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#### **Contract Database Metadata Elements**

Title: **Niagara Falls, City of and United Steel Workers of America, AFL-CIO, CLC, Local 9434-02 (2001)**

Employer Name: **Niagara Falls, City of**

Union: **United Steel Workers of America, AFL-CIO, CLC**

Local: **9434-02**

Effective Date: **01/01/01**

Expiration Date: **12/31/04**

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BCI 6858

**UNITED STEEL WORKERS OF AMERICA**  
**AFL-CIO-CLC**

**LOCAL 9434-02**

1. Term: January 1, 2001 – December 31, 2004
2. Wages:            2001-0%            2002-0%            2003-3%            2004-3%
3. Longevity: Longevity increments contained in steps 4.1, 4.2, 4.3, 4.4 and 4.5 of all grades of the wage schedule shall be increased by 2% effective January 1, 2003 and 2% effective January 1, 2004.
4. Section 9.2.6 Vacation: Effective January 1, 2002, Section 9.2.6 shall be amended to allow a fifth week of vacation after 15 years of employment for any bargaining unit member hired after September 1, 1979. The additional week of vacation shall be scheduled in a manner that does not create overtime.
5. Section 9.2.8 Vacation Accumulation: Effective January 1, 2002, the following language shall be deleted from this section to allow 12 weeks of vacation accumulation for all members of the bargaining unit:  
“Employees hired after September 1, 1979 may accumulate unused vacation up to a maximum of eight weeks.”
6. All unit members hired prior to September 1, 1979, shall receive an additional lump sum longevity increase in 2003 and 2004 equal to 1% of their base pay at the end of the previous year. This will be paid on December 1 of each year. If the employee leaves the payroll prior to December 1 of any year, the additional longevity payment will be pro-rated.
7. Section 9.7.1 Bereavement Leave: This section shall be amended to include the following individuals: step-mother, step-father, step-son, step-daughter, and any relative living within the household. This shall become effective January 1, 2002.
8. Section 9.7.3 Bereavement Leave: This section shall be amended to include the following individuals: uncle, aunt, niece, nephew and first cousin. This shall become effective January 1, 2002.
9. Disciplinary Procedure: The union agrees to use the same disciplinary procedure as Locals 9434-00 and 9434-01 (package attached). This procedure shall be identified as Schedule K in the new union contract
- 10a) Starting Salaries (Step 1.0 of all grades in this wage schedule) for all employees hired after the effective date of this agreement shall be reduced by 12%.


**RECEIVED**

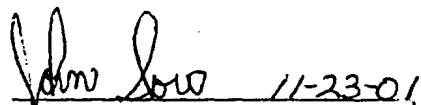



10b) Starting Salaries (Step 2.0 of all grades in this wage schedule) for all employees hired after the effective date of this agreement shall be reduced by 6%.


10c) Step 3.0 of all grades in this wage schedule will not be reduced.

11) The City and USWA Local 9434-02 shall continue to negotiate the issue of health insurance.

  
Irene J. Elia, Ph.D.  
Mayor

 11-23-01  
John Soro, President  
USWA Local 9434-02

  
Albert T. Joseph  
City Administrator

 11-21-  
Daniel Dunlop  
Staff Representative  
United Steelworkers of America

Dated: 11/26/01



**DISCIPLINARY PROCEDURE**

**FOR THE**

**CITY OF NIAGARA FALLS, NEW YORK**

## PURPOSE

This procedure is intended as a corrective measure to aid management and employees in effectively carrying out their services to the public. It may be chosen as an alternative to Section 75 of Civil Service Law, such choice closes the option to the other remedy. With the exception of Section 75 proceedings, records of disciplinary notice cannot be used in subsequent disciplinary actions, according to this procedure, if one year has elapsed from the date of said Notice of Discipline. (Section 75 hearing option available only for employees who have a permanent appointment in the competitive class of the Classified Civil Service, or are honorably discharged United States veterans having served in time of war, or are exempt volunteer firemen).

## DEFINITIONS

1. Employee shall mean any permanent employee of the City of Niagara Falls, New York.
2. Interrogation shall mean the questioning of an employee who, at the time of such questioning, appears to be a likely subject for disciplinary action.
3. Representation shall include either any authorized union representative or an attorney whose expense shall be borne by the employee.
4. Temporary reassignment shall mean a change to a new work location performing a function comparable or similar to the job normally filled by the employee. Such transfer shall not be made for the purpose of imposing discipline.

## DISCIPLINARY PROCEDURE FOR THE CITY OF NIAGARA FALLS, NEW YORK

### Section 1.00 Application

1.01 The following disciplinary procedure for incompetency or misconduct shall apply to all employees provided herein as an alternative to, but not excluding the choice of, the procedures specified in the Civil Service Law Section 75 and 76, or this negotiated procedure at the time the Notice of Discipline is answered. This procedure shall apply to persons currently subject to Section 75 and 76 of the Civil Service Law and, in addition, shall apply to those non-competitive class employees who have completed at least one year continuous service in the non-competitive class. (Section 75 hearing option available only for employees who have a permanent appointment in the competitive class of the Classified Civil Service, or are honorably discharged United States veterans having served in time of war, or are exempt volunteer firemen).

### Section 2.00, Right of Investigation

Nothing in this agreement shall prevent or limit management's authority to investigate an incident which may result in the service of a Notice of Discipline upon an employee. Neither shall management be limited with respect to questioning any employee concerning events or claims which might lead to disciplinary action, after the employee has been informed of his rights under this agreement.

Subsequent to the service of a Notice of Discipline, investigatory activities of management involving direct questioning of the employee served shall cease.

### Section 3.00 Employee's Rights

- 3.01 An employee shall be entitled to representation at each step of disciplinary procedure.
- 3.02 An employee shall be entitled to representation during an investigation or interrogation before any disciplinary action is taken. A reasonable time shall be afforded to obtain such representation. If the employee requests representation and fails to provide a representative within a reasonable time, the interrogation may proceed.
- 3.03 No employee shall be requested to sign any statements concerning misconduct or incompetence or disciplinary action unless the employee is offered the right to representation and given a reasonable amount of time to obtain such representation.

3.04 No recording devices or stenographer or other record shall be used during an interrogation, unless the employee requests the transcript be made.

3.05 The employee shall be presumed innocent until proven guilty and the burden of proof on all matters shall rest upon the employer.

3.06 An employee shall not be coerced, intimidated or caused to suffer any reprisals, either directly or indirectly, that may adversely affect his or her hours, wages, or working conditions as the result of the exercise of his or her rights under this Article.

3.07 An employee shall not be disciplined for acts except those which would constitute a crime, which occurred more than one year prior to the Notice of Discipline.

**Section 4.00 Warning Procedure**

4.01 To aid the employee in becoming aware of the criteria necessary to avoid incompetency or misconduct and avoid disciplinary action as contained within the body of this article, this system of warning shall be utilized.

4.02 In the event that an employee's behavior or actions is such that it could lead to a disciplinary problem, the employee should be warned in the following manner before any disciplinary action is taken.

4.03 First Warning: The first warning shall be oral. It will be given by the appropriate supervisor and recorded on the Incident Form provided. The form shall include the names of the employee, date and time. The details of the complaint shall not be included but merely the general topic. Copies of the form shall be provided for the supervisor, the employee, and the Union President. The form shall be as follows:

**FIRST INCIDENT REPORT**

Name of Employee \_\_\_\_\_

Date \_\_\_\_\_

Time \_\_\_\_\_

\_\_\_\_\_  
Signature of Supervisor

4.04 Second Warning: This warning shall also be delivered orally by the appropriate supervisor. A form for the second warning shall include the name of employee, date, time and specific details of the incident. Details not listed on the first warning incident report may be provided on the second warning. The subject of the second warning need not be the occurrence of the incident which precipitated the first warning but may refer to an incident unrelated to the first. Copies shall be provided to the supervisor, the employee, the Union President and the Department Head. The form shall be as follows:

4.05 In the event that an employee of the City is indicted, or arrested, for a criminal offense against the City, the warning procedure is waived and a Notice of Discipline may be served immediately.

**SECOND INCIDENT REPORT WARNING**

Employee's Name \_\_\_\_\_

Date \_\_\_\_\_

Time \_\_\_\_\_



SUMMARY OF DISCUSSION

In the event that no improvement of the above situation is forthcoming, disciplinary action may follow.

Section 5.00 Disciplinary Procedure: In the event that the employee has not responded positively to the warning system and the appointing authority, or his designee, seeks the imposition of a written reprimand, suspension without pay, or dismissal from service, notice of such discipline shall be made in writing and served upon the employee.

Discipline shall be imposed only for incompetency or misconduct.

5.01 The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice. The Notice of Discipline shall contain a detailed description of the alleged acts and conduct including reference dates, times and places. If the employee is not sufficiently apprised of the acts or conduct for which discipline is being imposed, the employee or his or her representative may request the employer to provide more specific information before the time of the hearing.

5.02 The Notice of Discipline shall be as follows:

CITY OF NIAGARA FALLS, NEW YORK

NOTICE OF DISCIPLINE

Dated \_\_\_\_\_ Department \_\_\_\_\_

To \_\_\_\_\_ File # \_\_\_\_\_

In accordance with the discipline procedure agreed to by the City of Niagara Falls and \_\_\_\_\_ Union, you are hereby informed that the City proposed disciplinary action for the following reasons:

1. Charge \_\_\_\_\_

Specifications: 1. \_\_\_\_\_

2. \_\_\_\_\_

2. Charge \_\_\_\_\_

Specifications: 1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

3. Charge \_\_\_\_\_

Specifications: 1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

The City wishes to impose this penalty \_\_\_\_\_

---

The penalty proposed will take effect \_\_\_\_\_

---

Signed: \_\_\_\_\_  
Department Head or Designee

If you wish to dispute the proposed penalty, you may file disciplinary grievance according to the provisions of the discipline procedure or indicate your choice for adjudication through Section 75 of the Civil Service Law in writing to the Labor Relations Office with copies to department head and representative. Once the choice is made, option to the other remedy is closed. (Section 75 hearing option available only for employees who have a permanent appointment in the competitive class of the Classified Civil Service, or are honorably discharged United States veterans having served in time of war, or are exempt volunteer firemen).

This attachment is to be provided with the Notice of Discipline. Please read carefully:

Information about disciplinary procedure for  
employees served with a Notice of Discipline

1. You have the right to object to the proposed discipline by filing a grievance within fifteen (15) days of notice.

2. The grievance procedure provides for an informal departmental hearing and a hearing by an independent arbitrator as its final step.

3. You are entitled to representation by either your Union or an attorney at every step of the proceeding.

4. If a grievance is filed, no penalty can be implemented until the matter is settled or the arbitrator renders a determination.

5. The penalty proposed on the Notice of Discipline may be implemented if:

a) The employee fails to file a grievance within fifteen (15) calendar days of the service of the Notice of Discipline.

b) Having filed a grievance, the employee elects not to pursue it.

c) The penalty is upheld by the disciplinary arbitrator.

or d) A different penalty is determined by the arbitrator to be appropriate.

or e) The matter is settled.

5.03 One (1) copy of the Notice shall be sent to the Labor Relations Committee, two (2) copies of the Notice shall be served upon the employee. Service of the Notice of Discipline shall be made by personal service, if possible. If service cannot be effectuated by personal service, it shall be made by registered or certified mail, return receipt requested.

5.04 The President of the appropriate Union and attorney shall be advised by registered or certified mail, return receipt requested, with a copy of the Notice of Discipline.

5.05 The Notice of Discipline served on an employee shall be accompanied by a written statement that:

a) The employee has the right to object by filing a grievance within fifteen (15) days.

b) The grievance procedure provides for a hearing by an independent arbitrator as its final step.

c) The employee is entitled to representation by either the Union or an attorney at every step of the proceeding.

d) If a grievance is filed, no penalty can be implemented until the matter is settled or the arbitrator renders a determination.

e) The penalty proposed on the Notice of Discipline may be implemented if:

1) The employee fails to file a grievance within fifteen (15) calendar days of the service of the Notice of Discipline.

2) Having filed a grievance, the employee elects not to pursue it.

3) The penalty is upheld by the disciplinary arbitrator.

4) A different penalty is determined by the arbitrator to be appropriate.

5) The matter is settled.

5.06 Grievances objecting to the proposed discipline shall be filed on the following form:

GRIEVANCE FORM

This Grievance is filed in accordance with the Disciplinary procedure Section 5.00 in objection to a Notice of Discipline.

Dated \_\_\_\_\_

Dept. \_\_\_\_\_

File No. \_\_\_\_\_

Reason for objections: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Check if you wish to waive departmental hearing. \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

This form must be filed with the immediate supervisor, the department head and the Labor Relations Committee within fifteen (15) days of service of the Notice of Discipline.

5.07 The Grievance form must be filed with the immediate supervisor, the Department Head and the Labor Relations Committee within fifteen (15) days of the service of the Notice of Discipline.

5.08 If not settled or otherwise resolved, the Notice of Discipline may be the subject of a grievance before the department head and shall be filed on the form (Section 5.06) either in person or by certified or registered mail, return receipt requested by the employee.

5.09 The filing of such a grievance shall be complete on the date on which it is filed in person or the date of the mailing as indicated by the date stamped on the official postal receipt provided by the Post Office for Registered or Certified mail.

5.10 The employee shall be entitled to a meeting at the department level to present his or her position to the department head or his designee within five (5) calendar days of the filing of the grievance. The Labor Relations Committee shall set the time and place and inform all concerned.

5.11 The meeting shall include an informal presentation by the department head or his designee and by the employee or his representative of relevant information concerning the acts or conduct specified in the Notice of Discipline, a general review of the evidence and defenses that will be presented if the matter proceeds to arbitration and a discussion of the proposed penalty. The meeting need not involve the identification or presentation of prospective witnesses, the identification of specific description of documents or other formal disclosure of evidence by either party. The employee shall have the right to remain silent at such a meeting, except that either Union representative or the employee's attorney provided at his or her own expenses shall present a summary of his or her answer to the allegations contained in the Notice of Discipline.

5.12 The employee has a right to have either a Union representative or an attorney provided at his or her own expense present or to decline such representation. If the employee requests representation and the Union or employee fails to provide a representative within a reasonable time, the meeting may proceed. Unreasonable delays by management may cause the hearing to proceed without management representation. The disciplinary arbitrator appointed pursuant to this procedure shall have the power to find that delays may have been unreasonable.

5.13 As a result of the grievance hearing, one of the following four alternatives must be chosen by the employee (within 15 working days from the date of the hearing).

- a) Settlement by agreement to submit to the proposed penalty.
- b) Settlement by agreement to a reduction in the proposed penalty.
- c) No response would result in application of the proposed discipline. No response can be requested or absence from the hearing will be interpreted as no response.
- d) Request for arbitration.

5.14 A summary of the meeting, including the alternative chosen will be prepared by the Labor Relations Committee and sent to all present within five (5) days.

5.15 Unless the grievance is settled, or the employee elects not to pursue it, the Labor Relations Committee shall request a list of arbitrators within 5 working days.

5.16 At any time during the disciplinary procedure after a timely grievance has been filed, the employee may elect in writing to the Labor Relations Committee that he or she elects not to pursue the grievance. In such event, the proposed penalty may be implemented.

5.17 The department head, or his designee, at any time before or after the Notice of Discipline is served, may review such notice and the proposed penalty and take such action as he or she deems appropriate under the circumstances in accordance with this procedure, including determining whether a notice should be issued, amendment of the notice no later than the time of departmental hearing, withdrawal of the notice or a reduction of the proposed penalty.

6.01 Upon service of the Notice of Discipline, the employee may be suspended without pay or temporarily reassigned if the City Manager determines there is probable cause to believe that the employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with operations. The maximum length of such suspension shall be 20 working days. Such determination shall be reviewable by the arbitrator.

6.02 Where the employee has been suspended without pay, or temporarily reassigned, he or she may, in writing, waive the departmental level meeting at the time of filing the grievance on the grievance form. In the event of such a waiver, the employee shall file the grievance form within the prescribed limits (5.07 and 5.08 and 5.09). Such case will be referred directly to arbitration, within five working days, by the Labor Relations Committee. The proper Union official will be notified in writing of any such suspension.

6.03 Where the appointing authority informs an employee that he or she is being temporarily reassigned pursuant to this agreement, the employee shall be notified in writing of the location of such temporary reassignment and that the employee may elect in writing to refuse such temporary reassignment and be suspended without pay. Such election must be made in writing before the commencement of the temporary assignment. An election by the employee to be placed on a suspension without pay is final and may not thereafter be withdrawn. Once the employee commences the temporary assignment, no election is permitted.

6.04 This form letter is to be used by the City Administrator to inform the employee of suspension.

CITY OF NIAGARA FALLS

TO: \_\_\_\_\_

RE: Suspension

This is to inform you that as of this date \_\_\_\_\_, after the service of your Notice of Discipline, you are hereby suspended for a period of \_\_\_\_\_ working days, without pay, in accordance with Section 6.00 of the disciplinary proceedings.

Dated: \_\_\_\_\_

City Administrator

Please respond indicating your preference for:

Departmental hearing \_\_\_\_\_

or

Waiver of Departmental hearing \_\_\_\_\_  
(directly to arbitration)

6.05 This form letter is to be used by the City Administrator to inform employee of temporary reassignment. The signed returned response by the employee is necessary.

CITY OF NIAGARA FALLS

TO: \_\_\_\_\_

RE: Temporary Reassignment

This is to inform you that as of this date \_\_\_\_\_, after the service of your Notice of Discipline you are hereby temporarily reassigned to \_\_\_\_\_

You should report to \_\_\_\_\_ at \_\_\_\_\_ o'clock on

\_\_\_\_\_, 19\_\_\_\_

Your rate of pay will be red circled or frozen. This action is taken as a precaution in that your presence on the job during this disciplinary proceeding may interfere with operations.

\_\_\_\_\_ Please respond by returning the attachment.

Sincerely,

\_\_\_\_\_  
City Administrator

ATTACHMENT

Response to temporary reassignment letter:

I accept the reassignment for duration of the disciplinary proceeding and until a settlement has been reached. \_\_\_\_\_

I do not accept this reassignment but rather elect to be suspended without pay.  
\_\_\_\_\_

This must be sent back to the City Administrator before the effective date of the temporary appointment.

6.06 Temporary reassignments under this section shall not involve a change in the employee's rate of pay.

7.00 Disciplinary Arbitration.

7.01 The Labor Relations office shall request a list of seven arbitrators from the Federal Mediation and Conciliation Association. Each party shall alternately strike names until one is left. If either party feels that the list is not acceptable, they have the right to request another list.

7.02 The disciplinary arbitrator shall hold a hearing within 21 calendar days after notification from the Labor Relations Committee.

7.03 Disciplinary arbitrators shall render determination of guilt or innocence and the appropriateness of proposed penalties, and shall have the authority to resolve a claimed failure to follow the procedural provisions of this article. Disciplinary arbitrators shall neither add to, subtract from or modify the provisions of this agreement. The disciplinary arbitrator's decision, with respect to guilt or innocence, probable cause for suspension or reassignment, and appropriate penalty shall be final and binding upon the parties.

7.04 All fees and expenses of the arbitrator, if any, shall be divided equally between the City and the Union or the employee if not represented by the Union. Each party shall bear the cost of preparing and presenting its own case.

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CITY OF NIAGARA FALLS  
New York

**TO:** Paul Colangelo  
Director of Public Works

**FROM:** Christopher M. Mazur *CM*  
Assistant Corporation Counsel

**DATE:** March 22, 2002

**RE:** Union Attendance at Pre-Hearing Conference

**RECEIVED**

MAR 25 2002

HUMAN RESOURCE DEPT.

After discussing this matter with the administration and the City's legal counsel, please be advised that the United Steelworkers of America Local 9434-00 & 02 and the Building Trades Council are allowed to have one (1) union representative at the pre-hearing conferences at PERB's Buffalo office. The meeting in Buffalo is a conference, not a negotiation session; therefore, it is not necessary for members each's union's negotiating team to attend.

If you have any questions, please contact me. Thank you for your courtesy and cooperation in this matter.

vg  
cc: Paul Dziama ✓



