or a day not more than 2 weeks after the day on which demand is made." 26 M.R.S.A. § 626.

The plain language of the statute requires that a demand be made in order to trigger the penalty provisions of the statute. *630 The entry is: Judgment affirmed. NOTES [1] Section 626 of Title 26 provides, in part: § 626. Cessation of employment An employee leaving employment must be paid in full within a reasonable time after demand at the office of the employer where payrolls are kept and wages are paid, provided that any overcompensation may be withheld if authorized under section 635 and any loan or advance against future earnings or wages may be deducted if evidenced by a statement in writing signed by the employee.

Whenever the terms of employment include provisions for paid vacations, vacation pay on cessation of employment has the same status as wages earned. For purposes of this section, the term "employee" means any person who performs services for another in return for compensation, but does not include an independent contractor.

For purposes of this subchapter, a reasonable time means the earlier of either the next day on which employees would regularly be paid or a day not more than 2 weeks after the day on which

the demand is made. 26 M.R.S.A. § 626 (Supp.2001).

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