



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 73 OF 2025

**AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH
BEACON PERMANENT FIREMEN’S ASSOCIATION, INC. LOCAL 3490, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS (IAFF), AFL-CIO**

WHEREAS, the City of Beacon and Beacon Permanent Firemen’s Association, Inc. Local 3490, International Association of Firefighters (“IAFF”) previously entered into a collective bargaining agreement which covered the period of January 1, 2021, through December 31, 2025; and

WHEREAS, both the City of Beacon and IAFF wished to enter into a successor agreement, which would cover the period of January 1, 2026 through December 31, 2029; and

WHEREAS, the City of Beacon and IAFF leadership negotiated the attached changes of terms to the prior collective bargaining agreement, which were subsequently ratified by majority vote of IAFF union members on July 30, 2025.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Beacon City Council hereby authorizes the City Administrator to execute a memorandum of agreement with IAFF which will cover the period of January 1, 2026 through December 31, 2029.

Resolution No. 73 of 2025			Date: August 4, 2025				
<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				
	x	Amber Grant	x				
x		Molly Rhodes	x				
		Jeffrey Domanski	x				
		Pam Wetherbee	x				
		George Mansfield	x				
		Mayor Lee Kyriacou	x				
Motion Carried			x				

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF BEACON, AND BEACON PERMANENT FIREMEN’S
ASSOCIATION, INC. LOCAL 3490, INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS (IAFF), AFL-CIO**

IT IS HEREBY AGREED, by and between the bargaining team for the City of Beacon (hereinafter referred to as “the City”) and the bargaining team for the Beacon Permanent Firemen’s Association, Inc., Local 3490, International Association of Firefighters, AFL-CIO (“IAFF”), that, subject to ratification by the membership of the IAFF and ratification by the Beacon City Council, the following shall constitute the new terms and conditions of the successor agreement to the collective bargaining agreement (“CBA”) covering the period of January 1, 2021 through December 31, 2025.

1. TERM OF AGREEMENT

January 1, 2026 to December 31, 2029

2. ARTICLE IV – SALARIES

Delete existing Section 1 Salary Schedule and replace with the following:

Year of Employment	01/01/26	01/01/27	01/01/28	01/01/29
Step 1	\$60,000	\$62,700	\$65,522	\$68,634
Step 2	\$64,000	\$66,880	\$69,890	\$73,209
Step 3	\$68,000	\$71,060	\$74,258	\$77,785
Step 4	\$72,000	\$75,240	\$78,626	\$82,361
Step 5	\$76,000	\$79,420	\$82,994	\$86,936
6th (new step)	\$80,000	\$83,600	\$87,362	\$91,512
7th (new step)	-	\$87,780	\$91,730	\$96,087
Lieutenant Salary	\$88,000	\$96,558	\$103,196	\$110,500

Delete the following:

Effective January 1, 2021, the City shall create two (2) new Lieutenants' positions. The base salary for these positions shall be ten percent (10%) above the base salary indicated for a firefighter in the fifth year of employment.

Effective January 1, 2022, the City shall create two (2) new Lieutenants' positions (for a total of four (4) Lieutenants), following the posting of the Civil Service Test Results.

The annual wage rate to be paid to each Employee covered by this Agreement shall remain the same as the prior year and be as follows on the date indicated.

3. ARTICLE IV – SALARIES Section 3

Delete existing Section 3 and replace with the following:

In addition to the salary schedule hereinabove set forth, Employees shall receive longevity salary payments in accordance with the following longevity salary:

On the tenth (10th) year of employment, the Employee shall receive a total of one thousand dollars (\$1,000.00) per year. Beginning in year 2028, the 10th year longevity step shall increase to fifteen hundred dollars (\$1,500.00). Beginning in year 2029, the 10th year longevity step shall increase to two thousand dollars (\$2,000.00).

On the fifteenth (15th) year of employment, the Employee shall receive a total of one thousand dollars (\$1,500) per year. Beginning in year 2028, the 15th year longevity step shall increase to two thousand two hundred and fifty dollars (\$2,250.00). Beginning in year 2029, the 15th year longevity step shall increase to three thousand dollars (\$3,000.00).

On the eighteenth (18th) year of employment, the Employee shall receive a total of one thousand dollars (\$2,000) per year. Beginning in year 2028, the 18th year longevity step shall increase to three thousand dollars (\$3,000.00). Beginning in year 2029, the 18th year longevity step shall increase to four thousand dollars (\$4,000.00).

4. ARTICLE IV – SALARIES Section 4

Add the following (new section):

Section 4A. 10-35s

In the event a 10-35 is transmitted to initiate the recall of off-duty personnel, any employee who responds and reports for duty shall be compensated for a minimum of four (4) hours. After the initial four (4) hours, employees shall be compensated for all additional hours for all hours actually worked.

Employees responding to a 10-35 shall be compensated at a rate of two (2) times their regular hourly rate of pay for all hours worked in connection with the 10-35 activation.

5. **ARTICLE IV – SALARIES Section 4D**

Delete existing Section 4D and add the following:

The salary provided for Employees is based upon a regular forty-two (42) hour work week. In each week that an Employee works more than forty-two (42) hours, but less than forty-eight (48) hours, such Employee shall be paid for overtime on a straight time basis. Employees working more than forty-eight (48) hours per week shall be paid overtime at the rate of time and a half based upon the foregoing straight time computation. The City shall comply with the federal Fair Labor Standards Act.

6. **ARTICLE IV – SALARIES Section 5**

Delete existing Section 5

7. **ARTICLE IV – SALARIES Section 6**

Add the following:

Employees shall be allowed to have an accumulation of One Hundred and Twenty (120) hours of compensatory time per calendar year. Compensatory time will be credited at the straight time pay rate for all hours worked, except to the extent FLSA otherwise requires.

8. **ARTICLE V – UNIFORM ALLOWANCE**

Add: Upon hire, new employees shall receive a one-time allowance of one thousand dollars (\$1,000).

Add: In year 2028, the annual uniform allowance shall increase from six hundred dollars (\$600) to eight hundred dollars (\$800) payable in one installment by the last payroll in January.

Add: In year 2029, the annual uniform allowance shall increase from eight hundred dollars (\$800) to one thousand dollars (\$1,000) payable in one installment by the last payroll in January.

Delete: Effective January 1, 2022, there shall be no annual uniform allowance for the years of 2022, 2023, and 2024.

Delete: Effective January 1, 2025, the City shall resume paying the uniform allowance of six hundred dollars (\$600.00), as described above.

9. **ARTICLE VI – HOLIDAYS – Section 1**

Delete existing Section 1 and replace with the following:

HOLIDAYS

Each Employee shall have the following paid: The first (1st) day of January known as New Year's Day; the third (3rd) Monday in January known as Martin Luther King Jr. Day; the twelfth (12th) day of February known as Lincoln's Birthday; the third (3rd) Monday in February known as Washington's Birthday; the Friday before Easter known as Good Friday; Memorial Day; the fourth (4th) day of July, known as Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; the day after Thanksgiving; the twenty-fifth (25th) day of December, known as Christmas Day. Each holiday listed above is equal to twelve (12) hours of leave.”

10. ARTICLE VI – HOLIDAYS – Section 4

Delete existing Section 4 and replace with the following:

A new hire, or a person who has been rehired, is only entitled to holidays in the calendar year falling after Employee's date of (re)hire.

11. ARTICLE VII – -SICK LEAVE – Section 4

Delete: Effective January 1, 2021

12. ARTICLE IX – HOSPITALIZATION – Section 1

Add: The City shall have the right to contract with a carrier that has an equivalent or better plan design which has been mutually agreed upon between the City and the IAFF.

13. ARTICLE IX – HOSPITALIZATION – Section 2

Add: Effective January 1, 2029, City shall pay one hundred percent (100%) of the dental plan costs for employees.

14. ARTICLE IX – HOSPITALIZATION – Section 3

Add: The retiree’s beneficiary shall receive left over balance in escrow if used toward a single plan at retiree death. The retiree shall be designate a beneficiary upon retirement from the City or anytime thereafter.

15. ARTICLE IX – HOSPITALIZATION – Section 6

Delete existing Section 6 and replace with the following:

The City shall provide Vision Insurance at no cost to the Employee.

16. ARTICLE IX – HOSPITALIZATION – Section 7

Delete existing Section 7 and replace with the following:

If an Employees dies (either prior to or after retirement), the Employee’s spouse and/or dependent child(ren) shall be eligible to continue to receive the Employee’s

health care benefits. Such benefits shall be provided at the same terms as if the Employee was still alive – i.e., the spouse and/or dependents would be responsible for the same percentage of the monthly premium as was in effect at the time of the Employee's death.

A. The spouse shall be eligible for such coverage until such time as said spouse remarries. If the spouse does not remarry, said spouse shall remain eligible until their death.

B. Child/Dependent coverage – the Child/Dependent of the Employee shall be eligible for coverage until the age of 26 or when such Child/Dependent becomes covered by another plan.

17. ARTICLE XI – PERSONAL LEAVE – Section 3

Delete existing Section 3 and replace with the following:

Newly hired or rehired Employees must be on the payroll forty-five (45) days of the quarter to receive personal leave for that quarter.

18. ARTICLE XIII – PENSIONS – Section 1

Delete existing Section 1 and replace with the following:

The City acknowledges that the Employees covered by this Agreement are members of the New York State Police & Fire Retirement System and entitled to the benefits and options therein provided under Section 384-d and Section 384-e of the New York State Police & Fire Retirement System Act.

19. ARTICLE XIII – PENSIONS – Section 4

Delete existing Section 4

20. ARTICLE XVII – CHANGE IN WORKING CONDITIONS– Section 1

Delete existing Section 1 and replace with the following:

The City shall notify the Union at least seven (7) calendar days in advance of any temporary change in working methods or working conditions, except where such changes are required due to an emergency over which the City has no control and 30 days' notice for any permanent change in working methods or working conditions. For the purpose of this section, a temporary change is defined as less than thirty (30) calendar days and a permanent change is defined as thirty (30) calendar days or more.

21. ARTICLE XVIII – GRIEVANCE PROCEDURE AND ARBITRATION – Section 2

Delete existing Section 2 and replace with the following:

A **written** grievance of an Employee or Employees shall be presented by their Association Representative and the Employee(s) concerned to the full-time paid Fire Chief or the Fire Chief's designee, as approved by the City Administrator. In the event there is no full-time paid Fire Chief, the City Administrator shall appoint a designee to act in their place until a new full-time Fire Chief is appointed or other representative of the City as designated by the City Administrator.

22. ARTICLE XVIII – GRIEVANCE PROCEDURE AND ARBITRATION – Section 4

Delete existing Section 4 and replace with the following:

In the event that such grievance is not then disposed of, either Party, no later than fourteen (14) calendar days after presentation under Section 3, may request arbitration before an impartial arbitrator **mutually agreed upon by both parties**. The decision of the arbitrator shall be final and binding; however, such arbitrator shall be limited to the terms and conditions of this Agreement as written and shall have no power to modify, amend, add to or subtract from this Agreement. In the event the Parties are unable to agree upon an impartial arbitration within ten (10) days after the referral of such matter to arbitration then an appointment of such arbitrator shall be made by the Public Employees Relations Board under its rules and procedures. The costs of the impartial arbitrator shall be shared equally by the Association and the City.

23. ARTICLE XXIV – KELLY DAYS

Delete existing Article XXIV and replace with the following:

The City shall compensate employees for all hours worked in excess of 2,080 hours annually, based on the employee's assigned shift schedule. The calculation of excess hours worked shall only include the employee's regularly scheduled shift to which the employee is permanently assigned (e.g., 24-on/72-off). Any changes to shift schedules during the year shall be prorated accordingly for the purpose of determining Kelly Time compensation. The City shall pay a lump sum in December.

24. ARTICLE XXV – MISCELLANEOUS PROVISIONS

Delete: Effective January 1, 2017

25. NEW SECTION TO ADD – SHIFT MUTUALS

An employee may be granted mutual exchanges of a scheduled tour of duty ("mutual"), provided that the mutual is exchanged with another employee holding the same title and qualifications within the Fire Department. Upon approval by the Fire Chief, the responsibility for working the tour shall lie with the employee who agrees to work and the employee who is no longer working the tour shall be relieved of any/all responsibility for working. The employee who agrees to work the mutual shall not use any accruals for the mutual tour,

including sick leave, unless the employee provides a medical note from a healthcare provider after second offense within the calendar year.

26. NEW SECTION TO ADD –ADMINISTRATIVE LEAVE

In the event an employee is determined not fit to perform firefighting duties following a medical examination and evaluation related to use of a respirator conducted by the City of Beacon Fire Department's designated medical provider, the employee shall be placed on paid Administrative Leave for up to 48 working hours. In the event the employee is not returned to full duty status by the City's medical provider within the paid administrative leave period, the employee shall utilize their own paid time off accruals.

27. NEW SECTION TO ADD –UNION BUSINESS

A. The City recognizes the right of the Employees of the Association to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract and to visit Employees during working hours. Such Association representation shall also be permitted to appear at public hearings or boards of inquiry upon the request of Employees.

B. The Officers and designated representatives of the Association shall have the right to visit the Employer's facilities by appointment for the purpose of adjusting and administering the terms and conditions of this Agreement.

C. The Officers and designated representatives duly elected and duly operating pursuant to the terms of the within Agreement shall be permitted time free from their regular duties to fulfill their Association obligations, with pay, and without charge or deduction from accumulated vacation leave or other time credits.

D. The Officers and designated representatives of the Association who are designated to represent the Association shall have the right to attend meetings to which the Association belongs, in pursuance of the obligations as Officers or Delegates of the bargaining unit herein, with pay, and without charge or deduction from accumulated vacation leave or other time credits. Two (2) Association Officers or designated representatives shall be allowed to attend any conventions, provided however, that in no event shall more than one hundred and forty-four (144) hours with pay be used for this purpose.

28. NEW SECTION TO ADD –LINE OF DUTY DEATH – FUNERAL COST REIMBURSEMENT

For the purposes of this Agreement, a Line of Duty Death shall be defined as the death of an active member that occurs as a direct and proximate result of injuries, illnesses, or conditions sustained while performing official duties or functions required by their position as a firefighter. This includes, but is not limited to, deaths occurring during fire suppression, rescue operations, emergency medical services, training exercises, authorized travel for department duties, or other job-related assignments. A death shall also be considered in the line of duty if it qualifies under the criteria set forth by the United States Department of

Justice Public Safety Officers' Benefits Program or similar recognized state or federal standard.

It is understood and agreed that in the event of a Line of Duty Death, the City shall be responsible for reimbursing funeral and memorial service expenses incurred by the family of the deceased member, in an amount not to exceed fifteen thousand dollars (\$15,000.00).

29. NEW SECTION TO ADD – HEALTH AND FITNESS

The City agrees to maintain gym equipment in the Firehouse.

30. NEW SECTION TO ADD – SENIORITY

A. The Fire Chief shall establish a list on the basis of seniority, and the list shall be re-established effective January 1 of each year, The list shall be posted at the Firehouse for a period of not less than thirty (30) days.

B. Any objection to the seniority list as established each year shall be made to the Fire Chief within twenty (20) days, and shall be considered in accordance with the procedure herein for the adjudication of grievances.

C. Seniority shall be computed for each employee from the date of permanent appointment. An employee who has resigned and who has thereafter been reinstated or reappointed within one year shall be deemed to have maintained continuous service, except where the resignation was solely for the purpose of accepting another position of employment outside of the Fire Department.

D. Subject to the provisions herein, an employee shall lose all seniority rights upon voluntary resignation or upon discharge for just cause. An employee whose service is terminated for any period in excess of one year and is thereafter reinstated or reappointed shall have the employee's seniority computed from the date of reinstatement or reappointment.

E. Subject to the provisions herein, leave of absence without pay or suspension shall not constitute an interruption of continuous service.

F. Seniority for promotions shall be based on time in rank.

31. NEW SECTION TO ADD – PROMOTIONS

A. Promotions shall be governed by New York State Civil Service Law calling for the appointment of one of the top three candidates, determined by competitive examination and certified by the Dutchess County Human Resources Commission. All promotions, whether temporary or permanent positions, will only be made by the promotion offered to a City employee and the City employee accepting the offer.

- B. Each employee for promotion is entitled to and shall receive an actual notice of the appointment is to be made at a time prior to the public announcement of designation of appointment to promotion.

32. NEW SECTION TO ADD – CIVIL SERVICE LAW §§ 71-73 PROCEDURE

The Parties agree to continue negotiations on the Civil Service Law Sections 71-73 Procedure. Every effort will be made to complete negotiations within six (6) months. This shall be mutually agreed upon in Labor Management and any negotiated settlement will become part of this Agreement.

33. NEW SECTION TO ADD – WORKING RULES

The City shall submit a written notice to the IAFF the following actions affecting employees:

1. Appointment of new employees
2. Promotions
3. Disciplinary Actions
4. Retirements

34. APPENDIX C -GENERAL MUNICIPAL LAW SECTION 207-a POLICY

Delete existing Appendix C and replace with the following:

K. Continuation of Benefits

In addition to the benefits to which an individual on leave pursuant to GML 207-a is entitled to under GML 207-a, the employee shall be entitled to health insurance in the same manner as if the employee was working. Employee shall continue to be paid the clothing allowance and accrue or be credited with vacation, **sick**, personal and holiday leave, and **Kelly time** as set forth in the collective bargaining agreement for a period of six (6) months. In the event that the employee is on 207-a leave for more than six (6) months, employee's personal leave and clothing allowance shall be prorated in the calendar year following the expiration of the six (6) month period. After six (6) months employee shall be entitled to the full amount of their regular salary or wages (with contractual increases and longevity pay) and health insurance in the same manner as if the employee was working.

All other terms of the CBA for the period from January 1, 2021 through December 31, 2025 not expressly modified above shall remain unchanged.

SIGNATURE PAGE FOLLOWS

Dated: August ____, 2025

FOR THE CITY OF BEACON

Christopher White, City Administrator

FOR THE BEACON PERMANENT
FIREMEN'S ASSOCIATION, INC.

Christopher Baum, President