



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 119 OF 2024

**AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH
CIVIL SERVICE EMPLOYEES ASSOCIATION INC.**

WHEREAS, the City of Beacon and Civil Service Employees Association, Local 1000 AFSCME, AFL-CIO, City of Beacon Unit 6662, Dutchess County Local 814 (“CSEA”) previously entered into a collective bargaining agreement which covered the period of January 1, 2022, through December 31, 2024; and

WHEREAS, both the City of Beacon and CSEA wished to enter into a subsequent collective bargaining agreement, which would cover the period of January 1, 2025 through December 31, 2027; and

WHEREAS, the City of Beacon and CSEA leadership negotiated the attached changes of terms to the prior collective bargaining agreement, which were subsequently ratified by majority vote of CSEA union members on November 4, 2024.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Beacon City Council hereby authorizes the City Administrator to execute a memorandum of agreement with CSEA for a collective bargaining agreement which will cover the period of January 1, 2025 to December 31, 2027.

Resolution No. 119 of 2024			Date: November 18, 2024				
<input type="checkbox"/> Amendments			<input type="checkbox"/> 2/3 Required				
<input type="checkbox"/> On roll call			<input type="checkbox"/> 3/4 Required				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake	x				
		Amber Grant	x				
	x	Molly Rhodes	x				
		Jeffrey Domanski					x
		Pam Wetherbee	x				
x		Dan Aymar-Blair	x				
		Mayor Lee Kyriacou	x				
		Motion Carried	x				

Memorandum of Agreement

The City of Beacon and the Civil Service Employees Association, Local 1000 AFSCME, AFL-CIO, City of Beacon Unit 6662, Dutchess County Local 814, hereby agree that the collective bargaining agreement covering the period of January 1, 2022, through December 31, 2024 shall remain unchanged except as provided below:

1. Contract Clean-up:

- a. Amend Article III – Section 7 – New Hires to reflect Dutchess County probationary period **“in accordance with the Civil Service Rules of Dutchess County.”**
- b. Update language to remove use of gendered pronouns such as “(s)he” and replace with “they/them/employee.”
- c. Correct any grammatical, punctuation and/or typos as agreed upon by both parties.
- d. Remove old dates where the language is now applicable to 100% of the membership (e.g. *“Effective January 1, 1988, The City shall provide New York State Disability benefits at no cost to its employees.”*)
- e. Update references throughout Agreement from “Empire Blue Cross Blue Shield” to “Anthem Blue Cross Blue Shield”
- f. Add Section 71-73 MOA as Appendix D, re-letter Salary Schedules to Appendix E. Refer to new Appendix D in appropriate leave section(s) for employees affected by occupational/non-occupational injury/disease.
- g. Incorporate MOA from 2024 for \$1,000 added to base as new Appendix.

2. Article XIV – Term of Agreement:

a. Amend to read:

This Agreement shall become effective January 1, ~~2025~~ ~~22~~ and shall terminate at the close of business on December 31, ~~2027~~ ~~24~~, or if a successor agreement is not in effect by that date, whenever the successor agreement shall take place.

3. Article III – Compensation:

a. Amend Section 1 – Wage Adjustments (pp. 7-8) as follows:

Effective, **January 1, 2025**, all employees shall receive **two-thousand seven hundred fifty dollars (\$2,750)**, or a **four and one-half (4.5%) percent** wage increase added to their base salary, whichever is greater.

Effective, **January 1, 2026**, all employees shall receive **two-thousand seven hundred fifty dollars (\$2,750)**, or a **four and one-half (4.5%) percent** wage increase added to their base salary, whichever is greater.

Effective, **January 1, 2027**, all employees shall receive **two-thousand seven hundred fifty dollars (\$2,750)**, or a **four and one-half (4.5%) percent** wage increase added to their base salary, whichever is greater.

4. Article III – Compensation:

a. Add NEW Sub-Section 3.B.3 to read as follows:

Employees who are directed to attend meeting(s) after work hours, on behalf of the City and/or their Department, shall be paid for a minimum of three (3) hours at the rate of time and one-half (1 ½). It is understood that to be eligible for this minimum call back pay, the employee must be directed to attend a meeting that commences after the end of the employee’s work hours and not when a required meeting extends beyond the employee’s work day into after work hours.

5. Article III – Compensation:

a. Amend Section 3.D – Emergency Work (pp. 7-8) as follows:

An employee shall receive at least four (4) hours for emergency work at the rate of time and one-half (1½), except as heretofore noted in B-1 above. Only the Department Head or ~~a~~**their** Designee has the ~~right~~**authority to call in an employee on an emergency basis for emergency work.** Every relevant Department Head shall conspicuously post the name and telephone number of said designee. **Emergency work may include an emergency declared within City limits and/or if the City Administrator determines certain departments are essential to work because of potential public safety concerns and/or the severity of the issue(s) needing to be addressed (e.g. Water Main Break, or Snow/Ice Emergency). Such called upon employee(s) shall be required to report to work if an emergency is declared and they are called in unless they are using pre-approved benefit time, or have a documented illness, or injury.**

6. Article III – Compensation:

- a. **Amend Section 4.D – Clothing Allowance (pg. 10, ¶1 & 4) as follows:**

Except Automotive/Mechanics who shall be paid an annual allowance of **fifty percent (50%) of the allowance in paragraph one. ~~two hundred fifty (\$250) dollars.~~**

- b. **Amend Section 4.D – Clothing Allowance (pg. 10, ¶2) by clarifying as follows:**

An employee shall receive **their respective** clothing allowance payment in one lump sum at the end of the **calendar year. Employees who have less than one (1) year with the City shall receive a pro-rated clothing allowance.**

- c. **Amend Section 4.D – Clothing Allowance (pg. 10, ¶3) by inserting applicable clothing allowance, and/or practice of Uniform Allowance for Police Assistants/Dispatchers.**

7. Article III – Compensation:

1. **Add NEW Section 4.F Pilot Program – Succession Planning for Water and Sewer, and Wastewater Treatment Departments as follows:**

1. **Justification from the Department Head will be provided for specific training, licensure, and/or certifications necessary to help in the succession of employees in the Water and Sewer, and Wastewater Departments.**

2. **Approval for such training/licensure/certification(s) is at the sole discretion of the City Administrator.**

3. **If approved by the City Administrator, the approved employee(s) must have a passing grade (if applicable) and complete the approved training/licensure/certification program(s).**

a. **Employee(s) will be required to stay employed with the City for a period of thirty (30) consecutive months from the date of successful completion of their enrolled training/licensure/certification program(s).**

b. **If the employee does not stay with the City for the entire thirty (30) consecutive months following the successful completion of their enrolled training/licensure/certification program(s), they will be required to reimburse the City for a pro-rated amount of said course(s).**

- c. **If the employee does not receive a passing grade (if applicable) or does not complete the approved training/licensure/certification program(s), the employee will be required to reimburse the City for the full cost of the program(s). The City, Union and affected employee will work to arrange a payment agreement that is acceptable to all parties.**

4. This Pilot Program will sunset on December 31, 2027. The Parties may agree to extend it prior to this date, in writing, executed by both parties.

8. Article VII – Leaves:

- a. **Add NEW Section 3.F – Voluntary Termination or Death (pg. 17) as follows:**

“Employees with more than one hundred (100) days of accrued sick leave may request to sell back up to ten (10) days each calendar year. The request must be submitted in writing to the City Administrator during the month of January, payable by the last payroll in February. The employee must have a minimum of one hundred (100) sick days remaining after such sell back. Employees shall not be able to accrue this benefit to sell more than ten (10) sick days in any one (1) calendar year.”

- b. **Amend the letters on the remaining sub-sections.**

9. Article VII – Leaves:

- a) **Amend CURRENT Section 3.F.d – Voluntary Termination or Death (pp. 17-18) as follows:**

Employees who use three (3) days or less per year sick leave shall receive a bonus in the amount of ~~six hundred one thousand dollars dollar~~ **(\$1,000,000)**, which shall be payable by separate check on the third (3rd) pay period in January of each year. Workers’ Compensation leave shall not count as use of sick leave for any sick leave use related to Workers’ Compensation.

10. Article VIII – Insurance and Retirement:

- a. **Amend Section 1 – Insurance and Retirement as follows:**

Insurance benefits including Workers’ Compensation, health, dental and retirement will be considered by the Labor Management Committee in an attempt to find the most cost-effective options available for the employees. No changes

~~in~~ **to the** current insurance plan will be made without agreement by the Union and ratification by the membership. **The City may change carriers only if such plan design is equivalent or better than those listed in Section 2 below and mutually agreed upon between parties.**

11. Appendix D – Salary Schedules & Job Titles

a. Amend Active Members and Retirees not eligible for Medicare (after ratification of agreement)

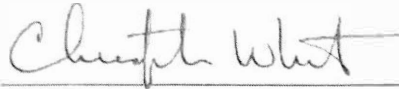
In the event the total annual cost of premiums for the two (2) **Anthem** BCBS options exceed the cost of the premiums for the then existing NYSHIP plans based on a three (3) year rolling average (the current year plus the two (2) previous years) the City reserves the right to switch back to NYSHIP, **or new carrier as agreed upon in Article VIII, Section 1** in order to save premium costs for the City and the employees provided, however, that the NYSHIP plan then in effect, **or new carrier plan** is substantially equivalent to the **Anthem** BCBS plan. The City must provide the Union with forty-five (45) days' notice prior to making any switch. In the event the Union objects to such switch, the parties agree that the dispute shall be brought to expedited arbitration, i.e. before whichever one of the five (5) arbitrators listed in the CBA who has the earliest available date for arbitration, who shall then make the determination whether or not the plans are substantially equivalent.

12. Appendix D – Salary Schedules & Job Titles

b) Increase Recreation Assistant Step 1 to \$20.00 per hour and recalculate remaining steps accordingly.

This Agreement is subject to ratification by a majority of Union membership and the approval of City Council.

For the City

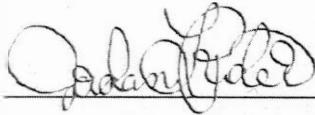


11/07/2024

Christopher White, City Administrator

Date

For the Union



11/7/2024

Jordan Rider, Labor Relations Specialist

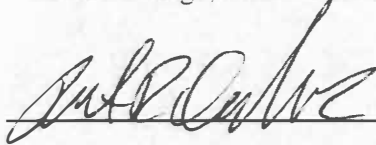
Date



11/12/24

Scott McHugh, Unit President

Date



11/8/2024

Pete Delfico, Vice President

Date