

TOWN OF LLOYD
TOWN BOARD WORKSHOP MEETING
DECEMBER 1, 2021

Present: Supervisor Frederick Pizzuto **Also present:** Wendy D. Rosinski, Town Clerk
Councilmember Leonard Auchmoody Margaret O'Halloran, Secretary
* Councilmember Claire Winslow

Absent:
Councilmember Joseph Mazzetti
Councilmember Michael Guerriero

Meeting was in person at Town Hall, live streamed on Channel 22, *WebEx

11:00 AM – Open meeting and Pledge of Allegiance led by Auchmoody

1. RESOLUTION made by Auchmoody, seconded by Winslow

WHEREAS, The Town of Lloyd (hereinafter "Town") and The CSEA Local 1000 AFSCME, ALF-CIO, Town of Lloyd Unit 8964, Ulster County Local 856, Inc. (hereinafter "CSEA") are parties to a Collective Bargaining Agreement that expired on December 31, 2019; and

WHEREAS, The parties have agreed to revive and incorporate the provisions of the collectively negotiated agreement between them into a three year successor agreement effective January 1, 2020 and terminating on December 31, 2022 except as modified by the following provisions;

NOW, THEREFORE, the parties agree as follows:

1. **Article 7 Compensation, Wage Rates 7.1** – Modify Sec. 7.1.1 by deleting the current language and replacing it with the following:
"The schedule set forth below shall be the applicable salary schedule for the period January 1, 2020 through December 31, 2022. For 2020, the Town will pay all full-time unit members a fixed payment of \$700 that will be prorated for part-time employees and not added to base wages. All unit member wage schedules will be increased by 2%, with no back pay. Retroactive to January 1, 2021, unit members will receive an additional 3% increase over the adjusted 2020 wage schedule. Effective January 1, 2022, all unit members will receive an additional 3% wage increase.
2. **Resolution of Highway Department Grievance**, dated August 17, 2020, concerning alleged violation of Article 6, Sec. 6.2.4 – By executing this MOA, the parties agree that the CSEA grievance alleging that the Town failed to call in unit members Eugene Roosa, Ed Vanleuven, Rob Blume, Gary Shepard and Alex Cacchio in to work on August 4, 2020, to work overtime, is withdrawn with prejudice against re-filing, but shall not preclude future grievances alleging violations of the overtime provisions of the contract. The above unit members who have not already been paid over-time, for the time-period outlined in the grievance, for August 4, 2020 shall be paid as if they worked on August 4, 2020.
3. **Article 6, Sec. 6.2.3 (1)** – Add a new paragraph 1 as follows:
1. Overtime Procedure: In the event that there is an overtime opportunity in the Highway Department, the Highway Superintendent, or his or her designee, will call unit members in seniority order on a rotating basis. If the employee does not answer the call, the department will keep a record of the calls made, noting the dates and times of each such call, and proceed to the next person on the list, the first member to accept the work will be selected for overtime. The existing numbered paragraphs in Article 6, Sec. 6.2.3 will be renumbered from 1, 2, 3 to 2, 3, and 4.
4. **Article 8, Sec. 8.2.10** – Termination from Employment. Modify as follows:
An employee who has completed the probationary period and is separated from employment for any reason, **other than termination for just cause,** will receive payment for unused vacation leave, **up a maximum of 120 days, or the amount of accrued vacation days the unit member had in his or her accruals as of December 1, 2021, whichever amount is greater and** to which the employee is properly entitled at the employee's then current rate of pay. **In the event of the unit member's death, there will be no limit on vacation hours paid out to an employee's estate.** However, if an employee resigns without giving the proper notice, then that employee

shall not be granted a vacation nor given vacation pay. "Proper notice" shall mean that the employee has informed the Town sufficiently in advance so that the employee shall have worked at least two weeks before the termination of the employee's employment with the Town. The vacation paid for in these cases for regular employees who have completed the probationary period shall be the unused portion of whatever vacation time has been earned during the current year, up to the date of separation. In case of the death of the employee, the Town will pay the employee's estate for any unused vacation leave.

5. **Article 4, Employee Rights, Sec. 4.3, Layoff and Recall Procedure, Sub Sec. 4.3.4 Recall to Same Job Title.**

- a. Modify Section heading to "Recall to Same or Different Job Title," Modify and add as follows:

4.3.4 Recall to Same or Different Job Title:

"In the event that there is a vacancy in a job title in the competitive class, where a layoff occurred; recall will be in accordance with the Rules and Regulations of the local Civil Service Department. In the event there is a vacancy in a job title in the non-competitive or labor class where a layoff occurred, the laid off employee who was within the affected job title with the most service seniority will be offered the position. If that employee declines the position, he or she will forfeit the right to reinstatement from the recall list and ending their employment with the Town. If the employee declines the position, the next most senior employee will be offered the position. This process shall continue until the position is eventually filled by the most senior employee willing to accept the position.

If the vacancy is not filled after offering the vacancy to all of the laid off employees who are on the recall list who were in the affected job title, a laid off employee in a different job title with the most service seniority who is qualified to perform the position, will be offered the position. If the employee declines the position, the next most senior employee will be offered the position. However, the employee who declines this different position shall still maintain their recall rights for their original position and any subsequent different positions offered in the future. This process shall continue until the position is eventually filled by the most senior employee who accepts the position.

6. **Article 3, Union Rights, Sec. 3.1.2** – Delete Agency Shop Fee language in its entirety as follows and renumber the remaining paragraphs accordingly.
~~**3.1.2 Agency Shop:** An employee who does not become a member of the Union by signing a membership card and an authorization card for dues deduction within thirty calendar days of initial employment, or an employee who does not remain a member of the Union in good standing, shall be required to pay a service fee (agency shop fee) in an amount equivalent to the membership dues levied by the Union. The Town will deduct the service fee from the pay of such employee at the close of each pay period and remit said sums to the Union on a monthly basis.~~
7. **Article 3, Union Rights, Sec. 3.1.1 Union Membership** – Revise Section 3.1.1. by adding language after the last sentence in Sec. 3.1.1. as follows:
3.1.1 Union Membership: An employee who chooses to become a member of the Union shall sign an authorization card for dues deduction and submit it to the Union. Thereafter, the Union will forward the authorization to the Town. The Town will deduct and remit the dues from the pay of such employee at the close of each pay period and remit said sums to the Union on a monthly basis. The Union shall notify the Town of the amount to be deducted. The Town shall notify CSEA within two weeks of any change in dues status of a member.
8. **Article 3, Union Rights, Sec. 3.1.5 List of Unit Employees** – Modify as follows:
3.1.5 List of Unit Employees: The Town will notify the Unit President, or designee, of any new hire within forty-eight hours of the appointment. In November of each year, the Town shall submit to the Union an updated list of

names and addresses of all members (CSEA Members and Non-members) of the bargaining unit. Within thirty (30) days of providing the notice of new hire above, the Town shall allow CSEA to meet with the new employee for a reasonable amount of time, not to exceed 45 minutes, during the new employee's and CSEA representative's work time. CSEA shall give the employer advanced notice of at least two business days of the time and place of the meeting. There shall be no loss of pay, or charge to accruals, for the new employee or the CSEA representative for this meeting. If the employer conducts new employee orientation, this CSEA meeting shall occur during this orientation process. If the conducts new employee orientation, the Town shall notify the CSEA Unit President, or designee, of the schedule(s) for new employee orientation for the purpose of this meeting.

9. **Article 4, Employee Rights, Sec. 4.2.5 Leave of Absence – Sec. 4.2.5 –** Modify as follows:

4.2.5 Leave of Absence: An employee will not accrue seniority while the employee is on an approved unpaid leave of absence beyond thirty calendar days (excluding military & FMLA leaves) or while the employee is in layoff status beyond thirty calendar days. Such leave will not be considered as a break in “continuous service”; however, the employee’s anniversary date will be extended for a period equivalent to the time of such leave.

10. **Article 4, Employee Rights, Sec. 4.2.6 Loss of Seniority – Sec. 4.2.6 –** Modify as follows:

4.2.6 Loss of Seniority: An employee's continuous service with the Town shall be deemed to have terminated under the following conditions:

1. Where the employee voluntarily quits employment.
2. Where the employee is discharged for just cause.
3. Where an employee fails to ~~report~~ reply within four working days of the date indicated on return receipt of written notice of recall to work from layoff, to the same job title.
4. Where an employee is absent ~~due to a layoff or~~ for any other reason, including physical disability, which continues for more than one year. Any employee absent for more than one year due to compensable disability incurred during the course of employment, shall not have continuous service broken provided such employee returns to work within thirty calendar days after final payment of statutory compensation for or such disability and has been certified by the Town doctor as being fit to do his job.
5. Where an employee fails to report to work at the expiration date of a leave of absence granted by the Town.
6. **Where an employee is absent due to a layoff in excess of three years (four years for competitive class).**

11. **Article 6, Hours of Employment, Sec. 6.3.5 Overtime Meal Break & Allowance:** Modify as follows:

6.3.5 Overtime Meal Break & Allowance: Any employee who shall, because of overtime or emergency work, or a combination of both, be required to work four or more consecutive hours after, or before a normal workday shall be entitled to a "lunch-dinner" break thirty minutes, with pay, in addition said lunch-dinner break will be reimbursed by the Town at a cost not to exceed ~~fifteen dollars (\$15)~~ eighteen dollars (\$18) per employee. Request for payment will be made by the Department Supervisor.

12. **Article 8 Paid Leave, Sec. 8.1 Holidays, Sec. 8.1.1 Designated Holidays –** Modify as follows:

8.1.1 Designated Holidays: The holidays listed below will be observed on the day designated by the Town Board at the organizational meeting in January of each year.

- New Year’s Day
- Martin Luther King, Jr. Day
(effective 2014)
- Presidents’ Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- **Juneteenth 2022 forward**
- Veterans’ Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas

13. **Article 8 Paid Leave, Sec. 8.2 Vacation Leave, Sec. 8.2.1 Allowance (Accrual System).** Modify as follows:

Revise the chart in section 8.2.1 by deleting the reference in the parenthetical below “Upon start of 18th year of service,” and “Upon start of 25th year of service,” stating (only if hired before 1-1-2007).

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|---|--|--|
| Upon start of 18 th year of service (only if hired before 1-1-2007) | 16.66 hours (equals 200 hours/year) | 14.58 hours (equals 175 hours/year) |
| Upon start of 25 th year of service (only if hired before 1-1-2007) | 20.00 hours (equals 240 hours/year) | 17.50 hours (equals 210 hours/year) |

14. **Article 8 Paid Leave, Sec. 8.5 Bereavement Leave, Sec. 8.5.1 Allowance** – Modify current Sec. 8.5.1 as follows:

8.5.1 Immediate Family: In the event of a death of an employee’s immediate family member, the employee may take a leave of absence without loss of pay or leave credits for up to five scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, the “immediate family” is defined as:

- Spouse/**Significant Other** or Domestic Partner
- Parent or Legal Guardian
- **Grandparent**
- **Grandchild**
- Child (including step, domestic, & foster)
- Sibling
- **In-laws of each of these categories**

15. **Article 8, Paid Leave, Section 8.5. 2 – Delete and renumber the remainder of 8.5:**

~~**8.5.2 Extended Family:** In the event of a death of an employee’s extended family member, the employee may take a leave of absence without loss of pay or leave credits for up to three scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, the “extended family” is defined as: Spouse’s Parent.~~

16. **Article 16.1.1 – Modify as follows:**

16.1.1 This Collective Bargaining Agreement shall take effect January 1, 2017 ~~2020~~ and shall remain in effect until December 31, 2019 ~~2022~~.

DECEMBER 1, 2021

NOW, THEREFORE IT IS RESOLVED AS FOLLOWS: that the Memorandum of Agreement between the Town of Lloyd and The CSEA Local 1000 AFSCME, ALF-CIO, Town of Lloyd Unit 8964, Ulster County Local 856, Inc. is ratified and;

Roll call: Pizzuto, aye; Winslow, aye; Auchmoody, aye

2. RESOLUTION made by Auchmoody, seconded by Winslow

WHEREAS, The Governor of the State of New York has issued Executive Order 11.1 providing that Towns and their Assessors will not require property owners receiving the Senior Citizen or Persons with Disabilities and Limited Income Exemptions to file Renewal Applications for the 2022 Assessment Roll and further providing that no governing body or Assessing Unit or local Assessor may require eligible recipients to appear in person to file Renewal Applications for any reason; and

WHEREAS, The Town wishes to memorialize its' policy pursuant to said Executive Order;

NOW, THEREFORE, BE IT RESOLVED THAT The Town of Lloyd Assessor shall extend to the 2021 Assessment Roll the Renewal of the Exemptions received on the 2021 Assessment Roll pursuant to §467 and §459-c of the Real Property Tax Law relating to persons age 65 and older and for certain persons with disabilities and limited income, and no Renewal Application shall be required of any eligible recipient who received either Exemption on the 2021 Assessment Roll in order for such eligible recipient to continue receiving such Exemption at the same amount received on the 2021 Assessment Roll; Provided however, that the Assessor shall make available Renewal Applications through postal mail and electronic means in order for eligible recipients to file Renewal Applications in the event that such eligible recipients determine his or her income has changed in the manner that would grant him or her a greater exemption than was present on the 2021 Assessment Roll and;

IT IS FURTHER RESOLVED that the Assessor may require a Renewal Application to be filed when she has reason to believe that an Owner who qualified for the Exemption on the 2021 Assessment Roll may have since changed his or her primary residence, added another owner to the deed, transferred the property to a new owner or died and;

IT IS FURTHER RESOLVED that the Assessor shall notify such a person by mail of her determination that they are required to file a Renewal Application for such reasons and that she shall further advise such persons that said applications may be filed by mail or by electronic means and that they will not be required to appear in person to file a Renewal Application for any reason.

Roll call: Pizzuto, aye; Winslow, aye; Auchmoody, aye

MOTION made by Winslow, seconded by Auchmoody to adjourn at 11:02 AM

Respectfully submitted,

Wendy D. Rosinski
Town Clerk

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