
AGREEMENT

by and between
the CITY OF BEACON

and

**CSEA, Local 1000 AFSCME,
AFL-CIO**



**City of Beacon Unit 66620
Dutchess County Local 814**

January 1, 2025 – December 31, 2027

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THIS AGREEMENT, effective January 1, 2025 through December 31, 2027, by and between the City of Beacon, Dutchess County, New York, hereinafter designated as the "City" and on behalf of the City of Beacon Unit 66620, Dutchess County Local 814, Civil Service Employees Association, Inc., Local 1000, American Federation of State, County and Municipal Employees Union, AFL-CIO, hereinafter designated as the "Union".

ARTICLE I – RECOGNITION AND DEDUCTIONS

SECTION 1- Recognition

The City recognizes the Union as the sole and exclusive representative for all employees of the City excluding all Management and Confidential employees in Personnel, elected officials, City Engineer, Superintendent of Highways, the Superintendent of Sewer and Water, seasonal employees and temporary employees, (i.e., those who at the time of hire have acknowledged that their employment does not constitute part of the regular City workforce, but is limited to a special project with a defined duration not to exceed three (3) months unless agreed to by the Union for the purpose of collective bargaining for the maximum period permitted by law.

SECTION 2 – Dues and Other Authorized Deductions

The City shall deduct from the wages of employees' regular membership dues and other authorized deductions, including credit union and/or payroll savings deductions provided payroll equipment is adequate to handle such deductions for those employees who sign authorization permitting such deductions.

The Union shall hold the City harmless against any and all suits, claims, demands and liabilities arising out of an action in connection with payroll deduction of Union dues monies, all life, sickness and accident premium deductions on policies sponsored by CSEA. This includes legal fees and other expenses incurred in defending such claims and suits in any forum, and any judgment or awards resulting there from.

SECTION 3 – Remittance of Deductions

The City will remit all deductions referred to in SECTION 2 and above to the CSEA, Inc., within one hundred twenty (120) days after the signing of this Agreement, together with a complete list of names, home addresses, work locations, positions and titles of all employees in the bargaining unit, covered by this Agreement and will, within thirty (30) days after the end of each pay period, furnish the CSEA, Inc., and the Unit a list of names, home addresses,

work locations, positions and titles of newly hired, reinstated, transferred employees, as well as a list of those who terminate employment, and also will provide a copy of the last payroll in each calendar quarter as soon as it becomes available.

SECTION 4 - Exclusivity

The City agrees to deduct and remit such monies exclusively for the Union as the recognized exclusive bargaining agent for employees within this Unit.

SECTION 5 – New Titles

In the event new title(s) are created by the City during the term of this Agreement, the Union shall be informed, in writing, fifteen (15) workdays prior to the establishment of such new title(s). In the event the Union and the City cannot agree as to whether the title(s) are to be included/excluded in/from the bargaining unit, the parties agree to submit the question to the Grievance and Arbitration Article of this Agreement.

ARTICLE II – WORKDAY, WORKWEEK

SECTION 1 – Office Personnel (City Hall and Police Department)

The regular workweek, for other than part-time employees, is a regularly scheduled eight (8) consecutive hours per day, five (5) consecutive days per week, forty (40) hours per week, Monday through Friday, beginning between the hours of 8:00 a.m. and 8:30 a.m., inclusive of a one-half (½) hour lunch period.

SECTION 2 – Highway Department Personnel

The regular workweek, for other than part-time employees is a regularly scheduled eight (8) consecutive hours per day, five (5) consecutive days per week, forty (40) hours per week, Monday through Friday. At the discretion of the City, the eight (8) consecutive hour workday may commence between the hours of 6:00 a.m. to 8:00 a.m. An 8:00 a.m. to 4:00 p.m. shift can only be scheduled during the months of December and January. The workday shall be inclusive of one-half (½) hour lunch period, with all other conditions prevailing.

SECTION 3 – Water and Sewer Department Personnel

Except as provided for in the second paragraph of this section, the regular workweek, for other than part-time employees, is a regularly scheduled eight (8) consecutive hours per day, five (5) consecutive days per week, forty (40) hours per week, Monday through Friday. At the discretion of the City, the eight (8) consecutive hour workday may commence between the hours of 6:00 a.m. to 8:00 a.m. An 8:00 a.m. to 4:00 p.m. shift can only be scheduled during the months of December and January. The workday shall be inclusive of one-half ($\frac{1}{2}$) hour lunch period, with all other conditions prevailing.

SECTION 4 – Parks Department Personnel

The regular workweek, for other than part-time employees, is a regularly scheduled eight (8) consecutive hours per day, five (5) consecutive days per week, forty (40) hours per week, Monday through Friday. At the discretion of the City, the eight (8) consecutive hour workday may commence between the hours of 6:00 a.m. to 8:00 a.m. An 8:00 a.m. to 4:00 p.m. shift can only be scheduled during the months of December and January. The workday shall be inclusive of a one-half ($\frac{1}{2}$) hour lunch period.

SECTION 5 – Wastewater Treatment Plant Personnel

The regular workweek, for other than part-time employees, shall be a forty (40) hour workweek. On Monday through Friday there shall be two (2) shifts. On Saturday and Sunday only, there shall be one eight (8) hour consecutive workday which may commence between the hours of 6:00am to 8:00am at the discretion of the City. Said shift will be inclusive of one-half ($\frac{1}{2}$) hour lunch period which shall be considered as time worked. Each employee in the Wastewater Treatment Plant shall have one of the following sets of pass days: Friday and Saturday, Saturday and Sunday, or Sunday and Monday. These pass days shall be selected by in-title seniority unless both parties agree to different pass days.

Upon completion of the capital improvements approved by the City Council at the Wastewater Treatment Plant, the parties agree that the City may determine the staffing, including the right to determine whether employees will be assigned to work a particular shift, the number of employees who will be assigned to a particular shift and the title or titles of the employee or employees that are assigned to a particular shift.

SECTION 6 – Recycling Personnel

The regular workweek, for other than part-time employees, is a regularly scheduled eight (8) consecutive hours per day, five (5) consecutive days per week, forty (40) hours per week, Tuesday through Saturday, as per the following daily schedule and/or shifts.

At the discretion of the City, the eight (8) consecutive hour workday may commence between the hours of 6:00 a.m. to 8:00 a.m. An 8:00 a.m. to 4:00 p.m. shift can only be scheduled during the months of December and January. The workday shall be exclusive of a one-half (½) hour lunch period.

SECTION 7 – Lunch Hours

The City retains the right to stipulate lunch hours for all employees.

ARTICLE III – COMPENSATION

SECTION 1 – Wage Adjustments

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 2024 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 2025 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 2026 base salary, whichever is greater.

Any employee hired subsequent to the ratification by the City Council of the new contract shall be placed on step one (1) of the salary schedule, unless otherwise agreed upon between the City and Union. Any employee below the maximum rate of pay (step 5) shall receive an increment on their anniversary date in addition to the wage increase.

In the event of a promotion or upward grade allocation, an employee shall receive a salary increase to either the step of the salary schedule for the new position that results in an increase which is no smaller than one increment in the salary schedule for the position held prior to said promotion, or the step of the salary schedule for the new position held prior to the promotion, whichever results in the smaller salary increase.

It is agreed that the Labor Management Committee will review salary schedules and civil service titles to accurately reflect current titles, hourly wages and/or salaries.

SECTION 2 – Out-of-Title Work

- A. An employee temporarily assigned to perform duties of titles above their own will receive the higher rate of pay for the day providing the assignment has been for four (4) hours or more. Employees working below their titles will receive their regular rate of pay. Said employee shall perform these duties pursuant to work schedule of the title to which they are temporarily assigned.
- B. With respect to the term "higher rate of pay" used herein, an employee working out-of-title shall receive a salary increase to either the step of the salary schedule for the new position that results in an increase which is no smaller than one increment in the salary schedule for the position held prior to working out-of-title, or the step of the salary schedule for the new position which corresponds to the step of the salary schedule for the position held prior to working out-of-title, whichever results in the smaller salary increase, provided that the assignment has been for four (4) hours or more.
- C. With respect to out-of-title work, it is agreed by the parties that out-of-title work shall not be performed unless an employee is specifically assigned the higher title duties; it is further agreed that all efforts will be made to prepare a written assignment for the out-of-title duties.

The foregoing shall not apply to the following:

- 1. Working Supervisor who replaces Department Head.
- 2. Senior Automotive Mechanic who replaces the Head Automotive Mechanic.

SECTION 3 - Overtime

A. **Overtime Defined:** Overtime is time worked in any workweek over and above the hours worked in an employee's basic workday and/or basic workweek, or at a time previously scheduled as a holiday.

1. Employees may be allowed to use overtime as time and one-half pay or accumulate extra time off or both at the discretion of the City Administrator.

B. **Overtime Pay:**

1. Except as provided for in C below and as in Article V, overtime compensation shall be paid at the rate of time and one-half ($\frac{1}{2}$) the wage rates for all work performed in excess of the employee's basic workday.
2. The rate of time and one-half ($\frac{1}{2}$) shall be paid for work performed the first day or portion thereof beyond the basic workweek.

The rate of double time shall be paid for work performed the second (2nd) pass day or portion thereof only when the employee has been credited for working six (6) consecutive days, otherwise the seventh (7th) day, or second (2nd) pass day shall be paid at the time and one half ($\frac{1}{2}$) rate.

3. 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 ($1\frac{1}{2}$). 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 workday into after work hours.

C. **Part-Time Employees:** Overtime pay, as provided for in B above shall not be applicable to any part-time employee until said part-time employee works a comparable basic workweek, and only then, shall said employee be paid accordingly. Part-time employees shall not receive any health benefits. Part-time employees shall receive a direct pro-rata share of other benefits unless specified.

D. **Emergency Work:** An employee shall receive at least four (4) hours for emergency work at the rate of time and one-half ($1\frac{1}{2}$), except as heretofore noted in B-1 above. Only the Department Head or their designee has the authority to call in an employee 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.

- E. **Temporary Employees:** Temporary employees will not be used to fill vacancies on a permanent basis. If a temporary, non-competitive, or labor class employee is hired after continuous service as a member of the regular City workforce, the employee's seniority will be credited to their date of initial employment with the City, i.e., as the temporary employee.

SECTION 4 - Allowances

- A. **Mileage Allowance:** Mileage allowance will be according to IRS rate when employees are using their own cars on the job, providing no City vehicle is available.
- B. **Meal Payment:** The City shall provide a payment for meals of seven dollars (\$7.00) for employees working at least two (2) hours over and above their regularly scheduled workday and an additional similar allowance for every four (4) hours worked thereafter. In order to be eligible for the meal allowance during emergency work (call in), the employee must actually work the four (4) hours.
- C. **Tuition Reimbursement:** The City shall reimburse tuition and actual course expenses of employees for job-related courses, as shall be required by the City of Beacon or the State of New York. The City will only reimburse expenses for tuition if Employee receives a "passing" grade in the case of pass/fail courses and a grade of "C" or better in letter grade courses.
- D. **Clothing Allowance:** A clothing allowance of six hundred fifty dollars (\$650) shall be paid to all employees whose titles appear as follows: Chief Water Treatment Plant Operator – Grade I, Cleaner, Groundskeeper, Heavy Motor Equipment Operator, Laboratory Technician, Laborer, Water and Sewer Maintenance Helper, Maintenance Mechanic, Maintenance Worker, Maintenance Helper, Maintenance Carpenter, Motor Equipment Operator, Senior Wastewater Treatment Plant Operator, Senior Wastewater Maintenance Mechanic, Wastewater Treatment Plant Operator, Wastewater Plant Maintenance Helper, Wastewater Plant Maintenance

Mechanic, Water Treatment Plant Operator – Grade II, Water Treatment Plant Operator Trainee, Water and Sewer Maintenance Mechanic, and Working Supervisor.

The City shall continue to furnish Police Assistants/Dispatchers with a uniform (shirt, pants, belt, footwear).

Automotive Mechanics shall be paid an annual allowance of fifty (50%) percent of the allowance in paragraph one (above). If because of health or other bona fide reason, automotive mechanics are not able to utilize uniforms provided, they shall be entitled to receive the full clothing allowance.

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

New employees must work six (6) months before being entitled to the clothing allowance. Part-time employees are excluded from clothing allowance.

- E. The City will pay for the cost of obtaining a job-related license for employees who are required by the City or by law to have such a license and/or certification, including a CDL license (a driver's license is not included). The City will also pay for renewal fees for maintaining any such license. The City shall provide paid leave to attend classes needed to obtain or maintain such license so long as such leave does not result in overtime.

F. **Pilot Program – Succession Planning for Water and Sewer, and Wastewater Treatment Departments:**

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.

SECTION 5 - Longevity

A. In accordance with the following schedule:

1. After seven (7) years' continuous service \$850
2. After twelve (12) years' continuous service \$1,100
3. After seventeen (17) years' continuous service \$1,350
4. After twenty-two (22) years' continuous service \$1,600
5. After twenty-seven (27) years' continuous service \$1,850
6. After thirty (30) years' continuous service \$2,100

B. After having completed the required amount of continuous City service, employees shall be eligible for longevity payments commencing on respective anniversary date(s) of hire.

Longevity payments shall be made part of the annual salary or hourly wage and shall be incorporated into the employees' biweekly or weekly paychecks, as the case may be.

Continuous service is not interrupted by the following:

- a. Ordered Military Leave
- b. Authorized leave of absence
- c. Termination of employment followed by a reinstatement of rehiring within one (1) year.

Longevity will be included in the hourly wage rate for purposes of overtime, etc.

SECTION 6 – Shift Differential

Any full-time permanent employee scheduled to work a normal shift other than the normal day shift, and if such employee(s) does work such shift, a differential payment of \$1.00 per hour shall be made for the entire shift. This payment shall not extend to any employee(s) working any overtime.

SECTION 7 – New Hires

All employees shall serve a probationary period in accordance with the Civil Service Rules of Dutchess County.

SECTION 8 – Vaccine Reimbursement

The City will pay for hepatitis vaccinations for applicable department employees potentially exposed to hepatitis as a result of the nature of their work.

SECTION 9 – Payroll Payments

All payroll payments shall be made via direct deposit only.

ARTICLE IV – SAFETY, HEALTH, EQUIPMENT AND FACILITIES

The City shall provide a fully stocked first aid kit at each place of employment, along with soap, hand towels, etc., for the employees' personal hygiene. Employees injured on the job shall immediately report the injury to their Department Head or a designee and seek medical attention.

All departments shall establish a safety committee. The committee shall meet subject to the City's approval, to discuss and recommend procedures and practices that will enhance safety on the job. The size and composition shall be determined by joint consultation of department heads and shop stewards.

ARTICLE V – HOLIDAYS WITH PAY

SECTION 1 - Holidays

Except as otherwise enumerated herein, all employees shall be granted the following days off with pay after thirty (30) days service and must be on payroll status the day preceding the holiday, and also on the day following said holiday:

Special

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Regular

Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Columbus Day
Election Day
Veterans Day
Day After Thanksgiving
Juneteenth

Employees shall receive a half (½) day Christmas Eve and half (½) day New Year's Eve as per past practice.

Any holiday which falls on a Sunday shall be celebrated the following Monday, and any holiday falling on a Saturday shall be celebrated the preceding Friday except that employees who work shifts other than the normal day shift shall celebrate a holiday on the actual day it falls.

SECTION 2 – Council Action

Nothing in this Agreement shall be construed as preventing the City Council from granting such additional days off with pay, as it may lawfully authorize by resolution.

SECTION 3 – Special Holiday Work

Employees called into work a special on holiday shall receive double (2x) the regular rate of pay for any hours worked on said holiday, plus regular holiday pay.

A. (1) Employee B - Called in Thanksgiving Day and works 10 hours (40-hour week):

Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
X	R	R	R	H/X	H	X

Employee B – for payroll purposes:

3 R Days	- 24 hours
10 hrs. worked at Holiday rate	- 20 hours
1 Holiday (Thursday)	- 8 hours
1 Holiday (Friday)	- <u>8 hours</u>
Total:	- 60 hours

SECTION 4 – Regular Holiday Work

Employees who work on a regular holiday shall receive one and one-half times (1.5x) the regular rate of pay for any hours worked on said holiday, plus regular holiday pay.

A. (1) Employee B - called in Columbus Day and works 10 hours (40-hour week):

Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
X	H/X	R	R	R	R	X

Employee B – for payroll purposes:

4R Days	- 32 hours
10 hrs. worked at Holiday rate	- 15 hours
Holiday	- <u>8 hours</u>
Total:	- 55 hours

SECTION 5 – Holiday Occurring on Pass Day

Employee whose pass day occurs on the holiday shall receive five (5) days regular rate of pay and one (1) day equivalent time off (ETO).

Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
R	R	R	H/X	X	R	R

All holiday time earned on a pass day shall be paid out in payroll following pass day.
Employee – for payroll purposes:

5R	- 40 hours
1H	- <u>8 hours as ETO</u>
Total:	- 48 hours (8 hrs. as ETO)

ARTICLE VI – VACATION WITH PAY

SECTION 1 – Vacation With Pay Shall Be Granted as Follows:

All employees shall be granted ten (10) days' vacation after one (1) year of service, and one (1) additional day each year, up to and including the eleventh (11th) year. As an example, an employee having worked six (6) years would be entitled to fifteen (15) days; an employee having worked eleven (11) years would receive twenty (20) days' vacation. An employee completing twenty (20) consecutive years shall receive twenty-five (25) days' vacation.

If an employee leaves prior to their anniversary date when they would be eligible for an additional vacation day, and has already used the unearned day, that day shall be deducted from the employee's last paycheck.

New vacation schedule for employees hired after November 1, 2012:

1 – 5 years = 10 days
6 – 12 years = 13 days
13 – 19 years = 17 days
20 – 26 years = 20 days
More than 27 years = 25 days

SECTION 2 - Vacation Scheduling

Vacation shall be scheduled by the Department Head based on the needs of the department, with the Department Head considering the request and the seniority of the employee. A vacation schedule shall be posted on January 2nd of each year and approved by the department head no later than February 15th. All employees must post all but five (5) days of their vacation within this time frame. The use of these five (5) days, as a block or individually, is up to the employee. The employee may request to use these five (5) days throughout the year as provided herein with seven (7) days advance notice.

SECTION 3 - Vacation Carry Over

Employees, with the approval of the City Administrator, may carry up to ten (10) days' vacation into the year following that in which the days were earned. Employees must make such a request to carry over vacation days to the City Administrator on or before November 30th of each year. Should the City Administrator fail to respond to such request it will be deemed approved after five (5) workdays.

SECTION 4 – Voluntary Separation or Death

If an employee voluntarily separates employment, retires, or dies while employed, the employee or the employee's immediate family, as the case may be, shall receive the monetary value of the employee's unused earned vacation time.

Vacation leave time can be used in one-hour (1) increments.

ARTICLE VII – LEAVES

SECTION 1 – Personal Leave

- A. The City will permit employees to take personal leave of five (5) days per annum [personal leave time can be used in one-hour (1) increments] commencing either at the beginning of the shift or at the end of shift, or halfway through the normal workday. Except in cases of emergency, employees will request personal leave time with at least five (5) days' notice. Department Heads shall have discretionary power with respect to granting personal leave time before and after a holiday or vacation day. Upon voluntary separation or retirement, employees will be entitled to payment for unused personal leave.
- B. **New Employees:** Employees in their first (1st) year of employment shall receive a prorated number of personal days. Employees shall receive five (5) days' credit on the following January 1st.

SECTION 2 – Funeral Leave

Five (5) days funeral leave including the day of the funeral, will be granted for death in an employee's immediate family of: spouse, child, mother, father, brother or sister. These are to be five (5) consecutive workdays in the employee's work week. Three (3) days funeral leave, including the day of the funeral, will be granted for the death of the employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, or grandchild.

SECTION 3 – Sick Leave

A. Allowance: Sick leave credits will be accumulated as follows:

One and one-quarter (1 ¼) sick days per month or a total of fifteen (15) sick days per year with no maximum accumulation.

B. Utilization: Sick leave may be utilized in minimum units of one (1) hour.

C. Employee Family: Sick leave may be used in compliance with the City's policy on the Family Medical Leave Act of 1993, as amended ("FMLA"). In the event FMLA is not applicable, sick leave may be used for a family illness up to five (5) days per calendar year with appropriate documentation.

D. Extended Sick Leave: Each Department Head shall, upon the approval of the City Administrator, grant sick leave at one-half (½) pay for personal illness or injury to an employee having not less than one (1) year of service after all the employee's personal leave and accumulated vacation time has been exhausted. Notwithstanding the foregoing, the extended sick leave granted at one-half (½) pay shall not exceed more than ninety (90) working days. Each case is subject to review for request of more time.

E. Voluntary Termination or Death:

- a. Full compensation of up to 195 days only for unused sick time will be paid to the employee or the employee's immediate family, as the case may be, upon retirement, death, or voluntary separation while employed.
- b. All employees hired after December 4, 1995, shall be compensated at the rate of fifty percent (50%) of the regular rate of pay for a maximum of one hundred ninety-five (195) days of unused sick time. Such compensation shall be paid to the employee or the employee's immediate family, upon retirement, voluntarily separation or death respectively.

All employees hired after December 4, 1995, who are terminated for disciplinary reasons shall not receive compensation for unused sick time.

F. **Sick Leave Sell-Back:** 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.

G. **Taking Sick Leave:**

- a. Refusal to allow an employee to take leave shall not be arbitrary or unreasonable. Any employee taking sick leave immediately before or after a vacation period or holiday in excess of three (3) consecutive dates, must, before returning to work, provide the Department Head documentation from a medical professional containing the dates of illness. The Department Head may waive said medical documentation where the validity of illness is not in question.
- b. If an employee uses more than eight (8) occurrences in a calendar year, the Department Head may request documentation from a licensed medical professional for any additional occurrences used in that year.
- c. An employee who is absent must call the appropriate Department Head or designee prior to the normal start time to notify department of sick leave.
- d. Employees who use three (3) days or less per year sick leave shall receive a one thousand dollar (\$1,000) bonus by separate check on the third (3rd) pay period in January of each year. Worker's Compensation leave shall not count as use of sick leave for any sick leave use related to worker's compensation.
- e. Unit employees designated for snow removal will not be penalized with respect to the time and attendance incentive for using accruals immediately after working for eight (8) hours or more for snow removal.

H. Sick leave time can be used in one-hour (1) increments.

I. The City agrees to use a standard beneficiary form for all employees.

SECTION 4 – Parental Leave

Parental leave shall be granted in accordance with Federal Guidelines established in the Family and Medical Leave Act of 1993. Employees may be allowed to exhaust all accumulated accruals while on said leave.

SECTION 5 – Leave for Civil Service Examination

An employee shall be eligible for leave with pay while taking a Civil Service Examination during regular working hours, provided that such examination is for employment by the City. This provision shall apply to written, oral, and performance tests, including physical examination. Employees called for an interview for a possible interdepartmental transfer will be allowed time with pay and without charge to leave time.

1. The City shall reimburse employees for in title-specific Civil Service promotional exam fee(s) if/when said employee(s) are required to take a Civil Service exam to achieve permanent status in a direct line promotional position within the City.
2. The City shall compensate employee(s) at their normal hourly rate of pay for the Dutchess County Civil Service scheduled duration for an in title-specific Civil Service promotional exam (Ex. 6-hour exam = 6 hours of pay at straight time).
3. Employees shall be responsible for notifying the City of their registration, and date for the in title-specific Civil Service promotional exam.
4. Employees must take and pass the respective in title-specific Civil Service promotional exam in order to be compensated for the exam's scheduled duration, and applicable exam fee(s).
5. If an employee registers for a Civil Service promotional exam that is not for their current position, that of a direct promotional line, or to fill a current City vacancy, the City may decline to reimburse the employee for their time and/or exam fee(s).

SECTION 6 – Volunteer Fire/Rescue Duty Leave

Paid Leave will be without charge to accumulated time for any City of Beacon Volunteer Firefighter who are employees of the City of Beacon who must leave their jobs or who are tardy because of the following criteria:

- a. Reported or confirmed structure fire in the City of Beacon.
- b. At the request of the City of Beacon Firefighter Officer in Charge or the Fire Chief.
- c. Requests for mutual aid to the scene of an emergency.

SECTION 7 – Military Leave

Pay for military leave shall be provided as required by law.

SECTION 8 – Jury Duty Leave

Employees called for jury duty shall receive their regular rate of pay less any payment received.

SECTION 9 – Leave Without Pay

With the consent of the City Administrator, a Department Head may authorize a leave of absence, without pay, for a specified period of time not to exceed one (1) year. All such leave will be granted in accordance with the Dutchess County Civil Service Rules and may, with the concurrence of the employee, be terminated prior to its expiration. In order to be eligible for such leave, the employee must provide their reason for such leave request to the City Administrator. It is understood that the reason given will be kept confidential.

SECTION 10 - Termination

If employment is terminated for cause, the employee will not receive payment for any accrued sick, vacation, or personal leave.

SECTION 11 – Earned Time Owed (ETO)

If approved by the City Administrator pursuant to Section 3, subsection A.1 employees may accrue no more than forty (40) hours of ETO. All ETO accrued as of November 30th of any year must be used or will be paid out by December 31st of that year, ETO accrued during December may be carried over into the next year. Scheduling of accrued ETO will be in the same manner as provided for vacation

SECTION 12 – City Hall Closure

If the City Administrator decides to close City Hall due to inclement weather, employees who are scheduled to work but not required to report to work due to the closure will not suffer any loss of pay or leave accruals.

ARTICLE VIII – INSURANCE AND RETIREMENT

SECTION 1 – Insurance and Retirement

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 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.

SECTION 2 – Health Insurance

For all employees hired prior to January 1, 1989 the City shall pay one hundred percent (100%) of the cost of the premium for individual or family coverage for employees and for retired employees. The insurance plans available are the Anthem Blue Cross/Blue Shield Deluxe PPO and Anthem High Deduction PPO. However, the employee or employees who retire after ratification of the contract (February 2013) will be responsible for the cost difference between the Anthem Blue Cross/Blue Shield High Deductible PPO, or available insurance plan and the NYSHIP Plan. Health Insurance plans and coverage explanations shall be provided in Appendix C.

For all employees hired on or after January 1, 1989 in retirement the City will pay the full cost of only individual coverage under the above plans. Said retiree shall have the option of retaining dependent coverage provided they pay the difference between the cost of individual and family premiums.

All employees hired on or after January 1, 1993 shall pay twenty percent (20%) of the family or individual health plan premium.

An employee may receive an annual buy-out of two thousand five hundred dollars (\$2,500) for opting out of the City health insurance plan, after providing to the City and Union that said employee has other coverage. Buy-out payments shall occur two (2) times per year; one half (1/2) to be paid in the last pay period of June and one half to be paid in the last pay period of December of the year in which the employee did not receive health insurance. Once an employee elects not to receive City health insurance, such election must be for the full calendar year, unless the employee is no longer covered by health insurance from another source. In such case, the employee shall receive a pro-rated buyout.

SECTION 3 – Disability Insurance

The City shall provide New York State Disability benefits at no cost to its employees.

SECTION 4 – Workers' Compensation

- A. Workers' Compensation benefits paid retroactive for claims of those affected. If the employee elects to take sick time, the City will be reimbursed for Workers' Compensation benefits paid.
- B. Employees who are out of work due to a work-related illness or injury, are expected to be reachable by phone or other form of communication (email or text) during their normal working hours.

Further, should an employee leave home for an extended period of time (greater than two (2) normal scheduled days off), the employee shall notify their respective Department Head.

The above is not intended, nor shall it be considered, a daily reporting requirement for employees.

SECTION 5 - Retirement

The City shall participate in the New York State Employees Retirement System and shall provide the retirement and death benefit(s) for all tiers in accordance with the Retirement System and State Law.

SECTION 6 – Dental Plan

The City agrees to contribute \$151.76 for individual coverage and \$261.77 for family coverage per year, pursuant to the dental plan as mutually agreed to.

Dental and optical amendment options shall be open for discussion when mutually agreed upon by the City and the Union.

The City shall create a subcommittee with at least one CSEA Union member and one CSEA staff representative to review current health and dental package offered by the City.

SECTION 7 – Vision Plan

The City shall provide a vision plan to all employees. Such plan shall be comparable to the currently offered through Anthem Blue View Vision Plan.

ARTICLE IX – EMPLOYEE STATUS AND RIGHTS

SECTION 1 - Seniority

Employee seniority shall commence on the actual start date with the City, and not the date of resolution for appointment by the City Council for all non-competitive class, labor class, or competitive class employees.

A. Promotions:

1. Competitive class employees shall be governed by New York State Civil Service Law.
2. Non-competitive and labor class employees shall be governed by in-title seniority and promotions shall be made on this basis as long as ability, skill and competence are relatively equal among employees eligible for promotion.

B. Shift Assignments: Shall be made on the basis of in-title seniority within the department.

C. Overtime (Scheduled and Unscheduled): Shall be made on the basis of in-title seniority within department, equitably distributed on a rotational basis. If an employee is scheduled to work overtime in advance and does not come in to work the overtime, the City shall have the right to cover that particular time period by bringing in a part-time employee or other employee within the bargaining unit who is qualified to perform the duties needed. However, if the scheduled employee gives at least 48 hours' notice that they cannot work the scheduled overtime, the holdover overtime shall not be distributed on a rotational basis. Such overtime and seniority rotation list shall be posted and visible for employees in each department.

D. Layoff and Recall: Shall be accomplished by use of the appropriate provisions of NYS Civil Service Law.

E. Job Openings: All job vacancy announcements shall be sent to the Unit President for posting. Assuming the applying employee is qualified, City employees shall be given first preference.

SECTION 2 - Tenure

Full-time employees in the non-competitive and labor class shall, upon the completion of twelve (12) months of service be accorded the same rights that competitive class employees received under the provisions of SECTION 75 of the Civil Service Law, as it relates to removal or suspension.

SECTION 3 - Job Security

The City will not abolish any position of employees in the Unit during the duration of this Agreement. The City will not hire part-time help if the result is loss of overtime for members unless an agreement is made between the City Administrator and the Union. Subject to public interest, the City will not contract work out if it results in loss of jobs or overtime for members of the bargaining unit.

SECTION 4 – Non-Discrimination

The City shall so administer its obligation under this Agreement in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of protected status or union activity as specified by State and Federal law.

SECTION 5 – Personnel Files

No complaint or report (other than normal classification and assignment status, payroll and attendance records) adverse to an employee will be retained in the employee's personnel file, unless the employee has had an opportunity to read same and to provide a response to be filed therewith. Except for pre-employment material deemed confidential, an employee may be permitted to items therein at personal expense.

SECTION 6 – Job Descriptions

The City shall furnish each employee with a Dutchess County Human Resources Job Description applicable to the employee's job title. All new employees shall receive a copy of such description upon being hired. In the event that any job description is changed, each employee so affected will receive a copy of the modified job description, subject to the right of appeal to such change.

SECTION 7 - Grievance Procedure

The grievance procedure for employees of the Unit is annexed as Appendix "A".

SECTION 8 – The Discipline Grievance

The discipline grievance procedure for employees of the Unit as an option to SECTION 75 proceeding is annexed as Appendix "AA". This shall apply to all employees with at least six (6) months' service.

ARTICLE X – UNION STATUS AND RIGHTS

SECTION 1 – Representation Rights

The City recognizes the right of the employees to designate representatives of the Civil Service Employees Association, Inc., to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement, and to visit employees during working hours. Such employee representatives shall also be permitted to appear at public hearings before the legislative body, upon the request of the employee, and to visit the City's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement.

SECTION 2 – Grievance Time Rights

Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this Agreement shall be permitted a reasonable amount of time, free from their regular duties, to fulfill these obligations, which have as their purpose, the maintenance of harmonious and cooperative relations between the City and the employee and the uninterrupted operation of government.

SECTION 3 – Working Conditions

The City shall notify the Union and affected employees at least five (5) working days in advance of any change in working methods or working conditions, except where such change is required because of an emergency or major disaster over which the City has no control.

When the City is called upon to salt or sand during a storm, the Superintendent of Streets or their designee will determine the number of trucks with drivers needed. The Superintendent of Streets or their designee will also have one person at the DPW Garage in case anyone is injured. This person can be the Superintendent of Streets or an employee designated by them. In the case of isolated sand calls, not during a storm, the Superintendent of Streets or their designee shall use their own discretion on this matter.

Overtime rates of time and one-half (1 ½) will be paid for a maximum of four (4) hours for each day up to five (5) days for those employees not provided five (5) days' notice of change.

SECTION 4 – Bulletin Boards

The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the City, subject to the approval of the contents of such notices and communications by the City Administrator or a designee.

SECTION 5 – Union Meetings

There shall be granted Unit wide, an aggregated total of twenty (20) days of Union leave to attend Union conferences, functions, and workshops. Such leaves shall not be chargeable to other paid leave due employees.

SECTION 6 – Labor/Management Committee

There shall be established a Labor/Management Committee consisting of the City Administrator, Finance, and Human Resources or their designee representing management, and the Unit President, one other officer and a third Union member selected by the Unit Union representing the Union. It shall be the duty of this committee to work with its constituents toward successful implementation of this Agreement. The committee shall meet when called by the City Administrator or Unit President.

SECTION 7 - On Call Duty

On call duty will be assigned consistent with past practice. If an employee who is on call duty fails to respond to any call for any reason, that employee forfeits the on call pay for the week. Such forfeiture will not be made arbitrarily by the City.

Compensation for the assignment shall be two hundred dollars (\$200.00) per week. The on-call duty assignment week begins on Friday and ends the following Thursday. It is understood that this assignment is a continuous responsibility. An employee who is on call and is called in, will not be entitled to a minimum of four (4) hours call back pay.

Each hour worked by an employee who is assigned call-duty will be paid at the employee's regular rate for each hour worked unless Federal and/or New York State labor laws otherwise require." The two hundred dollar (\$200) "on-call" compensation shall be in addition to the appropriate overtime hourly rate paid to the employee for hours worked.

ARTICLE XI – UNION OBLIGATION

The Union agrees to do its utmost to see that its members perform their respective duties loyally, efficiently and continuously under the terms of the Agreement. The Union and its members will use their best endeavors to protect the interests of the City, to conserve the property, protect the public and to give service of the highest quality.

Employee Assistance Program

There shall be established an Employee Assistance Program. The City agrees to provide each department a place and a time during the work day for the Union and its paid staff to discuss the Employee Assistance Program. The Union agrees to make at least one presentation to all members and keep any request for assistance strictly confidential.

ARTICLE XII – CITY STATUS AND RIGHTS

SECTION 1 – Management Rights

It is accepted that the City possesses the sole rights of managerial control of the City, its departments, its resources and facilities. These rights, except where they may be contradicted specifically by this Agreement, shall include, without limitation, the selection and operational direction of its work resources; the right to hire, suspend or discharge for just cause; the right to make and establish rules which shall be reasonable and not inconsistent with this Agreement; the right to determine the work assignment to be performed, the manner of performance and extent of supervision over all; and the right to implement, by reasonable means or rules, the duties, responsibilities or other responses which should be accorded inter-departmentally, as well as the body public. The City Administrator has the right to assign an otherwise qualified employee to, on a temporary basis, perform work in any City department.

SECTION 2 – Staffing Reductions

While it is not the intention of the City to cause reductions in the workforce of members of this Unit during the term of this Agreement, nothing contained in the Agreement shall abridge the right of the City of Beacon or prevent the City from making such reductions in the staffing of the CSEA Unit of the City, in accordance with the Civil Service Law, as the City shall deem it necessary for its economic survival and for the economic necessity of the City, and the City shall be the sole party making such determination.

SECTION 3 – Time Clock Rules

No employee will be permitted to punch timecard for any other employee "in or "out".

Anyone punching in:

8-15 minutes late will be "docked" - 15 minutes

16-30 minutes late will be "docked" - 30 minutes

31-45 minutes late will be "docked" - 45 minutes

46-60 minutes late will be "docked" – 1 hour

When time changes, time clock will be corrected by the Department Head.

Punching out early will not be allowed. Any employee punching out early will be docked same as above. This includes lunch and quitting time.

ARTICLE XIII – CONFORMITY WITH LAW AND PRACTICE

SECTION 1 – Separability

If the enactment of legislation or a determination by a court of final jurisdiction (whether in a proceeding between the parties of one based on a similar state of facts) renders any portion of this Agreement invalid or unenforceable, it shall not affect the validity of the rest of this Agreement, which shall remain in full force according to the terms, and in the manner, and with the same effect as if such invalid portion had not been originally included therein.

SECTION 2 – Past Practice

Any rights, privileges or benefits already accorded the employees of the City shall not be rescinded.

Additionally, in the event a question or grievance should arise in regards to any article or any part of an article of this contract, both parties agree that after forty-five (45) days the prevailing practice shall continue until such time as the question shall be settled at any stage of the Grievance Procedure or by decision of the arbitrator, whichever shall come first.

SECTION 3 - Statutory Rights

The parties agree that all rights of the City, as set forth in the Charter of the City of Beacon and the laws of the State of New York as to managerial authority over employees, shall remain in full force and effect, notwithstanding the provisions of this Agreement and that all rights of the City pursuant to the above, and all rights of the employees pursuant to the Civil Service Law and other applicable laws, are reserved to each of the parties.

SECTION 4 – Mandated Provisions of Law

- A. Affirmation of No Strike: The Union affirms that it does not assert the right to strike against the City, to assist or participate in any such strike or to impose an obligation upon its members to conduct, assist or participate in such a strike.
- B. Legislative Approval: Notice, as provided by SECTION 204-A of the Civil Service Law, as amended.

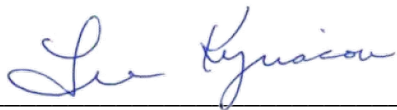
"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE XIV – TERM OF AGREEMENT

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

The parties agree to commence negotiations for the successor agreement no later than August 1, 2027.

CITY OF BEACON



Lee Kyriacou
Mayor



Christopher White
City Administrator

CITY OF BEACON UNIT 66620,
CSEA, Inc.



Scott McHugh
Unit President



Jordan Rider
Labor Relations Specialist

10/02/2025

Dated

APPENDIX A: GRIEVANCE PROCEDURE

SECTION 1 – Definition: A "grievance" shall be any claimed, violations, misinterpretations or inequitable application of a specific provision of this Agreement. Any grievance involving terms and conditions of employment shall be processed according to the following procedure:

Stage 1: Grievance shall be presented in writing to the employee's immediate supervisor, who shall render a written decision within five (5) working days.

Stage 2: In the event that no answer is received, or the grievance is not satisfactorily resolved, the grievance shall be presented to the department head, who shall render a decision to the employee within five (5) working days.

Stage 3: In the event that the employee receives no written response or the dispute is not resolved, the grievance shall be presented to the City Council or a designee, who shall render a written decision within five (5) working days.

Stage 4: In the event that no written response is received or the grievance is not satisfactorily resolved, the Union shall within four (4) months request from a mutually agreed upon arbitrator panel a list of five (5) names to be sent to both parties. Both parties agree to use AAA until the panel is in place. The selected arbitrator shall hold a hearing and render their decision within one (1) month. The arbitrator's decision shall be final and binding to both parties. The list shall include the following names:

- Jay Siegel
- Jeff Selchick
- Peter Corn
- Joel Douglas
- Dennis Campagna
- Arbitrator selected by mutual agreement of the parties

SECTION 2 – Union representatives, no more than two (2) of whom shall be employees, shall be allowed to accompany and represent employees at all stages of the above procedure.

SECTION 3 – The above procedure must be initiated by the employee and/or the Union within thirty (30) days, exclusive of the day on which the facts occasioning the grievance shall have occurred. Such failure to initiate, shall constitute a waiver of rights exercisable under this grievance procedure, as well as an abatement of this particular grievance.

APPENDIX AA DISCIPLINARY PROCEDURE

Discipline Grievance Procedure as an option to SECTION 75 proceedings.

SECTION 1 – The disciplinary procedure for incompetency or misconduct prescribed in this Appendix shall be available to all employees herein described as an alternative to the procedure prescribed in SECTION 75 and/or 76 of the Civil Service Law.

- A. Said employees shall include and be limited to those currently subject to SECTION 75 and/or 76 of the Civil Service Law, and in addition shall include those non-competitive and labor class employees as described in Article IX, SECTION 2 of this contract.
- B. An employee shall have the right to choose either but not both alternative procedures to grieve each such disciplinary action.

SECTION 2 - In the event a department head or the designee sees fit to impose a written reprimand, suspension without pay, a fine, reduction in grade or dismissal from service, notice of such disciplinary decision shall be made in writing and served on the employee. Such disciplinary measure shall be imposed only for incompetence or misconduct. The specific act(s) alleged that warrant disciplinary action and the proposed sanction(s) shall be specified in the notice of discipline.

- A. The Union shall be advised by certified mail that said notice of discipline has been served on an employee.
- B. Said notice of discipline shall be accompanied by a written statement that:
 - (1) An employee served with a notice of discipline has the right to object by filing a grievance within eight (8) working days or by exercising their rights under SECTION 75 and/or 76 of the Civil Service Law.
 - (2) In the event said employee does object then the employee must file written notice of the employee's choice of procedure, subject to provisions of SECTION 1 hereof, with the City and the Union no later than the eighth (8th) day after receiving such notice of discipline.
 - (3) This disciplinary grievance procedure provides for a hearing by an independent arbitrator at its final stage.
 - (4) The employee has the right to be represented by the Union, an attorney, or other

representative at every stage of the proceeding.

- C. An employee who has been served with a notice of discipline may be suspended without pay for a period not to exceed thirty (30) days.

SECTION 3 – An employee may grieve a notice of discipline at Stage 3 of the Grievance Procedure prescribed in Appendix A hereof, by requesting a meeting with the City Council or its designee as prescribed therein, no later than eight (8) days after receiving said notice of discipline. Said meeting, at which such employee or employee representative shall respond to said notice of discipline, shall be held no later than five (5) days after receipt of said request by the City Council or its designee. The City Council or its designee shall render a decision no later than five (5) working days after such meeting.

SECTION 4 – An employee may appeal from the decision of City Council or its designee to independent arbitration by filing a notice with the Mayor, or their designee no later than ten (10) days after receipt of the Stage 3 decision.

SECTION 5 – The independent arbitrator shall hold a hearing no later than ten (10) working days after selection at which hearing such employee may be represented by counsel and may present witnesses on their behalf. Said arbitrator shall render a decision no later than five (5) days after said arbitrator shall declare hearing(s) closed, or within five (5) days after receipt of a transcript if either party requests a transcript.

SECTION 6 – The arbitrator shall confine themselves to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to them nor shall they submit observations or declarations of opinion which are not essential in reaching the determination.

The arbitrator's decision with respect to guilt or innocence and penalty shall be final and binding or innocence and penalty shall be final and binding on the parties and they may approve, disapprove or take any other appropriate action warranted under the circumstances including, but not limited to, ordering reinstatements and back pay for all or part of a period of suspension.

SECTION 7 – A grievance may be settled at any stage of the disciplinary grievance procedure. The terms of the settlement shall be agreed to in writing. The City shall notify the Union of any such settlement no later than twenty-four (24) hours after executing of a written agreement of settlement.

SECTION 8 – The City and the Union shall agree upon an impartial third party who shall arbitrate all disciplinary grievances. Said third party shall be designated Impartial Chairman

and shall serve for the duration of the Agreement, except that they shall cease to serve forthwith upon receipt of written notification from either party. In such event the parties shall agree upon a replacement Impartial Chairman who shall begin to serve forthwith. In the event that the parties cannot agree upon an impartial third party, said parties shall request the PERB to submit a list of qualified arbitrators from which the parties shall select the arbitrator.

SECTION 9 – All fees and expenses of the arbitrator, if any, shall be divided equally between the City and the Union or the employee, if they are not represented by the Union. Each party shall bear the costs of preparing and presenting its own case.

SECTION 10 – The proceedings at a disciplinary arbitration hearing shall be recorded, and either party wishing written transcript may provide for one at its own expense.

APPENDIX B

SUBSTANCE AND ALCOHOL ABUSE POLICY AND TESTING PROCEDURE

INTRODUCTION

It is the policy of the City of Beacon, New York to eliminate the use of alcohol and drugs in the workplace and to provide rehabilitation and treatment services to those employees who recognize and seek assistance with problems related to the use of drugs and alcohol. Absenteeism, disciplinary problems, high utilization of health insurance and accidents has shown to be adversely affected by substance abuse. It is the purpose of this procedure to eliminate the use of alcohol and drugs in the workplace with the goal of creating a safer, healthier and more efficient workplace while providing support and assistance to employees who affirmatively act to treat problems with alcohol and/or drugs. A violation of this procedure may result in disciplinary action and/or criminal charges **against** the employee.

PRE-EMPLOYMENT SCREENING

The City reserves the right to test all prospective employees for alcohol and/or drugs in all pre-employment physical examinations. The City expressly reserves the right to use the test results in its new hire employment decision.

USE OR POSSESSION

The sale, distribution or unauthorized use or possession of alcohol or drugs or the paraphernalia associated with these substances is expressly prohibited

Reporting for work under the influence of alcohol and/or drugs provides grounds for disciplinary action.

It is recognized that the use of prescription drugs may affect the ability of an employee to work safely. However, such use is not to be covered by this procedure.

EMPLOYEE SCREENING

Except as provided hereafter, all employees who are on duty will be required to submit to alcohol and/or drug tests immediately following:

- An incident involving a City-owned vehicle driven by an employee where injury to an employee or citizen occurs and requires immediate hospital attention; or

- An employee will be required to submit to testing whenever there is a reasonable basis to believe they are improperly using or "under the influence" of drugs and alcohol. As a safeguard for the suspected employee, two (2) supervisory employees must witness the behavior and concur that a reasonable basis exists to believe that the employee is under the influence of alcohol or drugs. They must each reduce to writing the factual basis for their "reasonable basis to believe" and the events leading up to their decision to require a test.

Section 1 – Alcohol/Drug Testing

- 1.1 Upon reasonable suspicion to believe an employee is under the influence of alcohol or drugs, the City may require such employee to submit to an alcohol test as set forth in paragraph 2.1 below. A positive test for alcohol is any result above 0.05%. The test shall not be administered until thirty (30) minutes after notification to submit as set forth in paragraph 2.1 below. Reasonable cause to believe an employee is under the influence of alcohol or drugs exists when objective facts and observations are brought to the attention of the department head/supervisor, as hereinafter defined, and based upon the reliability and weight of such information, they may reasonably infer or suspect that the employee is under the influence of alcohol or drugs. Reasonable cause must be supported by specific articulable facts and a written report of the findings and facts provided to the employee.

Only the driver is subject to testing. "Under the influence" shall be defined as those words used and defined in the Vehicle and Traffic Law of the State of New York and the court cases interpreting the definition of those words and that law.

Section 2 – Testing Procedures

2.1 Tests for Alcohol

- 2.1.1 In the event the employee is **ordered** to submit to a test for the presence of alcohol, the employee shall submit to a breathalyzer test to be administered by "The Work Place". In the event the breathalyzer tests positive for the presence of alcohol, a second breathalyzer test will be given as a confirmatory test.
- 2.1.2 An employee shall be paid for all time pertaining to an alcohol test including a breath sample and travel time to and from the test site. Such time shall be considered as time worked for the purpose of computing overtime and employee benefits.

2.2 Tests for Prohibited Drugs

- 2.2.1** The sample shall be collected at "The Work Place". The sample collection process shall be confidential and shall be performed in accordance with standards promulgated by the NIDA. During the course of the collection process, the employee shall cooperate with requests for information concerning use of medications and acknowledgement of giving the specimen.
- 2.2.2** The employee shall provide a urine sample for purposes of testing for drugs or controlled substances other than alcohol. The employee shall provide a sufficient amount of the sample to allow for an initial screening, a confirmatory test, and for later testing if requested by the City. In the event an insufficient sample is provided, the employee's ability to have a second test performed may be adversely impacted.
- 2.2.3** There shall be no direct observation of the giving of a urine sample unless there is reason to believe that the sample may be tampered with, in which event director observation shall be made by a person of the same gender as the employee giving the sample.
- 2.2.4** In the case of urine samples, the sample given shall be immediately divided into two aliquots. The sample shall be marked and sealed in the presence of the donor as to insure the chain of custody of the samples. Thereafter, one sample shall be transported to the testing laboratory in a manner, which, shall insure the integrity and chain of custody of the sample. The other sample shall be maintained at the designated agent's office or facility, in a manner which shall insure the integrity and chain of custody of the sample.
- a) The sample shall be delivered to a laboratory selected by "The Work Place" or which shall be duly licensed or certified for drug testing purposes by State or Federal agencies having authority to generally license or certify drug testing facilities. One sample shall be used for purposes of testing by the laboratory and the second sample shall be maintained by "The Work Place" in accordance with recognized procedures for purposes hereafter described.
 - b) The designated laboratory shall initially perform the enzyme multiplied immunoassay test (EMIT) on the sample for the presence of drugs or controlled substances. A sample which tests positive shall be retested by the laboratory using the gas chromatography mass spectroscopy test (GCMS). A test shall be deemed positive for the presence of drugs and/or alcohol in accordance with the below listed levels in paragraphs "l", "m" and "n" of Section 4C Drug Testing.

* The Parties may negotiate other standards to be used for determining the presence of intoxicating substances. In addition, the parties may discuss and agree on, subsequent to the date of execution of this agreement, *the use of tests scientifically equivalent to the one stated in this agreement.*

- c) In the event the confirmatory GC-MS test result is negative, then the sample shall be deemed negative for the presence of intoxicating substances and a report shall be made to the City Administrator and to the employee on the test results and all paper work on this matter shall be expunged from the files. The confirmatory GC-MS test from the laboratory shall provide copies of all test results to the City Administrator, the employee and to the employee's representative.
- d) "The Work Place's" or designated laboratory shall report to Human Resources and to the employee the test results for the presence of alcohol from breathalyzer test. A negative reading for the presence of alcohol shall be reported for a breathalyzer test of 0.05% or less, and a report shall be made to the city Administrator and to the employee and all paper work on this matter shall be expunged from the files.
- e) "The Work Place's" or designated laboratory shall report to Human Resources and to the employee on the test results for the presence of the following controlled substances. A negative reading shall be reported for the positive reading in regards of a controlled substance if said reading is less than any of the following listed below, and a report shall be made to Human Resources and to the employee and all paperwork on this matter shall be expunged from the files.

Marijuana	100 ng/ml	Delta-WE	200 ng/ml GC-MS
Cocaine	600 ng/ml	Metabolite	1000 ng/ml GC-MS
Amphetamines	600 ng/ml	Amphetamines	1000 ng/ml GC-MS
Phencyclidine	50 ng/ml	PCP	200 ng/ml GC-MS
Opiates	200 ng/ml	Morphine	1000ng/ml GC-MS

- f) No disciplinary action can be taken against an employee for a positive reading caused by the prescribed use of a controlled substance.

2.2.5 An employee shall be paid for all time pertaining to a drug test including providing a urine sample and travel time to and from the collection site in the event the test is negative. Such time shall be considered as time worked for the purpose of calculating overtime and employee benefits. If an employee tests

positive for prohibited drugs following a reasonable suspicion test, the City shall not be obligated to pay the employee beyond the regular hours of work.

Section 3 – Random Drug Testing

- 3.1 Random Drug Tests:** The City shall not administrator random drug testing to more than 33.3% of the employees annually covered by the collective bargaining agreement.
- 3.2 Union Observation:** During the random tests, the Union shall be afforded an opportunity to be present to observe the testing, subject to the consent of the individual to be tested. Reasonable efforts shall be made to contact the Union representative of the employee being tested and to give such representative the opportunity to accompany an employee throughout the testing process if requested by the employee. The Union representative shall have thirty (30) minutes to respond to the testing location from the time contacted, at which time the testing shall begin. The Union representative shall be paid time traveling to and from the testing site and for all the time spent at the testing site, if not already working.
- 3.3 Selection of Employees:** The City shall select employees for testing only through a computer-based random number generator utilizing an appropriate employee identification number. Upon request, the City shall provide the Union with a list of all employees tested, as well as computer-generated list, so the Union can verify the randomness.
- 3.4 Limitations:** No employee shall be subject to random drug testing more than two (2) times in any twelve (12) month period.

Section 4 – Reasonable Suspicion Testing

- 4.1 Determination of Reasonable Suspicion:** The person designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing (hereinafter referred to as the "designated supervisor") shall be the department head/supervisor.
- 4.2 Removal Based on Behavior or Appearance Alone:** Whenever no approved testing devices are available and an employee is removed from the employee's safety-sensitive function based on behavior and/or appearance alone, the employee shall be assigned to duties within the employee's job description which do not require the performance of safety-sensitive functions, or the employee shall be sent home without loss of pay or leave credits. Two (2) trained supervisory employees must witness the behavior and concur that reasonable **basis** exists that the employee is "under the influence" before

removing the employee pursuant to this section.

4.3 Documentation of Reasonable Suspicion: Whenever the designated supervisor finds the available facts objectively indicate that reasonable suspicion exists that a test of the employee would yield a positive result for the misuse of alcohol or prohibited drugs, and as soon as practicable after an order to test is given, without causing an undo delay in the testing process, the City shall document the facts contributing to and forming the basis for the reasonable suspicion. These facts shall include, but not be limited to:

- (1) a description of the employee's appearance, behavior and speech;
- (2) names of witnesses to the employee's appearance, behavior and speech, where applicable;
- (3) if the employee's appearance, behavior or speech is not the basis for testing, the facts used to support a determination of reasonable suspicion and the source of the information.

A written memorandum setting forth the basis of the reasonable suspicion shall be provided to the affected employee within twenty-four (24) hours of the test decision. Both trained supervisory employees who make their observation shall reduce their observations to writing.

4.4 Initial Training of Supervisors: Supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing shall receive two (2) hours of formal training on the physical, behavioral, speech and performance indicators of probable misuse of alcohol or use of prohibited drugs. Such training must be completed before the supervisor can require an employee to undergo a test.

4.5 Follow-up Training of Supervisors: Supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing shall attend a refresher course each year the physical, behavioral, speech and performance indicators of probable misuse of alcohol or use of prohibited drugs. Such training must be completed before the supervisor can require an employee to undergo a test.

4.6 Right to Representation: During reasonable suspicion testing, the Union shall be afforded an opportunity to be present to observe the testing, subject to the consent of the individual to be tested. Reasonable efforts shall be made to contact the Union representatives of the employee being tested and to give such representative the opportunity to accompany an employee throughout the testing process if requested by the employee. The Union representative shall have thirty (30) minutes to respond to the

testing location from the time contacted, at which time the testing shall begin. The Union representative shall be paid for all travel time to and from the testing site and all time spent at the testing site, if not already working.

- 4.7 Statement of Charges and Facts:** When a decision is made to test, and to the extent practicable without unduly delaying the testing process, the employee shall be given a verbal explanation of the charges and the factual basis for the reasonable suspicion which shall include a description of the conduct leading to the formation of a reasonable suspicion on the date and at the time of the observation and the sources of information. A written memorandum setting forth the basis of the reasonable suspicion shall be provided to the affected employee within twenty-four (24) hours of the test decision. If the employee has requested the opportunity to consult with a Union representative, this explanation shall be made in the presence of Union representative. If this cannot be done prior to the test, then it shall be done as soon as practicable thereafter.

Section 5 – Consequences of Positive Test

- 5.1 Due Process Rights:** An employee who has tested positive for misuse or controlled drug use and, consequently, is prohibited from performing safety sensitive functions, shall be given a verbal explanation of the charges and the factual basis for the removal from performing safety sensitive functions prior to being removed from the safety sensitive function. In the event the City determines that disciplinary action is warranted, it reserves the right to remove that employee pursuant to Section 75 of the Civil Service Law, if available, to the employee. The City shall provide the affected employee with a Notice of Discipline within fifteen (15) calendar days after removal.
- 5.2 Reassignment to Non-Safety Sensitive Job Duties:** If an employee seeks evaluation and treatment pursuant to Section 6 of this procedure, the City shall make every reasonable effort to assign the employee to duties within the employee's job description excluding safety sensitive functions until the employee has been recommended by the substance abuse professional for return to full duty provided that said assignment is not inconsistent with the goals and functions of the department.
- 5.3 Reassignment to Another Non-Safety Sensitive Position:** If the City is not able to assign an employee to duties within the employee's job description pursuant to Section 5.2 above, the City shall make every reasonable effort to assign the employee to another position which does not require the performance of safety sensitive functions until the employee has been recommended by the substance abuse professional for return to full duty in the employee's normal position provided that said assignment is not inconsistent with the goals and functions of the department to which he has been assigned.

- 5.4 Leave Pending Disciplinary Action:** If the City is not able to assign the employee to another position which does not involve safety sensitive functions pursuant to Section 5.3 above, the employee shall be entitled to utilize available leave time unless the employee takes a leave of absence in accordance with Section 6.6 below.
- 5.5 Other Alcohol Related Conduct:** Whenever an employee is found to have an alcohol concentration above 0.05%, the employee shall be relieved of their work assignment for that day. The relieved employee shall have the option to credit that day to any leave time to which they are entitled.

Section 6 - Referral, Evaluation and Treatment

- 6.1** The City will assist employees who have a drug or alcohol dependency problem to recover from such addictions, provided the employees seek and accept assistance. This will be kept confidential and is unrelated to the drug and alcohol testing process. The City will provide assistance, referral and advise employee with respect to drug and alcohol abuse when requested. It is important to emphasize that employees with alcohol and/or drug problems who wish to avail themselves of rehabilitative services after informing the City, or seeking other means of rehabilitation, should pursue help before they are required to undergo either random or reasonable suspicion testing, at which point they will be removed from all safety-sensitive positions until all rehabilitation requirements are met. The safety of the City's employees is the first and foremost concern.
- 6.2** Prior to being notified that they will be tested for drugs or alcohol, an employee may notify the department head or Administrator that they are abusing or misusing drugs or alcohol. An employee who has admitted to such conduct shall be permitted to enter a rehabilitation program for treatment. The time required to be absent from work for such rehabilitation shall be treated as any other illness pursuant to the contract and existing terms and conditions of employment between the City and Union. An employee who admits to such conduct and enters and, successfully completes a rehabilitation program shall not be subject to discipline.
- 6.3 Designation of Substance Abuse Professional:** The substance abuse professional shall be either a licensed physician or a licensed or certified psychologist, social worker or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission with clinical experience in the diagnosis and treatment of alcohol and prohibited drug related disorders.
- 6.4 Rehabilitation Program:** The City shall make available to employees, a rehabilitation

program through the contractual health insurance provider.

- 6.5 Upon request, an employee shall be provided copies of any reports, results, etc., which are provided to the City by the Substance Abuse Professional (SAP) or rehabilitation program.
- 6.6 Rehabilitation/Leave of Absence: An employee may use all accumulated sick leave credits, vacation leave credits, holidays and other such accrued leave time up to the limits set forth in the Collective Bargaining Agreement or other applicable laws, rules or regulations, including any discretionary leave rights prior to requesting a leave of absence. An employee may request a leave of absence without utilizing the said leave credits noted herein above. A leave of absence without pay will be allowed for treatment on an in-patient or out-patient basis. Nothing herein shall be construed to diminish any rights which may apply under the Americans with Disabilities Act, the Family Medical Leave Act or other relevant laws.
- 6.7 The City will use its best efforts to schedule employees participating in a rehabilitation program to minimize conflicts with the requirements of the rehabilitation program.
- 6.8 Return to Work: Reinstatement of the employee's position or an equivalent position after completion of a rehabilitation program shall occur upon certification from the program that the employee has satisfactorily participated in the program and the program recommends return to regular duty assignment. The final decision as to whether to permit an employee to return to full duties in the employee's position or an equivalent position shall be made after consultation with the SAP.
- 6.9 Follow-up Testing Frequency: The number of frequencies of follow-up tests shall be as directed by the SAP and consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty involving a safety sensitive function.

The City shall not impose follow-up testing beyond the first six (6) tests unless the SAP determines that such further testing is necessary for that particular employee. The total period of follow-up testing shall not in any event exceed sixty (60) months from the date of the employee's return to duty.

The cost of follow-up testing shall be as follows:

- 1) First offense alcohol – City will pay for follow-up testing
- 2) Second offense alcohol -Employee shall pay for all follow-up testing

- 3) Should an employee test positive for illegal drugs then the employee shall be responsible for the cost of all follow-up testing.
- 4) Should an employee not be able to pay the cost of the follow-up testing, the City shall pay for the test and make arrangements to either deduct the cost of testing from the employees' time accruals or arrange a payment plan with the employee through a payroll deduction, whichever the employee prefers.

Section 7 – Disciplinary Procedure

- 7.1 If, as a result of a positive test, the City believes that disciplinary action is required, then discipline may be sought. Time in service and prior offenses, or lack thereof, and the Rules of Conduct shall be considered in determining appropriate penalties to be sought together with any other relevant factors.
- 7.2 If the City, as a result of a positive test takes any formal disciplinary action, it shall be processed through the procedures for disciplinary action set forth in the Collective Bargaining Agreement.

- | | | |
|----------------|---|--|
| First Offense | – | Referral to EAP |
| Second Offense | - | Referral to EAP and suspension up to 30 days |
| Third Offense | - | Termination |

Section 8 – Medical Review Officer

- 8.1 The Medical Review Officer (MRO) is a physician knowledgeable in the medical use of prescription drugs, the pharmacology and toxicology of illicit drugs. The MRO's primary responsibility is to review and interpret positive test results. In fulfilling these responsibilities, the MRO is to be guided by the U.S. Department of Health and Human Services (DHHS) Mandatory Guidelines. The City and the affected employees shall agree on the appointment of an MRO. The employee's consent to the appointment shall not be unreasonably withheld.
- 8.2 If any question arises as to the accuracy or validity of a positive test result, the MRO should, in collaboration with the laboratory director and consultants, review the laboratory records to determine whether the required procedures were followed. The MRO then makes a determination as to whether the result is scientifically sufficient to take further action. If records from collection sites or laboratories raise doubts about the handling of samples, the MRO may deem the urinary evidence insufficient and no further actions relative to individual employees will be taken.

- 8.3** The MRO must also assess and determine whether alternate medical explanations could account for any positive test result. In reviewing the laboratory results, the MRO shall conduct a medical interview with the employee, review the employee's medical history, and review any other relevant biomedical factors. The MRO shall also review any information provided by an employee attempting to show legitimate use of a drug.
- 8.4** The MRO must ultimately determine whether some reason other than illegal drug use explains a drug-positive urine. If the MRO verifies illegal drug use, the information related to the use of illegal drugs will be disclosed to the City Administrator. Any medical information provided to the MRO that is not specifically related to the drug/alcohol testing shall be treated as confidential and not disclosed. If it is determined with reasonable certainty that there is a legitimate medical or other reason to account for the positive laboratory findings, no information identifying the specific employee will be disclosed and the test results will be reported as negative.

Section 9 – Program Confidentiality

- 9.1** The results of all individual drug and alcohol tests will be kept in a secure location with controlled access.
- 9.2** All individual test results will be considered confidential. The release of an employee's results will only be given in accordance with the individual employee's written authorization, or as is otherwise required by applicable federal or state law or for use in a disciplinary hearing pursuant to this procedure.
- 9.3** It is understood that any medical explanation given by an employee to any person involved in this process is strictly confidential.

Section 10 – Disputes – Grievance Procedure

- 10.1** Any dispute, violation, misapplication or misinterpretation of the Substance and Alcohol Abuse Policy and Testing Procedure shall be subject to and go directly to arbitration of the Grievance Procedure as set forth in the Collective Bargaining Agreement.

APPENDIX C

INSURANCE AND RETIREMENT

Current Retirees

Current retirees not eligible for Medicare will have the option to remain in the NYSHIP Plan, or in the Anthem Blue Cross Blue Shield Deluxe PPO Plan or the Anthem Blue Cross Blue Shield HDHP PPO. 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 Union pursuant to Article VIII, Sections 1 and 2.

If a current retiree not eligible for Medicare chooses the Anthem Blue Cross Blue Shield HDHP PPO, the City of Beacon will fund the first 50% of the in-network deductible (\$1,250 single, \$2,500 family) in the form of a Health Reimbursement Account on the first (1st) day of coverage with the City's full contribution. Each retiree will have an account established per the plan rules and be issued a debit card for themselves to access the funds. Employees can use the debit card to pay for eligible expenses such as medical, dental and vision at the time of service pursuant to IRS Publication 502.

Current Medicare eligible retirees will have the option to choose between the Anthem Blue Cross Blue Shield Deluxe PPO Plan, Anthem Blue Cross Blue Shield HDHP PPO, or NYSHIP plan.

Medicare eligible retirees enrolled in Part B will be reimbursed by the City.

In the event a current retiree becomes Medicare eligible, that participant shall have the choice to be covered under the Anthem Blue Cross Blue Shield Deluxe PPO Plan or the Anthem Blue Cross Blue Shield HDHP PPO, the NYSHIP plan, or any plan offered by the City as an individual. The spouse or eligible dependent shall remain in any non-Medicare plan offered by the City as an individual until that spouse becomes Medicare eligible, at which time they shall have the choice to be enrolled in the Anthem Blue Cross Blue Shield Deluxe PPO Plan, the Anthem Blue Cross Blue Shield HDHP PPO, the NYSHIP plan, or any plan offered by the City. Eligible dependents shall remain in any non-Medicare plan offered by the City until they reach the legal age for removal from dependent coverage.

In the event the benefits of the Anthem Blue Cross Blue Shield Deluxe PPO Plan or the Anthem Blue Cross Blue Shield HDHP PPO, or the NYSHIP plan are changed, the City will provide a Medicare plan with comparable benefits.

Retirees enrolled in the Anthem Blue Cross Blue Shield Deluxe PPO Plan or the Anthem Blue Cross Blue Shield HDHP PPO

The City will agree to pay up to the in-network out-of-pocket maximum per year (currently \$3,400) of the BCBS HDHP PPO towards the deductible for chemotherapy only, provided however, that the amount paid by the City shall be reduced by any deductible already paid by the participant for any other service. Provided the retiree/participant enrolls in the "Anthem Blue Cross Blue Shield Deluxe PPO Plan or the Anthem Blue Cross Blue Shield HDHP PPO" plan, the City shall pay nine hundred dollars (\$900) per year per retiree/participant and will pay up to the in-network out of pocket maximum per year (currently \$3,400) towards the deductible for chemotherapy only, provided however, that the amount paid by the City shall be reduced by any deductible already paid by the participant for any other service.

Retirees who are Medicare eligible

Employees who retire after ratification of this agreement will only be enrolled in the Anthem Blue Cross Blue Shield Deluxe PPO Plan, or the Anthem Blue Cross Blue Shield HDHP PPO, or the current plan offered by the City when they become eligible for Medicare.

Once the retiree/participant enrolls in the Anthem Blue Cross Blue Shield Deluxe PPO Plan or the Anthem Blue Cross Blue Shield HDHP PPO plan or the current plan offered by the City, the City shall pay \$900 per year per retiree/participant and will pay up to the in network out of pocket maximum per year (currently \$3,400) towards the deductible for chemotherapy only, provided however, that the amount paid by the City shall be reduced by any deductible already paid by the participant for any other service.

The spouse shall remain in the same non-Medicare plan they were in as an individual until that spouse becomes eligible for Medicare. At that time, the remaining spouse shall also be enrolled in the Anthem Blue Cross Blue Shield Deluxe PPO Plan or the Anthem Blue Cross Blue Shield HDHP PPO plan.

Medicare eligible retirees enrolled in Part B will be reimbursed by the City.

The City will guarantee that if the total annual cost of the premiums for the Anthem Blue Cross Blue Shield Deluxe PPO Plan in Appendix C exceeds the cost of the NYSHIP plan based on a three-year rolling average (new year plus last two years), the City will make the employees whole, such that the employee would only be responsible for paying the same premium as the then current NYSHIP plan.

Active Members and Retirees not eligible for Medicare

Active members and retirees not eligible for Medicare will have the option to choose one of the Empire Blue Cross Blue Shield health care plans (either BCBS Deluxe PPO, BCBS HDHP PPO, or NYSHIP). However the employee/retiree will be responsible for the cost difference between the Anthem Blue Cross/Blue Shield High Deductible PPO and the NYSHIP Plan such that the monetary difference in the total premiums between the lowest premium being paid by the City for any BCBS plans and the premium cost of the NYSHIP plan (not just the employee's percentage) shall be borne solely by the employee selecting the NYSHIP plan (e.g. BCBS premium = \$1,000/mo.; NYSHIP premium = \$1,500/mo.; total cost to employee is 20% of \$1,000/mo. plus \$500/mo.)

The City will guarantee that if the total annual cost of the premiums for the two Anthem BCBS options in Appendix C exceed the cost of the NYSHIP plan based on a three-year rolling average (new year plus last two years), the City will make the employees whole, such that the employee would only be responsible for paying the same premium as the then current NYSHIP plan.

If an employee chooses the Anthem Blue Cross HDHP PPO, the City will fund the first 50% of the in-network deductible (\$1,250 single, \$2,500 family) in the form of a Health Reimbursement Account (HRA) on the first (1st) day of coverage with the City's full contribution. Each employee will have an account established per the plan rules and be issued a debit card for themselves to access the funds. Employees can use the debit card to pay for eligible expenses such as medical, dental and vision at the time of service.

The City will fund a Health Reimbursement Account (HRA) for all participants of the BCBS HDHP medical plan. The City will contribute 50% of the yearly maximum in-network deductible to the HRA and allow for balance rollovers as long as the participant remains in the HDHP medical plan. The 50% contribution to the HRA will be made for each of the first three (3) years of an employee's participation in the HDHP medical plan. In year four (4) and thereafter the City will contribute to the HRA either 50% of the maximum yearly in-network deductible or the amount needed to replenish the HRA 150% of the maximum in-network deductible, whichever is less. The HRA will be forfeited in the event of either the employee's employment is terminated or if the employee is no longer enrolled in the City sponsored HDHP medical plan.

The City will pay up to the in network out of pocket maximum per year (currently \$3,400) of the BCBS HDHP PPO towards the deductible for chemotherapy only, provided however, that the amount paid by the City shall be reduced by any deductible already paid by the participant for any other service.

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.

APPENDIX D
SECTION 71-73 OF THE NYS CIVIL SERVICE LAW

1. The procedures set forth herein shall apply to unit members who have been absent from their position with the City and for whom the City determines that it has the right to exercise the separation procedures set forth in New York Civil Service Law §71, 72 or 73.
2. Prior to being terminated from employment pursuant to NYS Civil Service Law §71, 72, or 73, the City shall provide the union member with a written notice at least thirty (30) calendar days prior to the proposed date of termination. The notice shall be deemed provided upon being sent or delivered by the City via certified mail or hand delivery. This notice shall provide the union member with the ability to be reinstated should they be medically able to perform the duties of their position, or to participate in a pre-termination meeting with the appointing authority or their designee. The union member must advise the City in writing, for which notice e-mail is acceptable, within thirty (30) calendar days of receiving the City's notice, of their request to be restored to duty or participate in the pre-termination hearing. If no such request is received, the union member may be terminated on the proposed termination date.
3. The parties agree that the issues to be addressed at any pre-termination meeting shall be limited to 1) whether the union member has been absent for the applicable one-year period due to the disability(ies) that serve(s) as the basis for separation; and 2) whether the union member remains unable to perform the duties of their position. If a union member asserts that they can return to duty, the City may request that the union member submit to an independent medical examination to determine fitness to perform the duties of the position.
4. If the union member receives clearance stating they are medically able to perform the duties of their position, they shall be reinstated to active employment with the City. Such reinstatement shall be to a comparable title as when the union member commenced/was placed on leave. Should a union member be found unable to perform the duties of their position, the City shall notify the union member in writing within thirty (30) calendar days of such finding. This notice shall advise the union member of their right to apply to the Dutchess County Civil Service Commission within one year of the termination of the disability in accordance with New York State Civil Service Law §71, 72, or 73.
5. After consideration of any relevant evidence presented by the employee at the pre-termination meeting and/or the results of a required independent medical examination, the City shall make a determination as to whether the union member is subject to separation under §71, 72, or 73.

6. The determination of the City is final and subject to challenge under the laws of New York State and not through the grievance process set forth in the CBA.

APPENDIX E

SALARY SCHEDULES

2024					
2.25%, plus \$1,000 added into annual base wage rates					
JOB TITLES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCOUNT CLERK	21.49	22.68	23.90	25.22	26.94
ACCOUNT CLERK TYPIST	22.99	24.28	25.60	27.04	28.84
ACCOUNTANT	33.76	35.67	37.70	39.84	42.10
ASSESSOR AIDE	20.60	21.79	23.06	24.43	25.86
AUTOMOTIVE MECHANIC	27.83	29.38	31.06	32.82	34.70
CHIEF WATER TREATMENT PLANT OPERATOR - GRADE 1	32.64	34.48	36.42	38.55	40.76
CLEANER	22.71	23.98	25.30	26.74	28.23
CLERK	20.38	21.49	22.68	23.90	25.55
DEPUTY BUILDING INSPECTOR	34.28	36.30	38.45	40.74	43.72
DEPUTY CITY CLERK	21.49	22.68	23.90	25.22	26.94
GROUNDSKEEPER	22.71	23.98	25.30	26.74	28.23
HEAD AUTOMOTIVE MECHANIC	30.98	31.86	34.57	36.62	38.68
HEAVY MOTOR EQUIPMENT OPERATOR	27.83	29.38	31.06	32.82	34.70
LABORATORY TECHNICIAN	28.46	30.02	31.73	33.54	35.43
LABORER	22.71	23.98	25.30	26.74	28.23
MAINTENANCE CARPENTER	28.37	29.98	31.67	33.47	35.36
MAINTENANCE HELPER	26.22	27.68	29.24	30.89	32.59
MAINTENANCE MECHANIC	29.48	31.13	32.94	34.82	36.78
MAINTENANCE WORKER	27.83	29.38	31.06	32.82	34.70
MOTOR EQUIPMENT OPERATOR	26.22	27.68	29.24	30.89	32.59
MUNICIPAL SECRETARY	24.96	26.25	27.63	28.99	30.92
OFFICE ASSISTANT	24.96	26.25	27.63	28.99	30.92
PAYROLL CLERK	26.00	27.34	28.77	30.29	32.21
POLICE DISPATCHER	21.98	23.22	24.51	25.90	27.67
RECREATION ASSISTANT	18.95	20.07	21.23	22.47	23.78
SENIOR ACCOUNT CLERK TYPIST	26.00	27.34	28.77	30.29	32.21
SENIOR AUTOMOTIVE MECHANIC	29.48	31.13	32.94	34.82	36.78
SENIOR METER READER	29.48	31.13	32.94	34.82	36.78
SENIOR SEWAGE TREATMENT PLANT OPERATOR	32.64	34.48	36.42	38.55	40.76
SENIOR TYPIST	24.96	26.25	27.63	28.99	30.92
SENIOR WASTEWATER TREATMENT MAINTENANCE MECHANIC	29.11	30.69	32.34	34.10	35.95
SLUDGE CONTROL OPERATOR	27.24	28.79	30.42	32.09	33.94
TYPIST	20.38	21.49	22.68	23.90	25.55
WASTEWATER PLANT MAINTENANCE MECHANIC	27.24	28.79	30.42	32.09	33.94
WASTEWATER TREATMENT PLANT MAINTENANCE HELPER	22.71	23.98	25.30	26.74	28.23
WASTEWATER TREATMENT PLANT OPERATOR	29.48	31.13	32.94	34.82	36.78
WATER & SEWER MAINTENANCE FOREMAN	29.48	31.13	32.94	34.82	36.78
WATER & SEWER MAINTENANCE HELPER	22.71	23.98	25.30	26.74	28.23
WATER & SEWER MAINTENANCE MECHANIC	26.22	27.68	29.24	30.89	32.59
WATER TREATMENT PLANT OPERATOR - GRADE II	29.48	31.13	32.94	34.82	36.78
WATER TREATMENT PLANT OPERATOR (TRAINEE)	26.91	28.26	29.85	31.52	33.31
WORKING SUPERVISOR	30.98	31.86	34.57	36.62	38.68

2025 RATES					
JOB TITLES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCOUNT CLERK	22.82	24.00	25.23	26.54	28.27
ACCOUNT CLERK TYPIST	24.32	25.60	26.92	28.36	30.16
ACCOUNTANT	35.28	37.28	39.39	41.63	43.99
ASSESSOR AIDE	21.92	23.11	24.39	25.75	27.19
AUTOMOTIVE MECHANIC	29.09	30.71	32.46	34.30	36.27
CHIEF WATER TREATMENT PLANT OPERATOR - GRADE 1	34.11	36.03	38.06	40.28	42.59
CLEANER	24.03	25.30	26.63	28.06	29.55
CLERK	21.71	22.82	24.00	25.23	26.87
DEPUTY BUILDING INSPECTOR	35.82	37.94	40.18	42.57	45.69
DEPUTY CITY CLERK	22.82	24.00	25.23	26.54	28.27
GROUNDSKEEPER	24.03	25.30	26.63	28.06	29.55
HEAD AUTOMOTIVE MECHANIC	32.37	33.29	36.13	38.27	40.42
HEAVY MOTOR EQUIPMENT OPERATOR	29.09	30.71	32.46	34.30	36.27
LABORATORY TECHNICIAN	29.74	31.37	33.16	35.05	37.02
LABORER	24.03	25.30	26.63	28.06	29.55
MAINTENANCE CARPENTER	30.81	32.53	34.42	36.39	38.44
MAINTENANCE HELPER	27.40	28.93	30.56	32.28	34.06
MAINTENANCE MECHANIC	30.81	32.53	34.42	36.39	38.44
MAINTENANCE WORKER	29.09	30.71	32.46	34.30	36.27
MOTOR EQUIPMENT OPERATOR	27.40	28.93	30.56	32.28	34.06
MUNICIPAL PROGRAM ASSISTANT	22.82	24.00	25.23	26.54	28.27
MUNICIPAL SECRETARY	26.29	27.57	28.95	30.31	32.24
OFFICE ASSISTANT	26.09	27.43	28.87	30.29	32.31
PAYROLL CLERK	27.32	28.66	30.09	31.61	33.65
POLICE DISPATCHER	23.30	24.55	25.83	27.22	28.99
PRINCIPAL ACCOUNT CLERK	31.22	32.93	34.74	36.65	38.83
RECREATION ASSISTANT	20.27	21.39	22.55	23.79	25.11
SENIOR ACCOUNT CLERK TYPIST	27.32	28.66	30.09	31.61	33.53
SENIOR AUTOMOTIVE MECHANIC	30.81	32.53	34.42	36.39	38.44
SENIOR METER READER	30.81	32.53	34.42	36.39	38.44
SENIOR SEWAGE TREATMENT PLANT OPERATOR	34.11	36.03	38.06	40.28	42.59
SENIOR TYPIST	26.09	27.43	28.87	30.29	32.31
SENIOR WASTEWATER TREATMENT MAINTENANCE MECHANIC	30.42	32.07	33.80	35.64	37.57
SLUDGE CONTROL OPERATOR	28.47	30.09	31.79	33.53	35.47
TYPIST	21.71	22.82	24.00	25.23	26.87
WASTEWATER PLANT MAINTENANCE MECHANIC	28.47	30.09	31.79	33.53	35.47
WASTEWATER TREATMENT PLANT MAINTENANCE HELPER	24.03	25.30	26.63	28.06	29.55
WASTEWATER TREATMENT PLANT OPERATOR	30.81	32.53	34.42	36.39	38.44
WATER & SEWER MAINTENANCE FOREMAN	30.81	32.53	34.42	36.39	38.44
WATER & SEWER MAINTENANCE HELPER	24.03	25.30	26.63	28.06	29.55
WATER & SEWER MAINTENANCE MECHANIC	27.40	28.93	30.56	32.28	34.06
WATER TREATMENT PLANT OPERATOR - GRADE II	30.81	32.53	34.42	36.39	38.44
WATER TREATMENT PLANT OPERATOR (TRAINEE)	28.12	29.54	31.19	32.93	34.81
WORKING SUPERVISOR	32.37	33.29	36.13	38.27	40.42

2026 RATES					
JOB TITLES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCOUNT CLERK	24.14	25.32	26.55	27.86	29.59
ACCOUNT CLERK TYPIST	25.64	26.93	28.25	29.68	31.49
ACCOUNTANT	36.86	38.96	41.17	43.50	45.97
ASSESSOR AIDE	23.24	24.44	25.71	27.07	28.51
AUTOMOTIVE MECHANIC	30.40	32.09	33.92	35.84	37.90
CHIEF WATER TREATMENT PLANT OPERATOR - GRADE 1	35.64	37.65	39.77	42.10	44.51
CLEANER	25.11	26.44	27.82	29.32	30.88
CLERK	23.03	24.14	25.32	26.55	28.19
DEPUTY BUILDING INSPECTOR	37.44	39.64	41.99	44.49	47.75
DEPUTY CITY CLERK	24.14	25.32	26.55	27.86	29.59
GROUNDKEEPER	25.11	26.44	27.82	29.32	30.88
HEAD AUTOMOTIVE MECHANIC	33.83	34.79	37.76	39.99	42.24
HEAVY MOTOR EQUIPMENT OPERATOR	30.40	32.09	33.92	35.84	37.90
LABORATORY TECHNICIAN	31.08	32.78	34.65	36.63	38.69
LABORER	25.35	26.62	27.95	29.38	30.88
MAINTENANCE CARPENTER	32.20	33.99	35.97	38.03	40.17
MAINTENANCE HELPER	28.63	30.23	31.94	33.73	35.59
MAINTENANCE MECHANIC	32.19	33.99	35.97	38.03	40.17
MAINTENANCE WORKER	30.40	32.09	33.92	35.84	37.90
MOTOR EQUIPMENT OPERATOR	28.63	30.23	31.94	33.73	35.59
MUNICIPAL PROGRAM ASSISTANT	24.14	25.32	26.55	27.86	29.59
MUNICIPAL SECRETARY	27.47	28.82	30.25	31.67	33.69
OFFICE ASSISTANT	27.26	28.67	30.17	31.66	33.76
PAYROLL CLERK	28.55	29.95	31.44	33.03	35.17
POLICE DISPATCHER	24.62	25.87	27.16	28.54	30.31
PRINCIPAL ACCOUNT CLERK	32.63	34.41	36.30	38.30	40.58
RECREATION ASSISTANT	21.59	22.71	23.88	25.11	26.43
SENIOR ACCOUNT CLERK TYPIST	28.55	29.95	31.44	33.03	35.04
SENIOR AUTOMOTIVE MECHANIC	32.19	33.99	35.97	38.03	40.17
SENIOR METER READER	32.19	33.99	35.97	38.03	40.17
SENIOR SEWAGE TREATMENT PLANT OPERATOR	35.64	37.65	39.77	42.10	44.51
SENIOR TYPIST	27.26	28.67	30.17	31.66	33.76
SENIOR WASTEWATER TREATMENT MAINTENANCE MECHANIC	31.79	33.51	35.32	37.24	39.26
SLUDGE CONTROL OPERATOR	29.75	31.44	33.22	35.04	37.06
TYPIST	23.03	24.14	25.32	26.55	28.19
WASTEWATER PLANT MAINTENANCE MECHANIC	29.75	31.44	33.22	35.04	37.06
WASTEWATER TREATMENT PLANT MAINTENANCE HELPER	25.35	26.62	27.95	29.38	30.88
WASTEWATER TREATMENT PLANT OPERATOR	32.19	33.99	35.97	38.03	40.17
WATER & SEWER MAINTENANCE FOREMAN	32.19	33.99	35.97	38.03	40.17
WATER & SEWER MAINTENANCE HELPER	25.35	26.62	27.95	29.38	30.88
WATER & SEWER MAINTENANCE MECHANIC	28.63	30.23	31.94	33.73	35.59
WATER TREATMENT PLANT OPERATOR - GRADE II	32.19	33.99	35.97	38.03	40.17
WATER TREATMENT PLANT OPERATOR (TRAINEE)	29.38	30.87	32.59	34.42	36.38
WORKING SUPERVISOR	33.83	34.79	37.76	39.99	42.24

2027 RATES					
JOB TITLES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCOUNT CLERK	25.46	26.65	27.87	29.18	30.91
ACCOUNT CLERK TYPIST	26.79	28.14	29.52	31.02	32.90
ACCOUNTANT	38.52	40.71	43.02	45.46	48.04
ASSESSOR AIDE	24.56	25.76	27.03	28.40	29.83
AUTOMOTIVE MECHANIC	31.76	33.53	35.45	37.45	39.60
CHIEF WATER TREATMENT PLANT OPERATOR - GRADE 1	37.24	39.35	41.56	43.99	46.51
CLEANER	26.24	27.63	29.08	30.64	32.27
CLERK	24.35	25.46	26.65	27.87	29.52
DEPUTY BUILDING INSPECTOR	39.12	41.43	43.88	46.49	49.90
DEPUTY CITY CLERK	25.22	26.46	27.74	29.11	30.92
GROUNDKEEPER	26.24	27.63	29.08	30.64	32.27
HEAD AUTOMOTIVE MECHANIC	35.35	36.36	39.46	41.79	44.14
HEAVY MOTOR EQUIPMENT OPERATOR	31.76	33.53	35.45	37.45	39.60
LABORATORY TECHNICIAN	32.48	34.26	36.21	38.28	40.43
LABORER	26.67	27.94	29.27	30.70	32.20
MAINTENANCE CARPENTER	33.65	35.52	37.59	39.74	41.98
MAINTENANCE HELPER	29.92	31.59	33.37	35.25	37.19
MAINTENANCE MECHANIC	33.64	35.52	37.59	39.74	41.97
MAINTENANCE WORKER	31.76	33.53	35.45	37.45	39.60
MOTOR EQUIPMENT OPERATOR	29.92	31.59	33.37	35.25	37.19
MUNICIPAL PROGRAM ASSISTANT	25.22	26.46	27.74	29.11	30.92
MUNICIPAL SECRETARY	28.70	30.11	31.61	33.10	35.21
OFFICE ASSISTANT	28.49	29.96	31.53	33.08	35.28
PAYROLL CLERK	29.84	31.30	32.86	34.52	36.75
POLICE DISPATCHER	25.73	27.03	28.38	29.82	31.68
PRINCIPAL ACCOUNT CLERK	34.10	35.96	37.93	40.02	42.41
RECREATION ASSISTANT	22.92	24.04	25.20	26.44	27.75
SENIOR ACCOUNT CLERK TYPIST	29.84	31.30	32.86	34.52	36.61
SENIOR AUTOMOTIVE MECHANIC	33.64	35.52	37.59	39.74	41.97
SENIOR METER READER	33.64	35.52	37.59	39.74	41.97
SENIOR SEWAGE TREATMENT PLANT OPERATOR	37.24	39.35	41.56	43.99	46.51
SENIOR TYPIST	28.49	29.96	31.53	33.08	35.28
SENIOR WASTEWATER TREATMENT MAINTENANCE MECHANIC	33.22	35.02	36.91	38.91	41.03
SLUDGE CONTROL OPERATOR	31.09	32.86	34.71	36.62	38.73
TYPIST	24.35	25.46	26.65	27.87	29.52
WASTEWATER PLANT MAINTENANCE MECHANIC	31.09	32.86	34.71	36.62	38.73
WASTEWATER TREATMENT PLANT MAINTENANCE HELPER	26.49	27.82	29.20	30.70	32.27
WASTEWATER TREATMENT PLANT OPERATOR	33.64	35.52	37.59	39.74	41.97
WATER & SEWER MAINTENANCE FOREMAN	33.64	35.52	37.59	39.74	41.97
WATER & SEWER MAINTENANCE HELPER	26.49	27.82	29.20	30.70	32.27
WATER & SEWER MAINTENANCE MECHANIC	29.92	31.59	33.37	35.25	37.19
WATER TREATMENT PLANT OPERATOR - GRADE II	33.64	35.52	37.59	39.74	41.97
WATER TREATMENT PLANT OPERATOR (TRAINEE)	30.71	32.25	34.06	35.97	38.02
WORKING SUPERVISOR	35.35	36.36	39.46	41.79	44.14