

AGREEMENT BY AND BETWEEN

THE BOARD OF TRUSTEES OF FULTON-MONTGOMERY  
COMMUNITY COLLEGE

(hereinafter collectively referred to as the College”)

and

COUNTY OF FULTON AND COUNTY OF MONTGOMERY

and

FULTON-MONTGOMERY COMMUNITY COLLEGE  
EDUCATION SUPPORT PERSONNEL

September 1, 2025, through August 31, 2028

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AGREEMENT made this \_\_\_\_ day of October, 2025 by and between **THE COUNTY OF FULTON, THE COUNTY OF MONTGOMERY** and the **BOARD OF TRUSTEES OF FULTON-MONTGOMERY COMMUNITY COLLEGE** (hereinafter collectively referred to as "FMCC", the "College" or the "Employer"), and **FULTON-MONTGOMERY COMMUNITY COLLEGE EDUCATION SUPPORT PERSONNEL** (hereinafter referred to as "FMCC-ESP").

## **ARTICLE 1**

### **RECOGNITION**

FMCC hereby recognizes FMCC-ESP as the exclusive negotiating agent for all classified employees, excluding the Secretary to the President, Secretary to the Provost and Vice President of Academic Affairs, Secretary to the Vice President for Administration and Finance, Secretary to the Vice President for Student Affairs and Administrative Assistant for the Office of Fund Development.

FMCC-ESP shall have unchallenged representation status for the maximum period permitted by law.

FMCC agrees not to negotiate with any employee organization other than the FMCC-ESP for the duration of this agreement.

## **ARTICLE 2**

### **MANDATORY LEGISLATIVE CLAUSE**

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

## **ARTICLE 3**

### **NEGOTIATION PROCEDURES**

A. The terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties.

B. No later than March 15 of each final agreement year, the parties will enter into good faith negotiations over a successor agreement.

C. Neither party in the negotiations shall have any control over the selection of the representatives of the other party. While no final agreement shall be executed without ratification, the parties mutually agree that their representatives will be clothed with all necessary power and

authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

#### **ARTICLE 4**

##### **RIGHTS OF ASSOCIATION**

A. FMCC-ESP shall have exclusive payroll deductions of membership dues and other authorized deductions for bargaining unit employees. Such deductions shall be made in accordance with all applicable laws. The FMCC-ESP will indemnify and save the College harmless against a judgment in an action or proceeding brought by a member of the bargaining unit regarding improper agency fee deductions if a finding has been made in such action or proceeding that FMCC-ESP was solely at fault.

B. The President or Co-Chairs of the FMCC-ESP shall be permitted to attend, without charge to his/her leave accruals, all hearings or joint meetings at which his/her attendance is required by virtue of his/her office as Association President.

The College shall also permit the President or Co-Chairs of FMCC-ESP two (2) days of annual Association leave for official duties and obligations relating to his/her office as Association President.

##### **C. Rights of Employees**

1. Any employee covered by this agreement shall be free to join or refrain from joining and/or take an active role in activities of the FMCC-ESP without fear of reprisal.

2. An employee may bring matters of personal concern to the attention of the appropriate FMCC representative and officials in accordance with applicable laws and rules and may choose his/her own representative or appear alone in a grievance or appeal proceeding with the exception that the FMCC-ESP may be permitted entrance to all such proceedings and shall be informed immediately of any decisions pertaining to the case.

3. For the purpose of this agreement "continuous service" shall be defined as commencing the date of original employment with no lapse in service in excess of one (1) year except for authorized leaves.

#### **ARTICLE 5**

##### **COMPENSATION**

Employee salaries and matters of economic consideration shall be set forth in Schedule "A" annexed and incorporated herein.

## ARTICLE 6

### HEALTH INSURANCE BENEFITS

A. All full-time employees shall be eligible for health insurance for themselves and their dependents, pursuant to the then applicable terms and conditions of the plan or program provided by the Highmark Blue Shield PPO 800 at the contribution level stated below. Coverage shall commence upon date of hire.

1. New full time employees hired on or after July 1, 2025 shall pay twenty percent (20%) of health insurance premiums.

2. Effective September 1, 2025, employees hired prior to July 1, 2025 shall contribute to the cost of the premium of both (or either) the individual and dependent coverage at the same levels as they did in 2024-2025. Effective September 1, 2027, employees hired prior to July 1, 2025 shall contribute five percent (5%) of the premium of both (or either) the individual and dependent coverage in the 2027-2028 health insurance plan year.

Any and all costs or expense arising out of changes, modifications, deletions, substitutions and/or additions to coverage, co-pays and or any other terms and conditions of the Highmark Blue Shield PPO 800, plan or program shall be borne by the bargaining unit member without any recourse against the College.

B. In the event the College shall provide dental insurance to employees of the College in other bargaining units, such benefits shall be extended to the employees covered hereunder on comparable terms and conditions.

C. A full-time employee who is insured under another health insurance plan may elect to refuse participation in the College's hospitalization and major-medical insurance plan. Such employee shall receive \$30.00 for each month the employee is eligible but does not elect coverage. Payment shall be made the last pay period of each month. The health insurance buyout shall be modified to provide \$100.00 individual and \$150.00 family for each month so long as seven (7) members of the bargaining unit maintain the health insurance buyout. To be eligible for the health insurance "buy-back", the employee must document that the employee is covered under another health insurance plan. Thereafter, such employee must provide documentation on, or immediately before, September 1<sup>st</sup> of each year. Retirees are not eligible for the health insurance buy-back. An employee may resume coverage only during the Open Enrollment Period. The employee shall be subject to any terms, conditions and/or limitations pertaining to pre-existing medical conditions as set forth in the contracts issued by the carrier. An employee whose spouse is employed by the College is not eligible for the health insurance "buy-back".

D. The College has established an Insurance Committee to explore and study the various plans and strategies for providing comprehensive, affordable health insurance benefits to employees of the College, including the members of the bargaining unit. The bargaining unit is entitled to appoint one of its members to serve on that Committee. The Committee will, from time-to-time, recommend changes to the health insurance offerings of the College. In the event that the Insurance Committee recommends a change in plan that will be applicable to all employees of the College, and is substantially equivalent to the benefits already in place for the ESP Unit, said changes shall be applicable to the ESP Unit at the next open enrollment, or sooner if the parties agree.

## ARTICLE 7

### FRINGE BENEFITS

A. Retirement Program: All employees shall be entitled to the benefits in Retirement Plan 75(i).

B. Disability Benefits: FMCC will provide disability benefits under New York State Workers Compensation Law. It is agreed that the members of FMCC-ESP will contribute the maximum permitted by law. The employee has the option of using any or all of his/her own accumulated sick leave before applying for disability benefits.

C. Unemployment Insurance: FMCC will continue to provide unemployment insurance for all unit employees.

D. Sick Leave:

1. Each full-time employee shall accumulate sick leave at the rate of one (1) working day for each month of service to an accumulated total of 220 days. The amount of leave accumulated at the time of disability or illness shall be available in full. FMCC shall have the right to obtain medical verification for all sick leave. Where sick leave is used before or after a vacation period, medical verification shall be necessary in order to receive pay for said sick leave. All continuous part-time employees who work an average of 18.75 hours per week shall receive one-half (1/2) day sick leave for each month of service. Sick days may be used for the purpose of attending to disability or illness within the immediate family as defined in Article 7(J) (3).

2. Upon retirement, employees may elect to receive the amount of their accumulated sick leave in cash or to have said balance applied to their Health Insurance premiums in ten percent (10%) increments. Notice of retirement must be given at least thirty (30) days prior to retirement, except that notice of early retirement must be given in accordance with Article 5 Schedule A (G).

3. There shall exist a sick leave bank administered by ESP subject to such regulations as ESP may initiate. Matters relating to Sick Leave Bank Administration or benefit entitlement thereunder shall not be grievable.

E. Personal Leave:

1. Each employee shall be entitled to five (5) days of personal leave per contract year (9/1 – 8/31), prorated in the first contract year of service.

2. Personal Leave may be used before and after a vacation day or a holiday.

3. An employee must request personal leave from his/her supervisor at least twenty- four hours in advance, except in an emergency, of taking such leave. The request must be in writing on the standard request for leave form provided by the employer.

4. Personal leave is not cumulative. Unused personal leave shall be added to accumulated sick leave.

F. Court Attendance: Paid leaves of absence for jury or witness service shall be granted with full pay less amount of jury or witness compensation when employee is called upon for this service. Employees shall be required to submit proof of jury duty attendance to the College. This paragraph shall apply to jury duty or subpoenaed witness testimony.

G. Maternity Leave: Six months without pay shall be granted for maternity leave; up to one year's leave of absence shall be granted if so necessary, with a doctor's certificate; with the addition that the administration has the right to have its own medical representative (gynecologist or obstetrician) investigate.

H. Military Leave: Leaves of absence with full pay less amount of military pay will be granted to all permanent and continuous employees who are officers or enlisted members of National Guard units or reserve components of armed forces. Such leave shall normally be limited to fifteen (15) calendar days a year.

I. Leave without Pay:

1. Leaves of absence without pay may be granted for periods of up to six (6) months and may be extended for a like period. Requests for such leave shall be filed by the employee with his/her supervisor stating the reason for and the expected duration of such leave.

2. None of the above leave days shall be chargeable against any earned vacation days.

J. Bereavement Leave: Each unit member is entitled to three (3) consecutive days of leave in the event of death in his/her immediate family. Two (2) additional days may be granted with approval of their supervisor. Such days are not considered sick or personal leave days, nor are they cumulative from year to year in any form. For the purposes of bereavement leave, immediate family is defined as spouse or domestic partner, child, parents, siblings, aunt/uncle, grandparents and grandchildren including in-laws and step family. With the approval of their supervisor, a unit member may save one day of the leave to attend a burial or memorial service that is held for the family member, but not scheduled immediately following the family member's death.

K. Vacation:

1. The vacation year shall be September 1 – August 31.

2. (a) All full-time employees with one year of continuous service shall be credited with ten (10) days' vacation on the first day of the College fiscal year. All full-time employees with five (5) years or more of continuous service shall receive fifteen days (15) of vacation. All full-time employees with ten (10) years or more of continuous service shall receive twenty (20) days of vacation. All full-time employees with fifteen (15) years or more of continuous service shall receive twenty-four (24) days of vacation. All full-time employees with twenty (20) or

more years of continuous service shall receive twenty-eight (28) days of vacation.

(b) New Employee: Each full-time new employee shall be entitled to five (5) days' vacation after six (6) months of continuous service; shall be entitled to ten (10) days' vacation after one (1) year of continuous service (provided the employee has not taken any vacation at the end of the six-month period) and shall have vacation prorated from his/her first anniversary, until the end of the College fiscal year following his/her anniversary. Thereafter, the employee shall follow the schedule of employees with one year of continuous service or more of service.

3. Vacation requests shall be submitted in writing on the standard request for leave form provided by the employer.

4. (a) In the year in which an employee leaves the service of FMCC, including death, the employee or his/her beneficiary shall be paid for all unused vacation time.

(b) If an employee leaves the service of the College in his/her first year for any reason, including death, a proportionate part of the annual vacation pay will be granted.

5. A part-time continuous employee will receive the annual vacation provided for his/her classification at his/her usual pay. (For example: a person employed halftime in a position in which two weeks or more is the annual vacation allowance will be granted two weeks or portion thereof at a salary based on halftime or one week or portion thereof at a salary based on full-time.)

6. All vacations shall be taken in the vacation year during which the employee becomes entitled thereto, and no part of such vacation shall be carried over from one year to another unless the pressure of work in the particular department makes it impossible for the Employer to grant a vacation during such year, in which case the vacation for that year, or any unused portion thereof, may be added to the vacation to which the employee is entitled during the following year. However, any vacation carried over from one year to another must have prior Employer approval in writing.

7. Total years of service at FMCC will be utilized as a criterion in the scheduling of preferred vacation time within a department.

L. Holidays:

1. All full-time salaried employees and regularly employed hourly employees shall receive the following paid holidays.

Columbus Day	Veterans' Day
Thanksgiving Day	Friday after Thanksgiving Day
President's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Martin Luther King Day
Juneteenth	

The Christmas holidays shall be from Christmas Day through New Year's Day (inclusive). On years when the Christmas and/or New Year's holidays fall on a Saturday/Sunday, the Monday following New Year's Day will be observed as the holiday. In those years when Christmas Eve falls on a weekday, Christmas Eve will be a holiday also. There will be a minimum of six days observed, a maximum of seven for the holiday break.

2. An employee failing to report for work on a working day prior to or immediately following a holiday shall not be paid for that holiday unless on vacation or absent due to personal leave or documented personal illness.

3. At Christmas time, a one-and-one-half (1½) hour lunch break, plus one-half hour (usually taken) will be granted to all employees.

4. For holidays other than Christmas holidays identified above, when a holiday falls on Saturday, the previous Friday will be observed; when a holiday falls on a Sunday, the following Monday will be observed.

5. During the month of April each employee shall be granted one day with pay (Administrative Professional's Day), consistent with the needs of the College department/offices, not necessarily the same day for each "employee."

M. Overtime:

1. The College shall provide overtime compensation as follows:

a. One-and-one-half the hourly rate in cash or compensatory time off will apply on hours over 37.5 hours per week.

b. All work performed on a Sunday or holiday shall be compensated at the rate of one-and-one-half (1½) times the hourly rate, plus the holiday, in either cash or compensatory time.

c. In calculating thirty-seven and one-half (37.5) hours per week, sick leave, vacation, holidays, personal leave, funeral leave, and absences due to closing of facilities shall be considered as time worked.

N. Storm Days:

1. When the College is closed due to weather or other conditions, the clerical employee shall be paid as if that employee reported to work and shall receive full compensation without any charge to any leave credit accumulated.

2. Where classes are cancelled due to weather or other conditions, clerical personnel shall be expected to report to their designated offices when the College opens, with no loss of pay. If the College opens at or after 10:30 a.m., employees shall forfeit their lunch break unless they are required to work past 4:30 p.m.

O. Clerical Employees Association Meetings:

1. The College shall allow one (1) hour with pay to all members to attend regular meetings, not to exceed five (5) times per contract year (9/1 – 8/31).

2. The College agrees to provide a meeting place on campus when available.

P. Tuition Waiver: Employees and dependents (husband, wife, children) are to be granted tuition-free entrance for credit, non-credit, or audit to any course offered by the College, subject to all regular conditions for offering a course and on a space available basis. Employees shall be required to provide appropriate proof of dependency.

Dependents (spouse, children) of those employees with five (5) or more years of continuous service who die or who are disabled while in the employ of the College shall, for a period of ten (10) academic years following death or disablement, be granted the foregoing tuition- free benefit.

Q. Past Practices: The Board shall continue the practice of:

1. Full use of lunchroom facilities.

2. Free passes for school employees and their families for FMCC regular session athletic events.

3. Free use of facilities upon approval.

4. Use of College equipment for personal use upon the approval of the employee's appropriate supervisor.

R. Part-time Employees: With respect to jury duty (Article 7, Section F), funeral leave (Article 7, Section J), holidays (Article 7, Section L), storm days (Article 7, Section N), and association meetings (Article 7, Section O), part-time employees in the bargaining unit shall receive the above leave benefits if such employee is regularly scheduled to work on such day. Such leave shall be equal to the hours that the employee would have worked on that date.

S. Life Insurance: The employer agrees to provide life insurance coverage on each full-time employee at two times the annual compensation level.

T. Tuition Aid Account: For academic year September 1, 2025, through August 31, 2028, the College will establish a tuition aid account in the amount of \$5,000. For each academic year of this agreement thereafter, the College on September 1 of said academic year shall provide \$5,000 as a tuition aid account. FMCC-ESP and/or a Committee designated by FMCC-ESP shall determine the recipient of the tuition aid and the amount of such aid based upon legally appropriate criteria that shall be established by the FMCC-ESP and shared with the College. FMCC-ESP shall provide such information in writing to the Vice President of Administration. The tuition aid amount shall not carry over from year to year.

## ARTICLE 8

### EMPLOYMENT POLICIES

A. Work Schedules and Hours: All educational support personnel shall work a full seven and one-half (7½) hour day between 7:30 a.m. and 6:00 p.m., with one-half (1/2) hour provided for lunch. The employer shall determine the workday for each employee. No more than six (6) employees shall work past 4:30 p.m. If (after September 1, 1997) the College determines based upon the operational needs of the College, that more than six (6) employees are needed to work past 4:30 p.m., the parties shall discuss the needs in the Joint Labor/Management Committee. The College shall determine the titles and work location of the employees who are required to work past 4:30 p.m. If there is more than one (1) employee in the title required to work past 4:30 p.m., the employee with the least seniority shall be assigned.

New hires since September 1, 1997, and volunteers may be assigned to work past 6:00 p.m.

1. The parties agree to establish an on-going Joint Labor/Management Committee to timely review and discuss issues relating to work schedules and hours based upon the operational needs of the College. This shall include, but not be limited to, daily work schedules of employees, registration duties, and overtime needs. The Committee shall also address other issues of mutual concern. The parties shall request that PERB facilitate the establishment of the Labor/Management Committee.

2. Starting the day after classes end in the Spring semester and lasting through the first full week of August, and starting the day after classes end for the fall semester and lasting through the first full week of January, and during the week of the College's spring recess, the workday for the clerical staff shall be six and one-half (6 1/2) hours with one-half hour (1/2) to be provided for lunch with no reduction in salary.

3. All offices having two or more clerical employees will arrange lunch schedules and other breaks so that the office involved will remain open.

4. During registration periods, employees may be assigned to work after the regular workday at time and one-half (1/2). Employees assigned to work shall be given at least one (1) week advance notice.

B. Breaks: Two (2) breaks per day shall be granted each employee: one in the morning and one in the afternoon. These shall be taken at the times designated by the immediate supervisor and shall be of not more than fifteen (15) minutes duration.

C. Accumulated Credits: The College shall give each employee a summary of accumulated leave credits not more than twice each year, if requested.

D. Provisional Employees:

1. Provisional employees shall be treated the same as permanent employees

with respect to pay and all contract benefits accorded permanent employees.

2. As of September 1, 1994, temporary employees who have worked one (1) year shall be treated the same as permanent employees except in discipline or discharge.

E. Temperature of Office: In the event there is inadequate heat in any office (three hours temperature below 65° F. or above 85° F.) special provisions will be made to allow the employee to work in a place where it is possible to carry on assigned tasks.

F. Rules of the Timecard: The following rules and regulations shall apply to all employees:

1. Tardiness:

a. Excessive tardiness cannot be tolerated and penalties for same will be imposed by FMCC. An employee finding it necessary to be tardy should notify his/her supervisor or department head of such tardiness and reason for same. In the event of transportation difficulties, severe storms, or other catastrophes, tardiness may be excused without charge against accumulated vacation or sick leave.

b. Employees who are eight (8) or more minutes late in the first quarter hour of the day, and/or succeeding quarter, shall be docked fifteen (15) minutes.

c. Tardiness is defined as arriving at the workstation after the designated start of the workday.

2. Timecards:

a. It is the responsibility of each employee to file all timecards with the Business Office biweekly in the a.m. following the close of the pay period to prepare each payroll.

b. Failure to comply with the Rules of the Timecard may result in disciplinary action.

c. Time record rules shall not change, amend, or modify College Personnel Policies or conflict with any Civil Service Commission Regulations.

d. Employees reporting for work at the beginning of each day shall not "sign in" more than fifteen (15) minutes prior to scheduled reporting time.

e. Timecards shall not be signed earlier than two minutes before leaving for scheduled lunch period and shall not be signed sooner than fifteen minutes prior to the end of the scheduled lunch period.

f. At the end of each workday, the employee shall sign out no earlier than two minutes before the end of his/her scheduled workday.

g. Each employee is responsible for his/her card.

h. On the last day of the pay period each employee's timecard is to be signed by the employee's supervisor.

3. Authorized Overtime:

a. Employees signing out eight (8) or more minutes after the scheduled termination of the workday in the first quarter hour and in each succeeding quarter shall be credited fifteen (15) minutes overtime ONLY when such overtime has been authorized.

b. Any authorized overtime must be initialed by the supervisor at the signed time on the card as well as being signed at the bottom of the card.

4. Leave Units: All leave units (sick, vacation, personal, funeral) shall be taken in minimum of quarter hour increments.

G. Notice of Termination: The Employer and employee agree to provide the other written notice of termination at least ten (10) working days prior to the effective date of termination. Failure to comply by either party will result in the forfeiture of two (2) weeks wages or its equivalent.

H. All past practices, duties, and obligations, unless altered by the terms hereof, shall be maintained for the term of this agreement.

I. Job Posting. When a new position is created or a vacancy is to occur, bargaining unit members shall receive a minimum of one (1) week notice, via written memorandum, before the employer advertises off campus. Said notice shall also be posted within the same timeframe by the employer on the Union bulletin board (located in the Mail Room).

J. Performance Evaluations: The parties agree that performance evaluations shall be per the agreed upon Evaluation Form annexed hereto as "Schedule B".

## ARTICLE 9

### **GRIEVANCE PROCEDURE**

#### Section I – Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the President, Board of Trustees, administrative personnel, and the Civil Service employees is essential to the operation of the College, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solution to alleged grievance of employees through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which the administration and the employees are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

## Section II – Definitions

- 2.1 A grievance is a claim by any employee or group of employees in the negotiation unit based upon any claimed violation, misinterpretation, misapplication, or inequitable application of a term or provision of this agreement.
- 2.2 The term Supervisor shall mean any person having authority to administrate or supervise personnel within a department of the College.
- 2.3 A Chief Officer is the President of the College.
- 2.4 Clerical Unit shall mean the Fulton-Montgomery Community College Educational Support Personnel, an association of Civil Service Employees.
- 2.5 Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.
- 2.6 Party-in-Interest shall mean the Grievance Committee of the FMCC-ESP and any party named in the grievance who is not the aggrieved party.
- 2.7 Grievance Committee is the committee created and constituted by the FMCC-ESP.
- 2.8 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage of grievance hereunder.
- 2.9 For the purpose of this article, day shall mean a calendar day, excluding Saturdays, Sundays and holidays.

## Section III – Procedures

- 3.1 All grievances shall be in writing and shall include the name and position of the aggrieved party, the identity of the provision of the agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing said events or conditions if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2 All decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons thereof. Each decision shall be promptly transmitted to the employee and the FMCC-ESP.
- 3.3 The preparation and processing of grievances, insofar as possible, will be done during working hours without interruption of general business.
- 3.4 The Administration and the FMCC-ESP agree to make available any and all materials, records, relevant documents, and communications concerning the alleged grievance which will facilitate the investigation.

3.5 An aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses on his/her own behalf, and to be furnished with a copy of the minutes of the proceedings made at each and every stage of this grievance procedure.

3.6 No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by either party to this agreement against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure.

3.7 Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations and other necessary forms will be jointly developed by the President and the FMCC-ESP. The President shall have them printed and distributed so as to facilitate operations of the grievance procedure and without cost to the FMCC-ESP.

3.8 All documents, communications, and records dealing with the processing of a grievance shall be kept by the President and shall not become a part of the personnel file of the participants. Copies shall be available for inspection and copying by the aggrieved party, grievance committee, and the President, but shall not be deemed a public record.

3.9 Nothing contained herein will be construed as limiting rights of member having a grievance to discuss the matter informally with his/her supervisor or appropriate member of the Administration and having his/her grievance adjusted without intervention from FMCC-ESP or any other person, providing the adjustment is not inconsistent with the terms of this agreement.

3.10 If any provision of this grievance procedure or any application thereof to any member of this FMCC-ESP shall be finally determined by any court to be contrary to law, then such provision or application shall be deemed void and invalid. All other provisions will continue in full force and effect.

3.11 The existence of the procedures hereby established shall not be deemed to require any member to pursue the remedies here provided and shall not, in any manner, impair or limit the rights of any member to pursue any other remedies available in any other form.

#### Section IV – Time Limits

4.1 Since it is important to good relationships that grievances be processed as soon as possible, every effort should be made to expedite the process.

4.2 No grievance will be entertained unless received in writing and forwarded to the proper parties within sixty (60) calendar days after occurrence of the act or condition on which the grievance is based.

4.3 If a decision at one stage is not appealed to the next stage of the procedure within five (5) calendar days, the grievance will be deemed to be discontinued and further appeals under this agreement shall be barred.

4.4 Failure to communicate at any stage of the grievance procedure a decision to the aggrieved party, his representatives, and the FMCC-ESP within the specified time limit, shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

#### Section V – Stages of Grievance Procedure

5.1 Stage A – Supervisor. Any FMCC-ESP member having a grievance will, either personally or through his/her representative, discuss the matter with his/her supervisor with the object of resolving the matter informally. The supervisor will confer with all parties in interest and will consider only materials and statements presented by the interested parties at the hearing.

5.2 Stage B – Grievance Not Resolved Informally. If the grievance is not resolved informally at the hearing with the supervisor, it shall be reduced to writing and presented to the supervisor. Within three (3) calendar days after the written grievance is presented to the supervisor, the supervisor shall, without any further consultation with the aggrieved party, render a decision thereon in writing and present it to the member, his/her representative, and the FMCC-ESP.

#### 5.3 Stage C – President

1. If a grievant is dissatisfied with the written decision from the supervisor and wishes to proceed further, he/she shall, within five (5) calendar days, file a written appeal of the decision with the President.

2. Within five (5) calendar days after receiving the appeal, the President or his duly authorized representative shall hold a hearing with the association member or his/her representative and all other interested parties.

3. The President shall render a decision in writing to the member, the Grievance Committee, and its representative within five (5) calendar days after the conclusion of the hearings.

#### 5.4 Stage D – Arbitration

1. If the grievant and/or the FMCC-ESP are dissatisfied with the decision of Stage C, the FMCC-ESP may submit the grievance to arbitration by written notice to the American Arbitration Association with copy to the President within fifteen (15) calendar days of the decision at Stage C. The parties will thereafter be bound by the rules and procedures of the American Arbitration Association in selection of an Arbitrator and conduct of the arbitration.

2. The Arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this agreement.

3. The decision of the Arbitrator shall be final and binding upon all parties.

4. Costs of arbitration shall be borne equally by the college and the FMCC-ESP.

## ARTICLE 10

### DISCIPLINARY PROCEDURE

A. Discipline for Just Cause:

1. No employee with a permanent appointment shall be disciplined except for just cause. Such employee shall be served with a written notice of the action and the reason for it. Simultaneously, a copy of the notice shall be sent to the President of EMCC-ESP.

B. Appeal:

1. If the employee and/or FMCC-ESP disagrees with the disciplinary action, FMCC- ESP may appeal the matter in accordance with Stage B of the grievance procedure.

2. If FMCC-ESP is not satisfied with the response at Stage B, FMCC-ESP may elect to submit for arbitration by filing a demand for arbitration with the American Arbitration Association in accordance with its rules and procedures. The demand for arbitration must be filed within eight calendar days from receiving the Stage B response or when the Stage B response should have been received. Failure to file the demand within said eight days shall make the matter ineligible for arbitration or any other appeal and the case will be deemed to be closed.

3. All decisions rendered in such arbitration shall be final and binding.

4. The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action, hence, wholly replacing the statutory provisions provided in Sections 75 and 76 of the Civil Service Law.

C. Other Classifications:

1. Probationary, Provisional, Temporary and Seasonal Classifications: Any employee who does not have a permanent appointment in a competitive civil service classification shall not be entitled to appeal any disciplinary action.

2. Noncompetitive Classifications: An employee in a noncompetitive civil service classification who has completed five years of employment with the College shall be entitled to appeal disciplinary action in accordance with this Article.

## ARTICLE 11

### RESIDUAL POWERS

A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this agreement.

Before the Board adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this agreement, and which has not been proposed by the FMCC-ESP, the Board will notify the FMCC-ESP in writing that it is considering such a change. The FMCC-ESP will have the right to negotiate such items with the Board, provided that it files such a request with the Board within five (5) calendar days after receipt of said notice.

B. This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

C. The Board, on its own and on behalf of the sponsoring Boards of Supervisors, hereby retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon it and vested in it by law, except as limited by the expressed terms of this agreement.

D. If any provision of this agreement or any application of the agreements to any FMCC-ESP member or group of FMCC-ESP members shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or application shall continue in full force and effect. If a determination or decision is made as contemplated hereby, the parties to this agreement shall convene immediately for purposes of negotiating a satisfactory replacement for such article or part thereof.

E. Copies of this agreement, with Handbook incorporated, shall be printed at the expense of the College and given to all employees employed by the Board within two (2) weeks after its execution or employment if that occurs later.

## ARTICLE 12

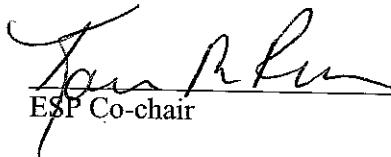
### DURATION OF AGREEMENT

This contract shall be effective as of September 1, 2025, and shall continue in effect through August 31, 2028.

**Clerical Unit  
FMCC-ESP**

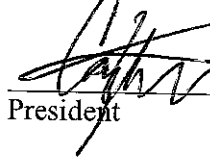


ESP Co-Chair



ESP Co-chair

**Board of Trustees of  
Fulton-Montgomery  
Community College**



President

## SCHEDULE A

A. Starting Salaries: All new employees will be compensated as follows for the first year of employment:

<b>Position:</b>	<b>9/1/25 - 8/31/26</b>	<b>9/1/26 - 8/31/27</b>	<b>9/1/27 - 8/31/28</b>
Clerk	\$34,684	\$35,378	\$36,793
Library Clerk	\$34,684	\$35,378	\$36,793
Typist	\$34,684	\$35,378	\$36,793
Stenographer	\$35,781	\$36,497	\$37,956
Account Clerk	\$35,781	\$36,497	\$37,956
Senior Clerk - Records	\$36,595	\$37,327	\$38,820
Senior Library Clerk	\$36,595	\$37,327	\$38,820
Senior Typist	\$36,595	\$37,327	\$38,820
Senior Account Clerk	\$37,712	\$38,466	\$40,005
Senior Stenographer	\$37,712	\$38,466	\$40,005
Computer Operator	\$38,689	\$39,463	\$41,041
Principal Clerk	\$38,689	\$39,463	\$41,041
Technical Asst/Enrollment Mgmt	\$38,689	\$39,463	\$41,041
Technical Assistant/Admissions	\$38,689	\$39,463	\$41,041
Technical Asst/Student Dev	\$38,689	\$39,463	\$41,041
Computer Operator/Programmer	\$39,325	\$40,112	\$41,716
Financial Aid Clerk	\$41,158	\$41,982	\$43,661
Principal Account Clerk	\$41,158	\$41,982	\$43,661
Principal Stenographer	\$41,158	\$41,982	\$43,661
Purchasing Clerk	\$41,158	\$41,982	\$43,661
Campus Activities Asst	\$46,060	\$46,981	\$48,860
Administrative Assistant	\$46,060	\$46,981	\$48,860
Computer Services Coordinator	\$46,060	\$46,981	\$48,860
Computer Programmer/Analyst	\$49,112	\$50,095	\$52,098
Electronics Technician	\$52,461	\$53,510	\$55,651
Senior Computer Svcs Coord	\$52,461	\$53,510	\$55,651

B. During the term of this Agreement, the salaries of employees employed as of or subsequent to 9/1/25 shall be increased as follows:

2025-2026 2% *and*  
\$1,000 added to the base salary of each unit member, as a market adjustment

2026-2027 2%

2027-2028 4%

D. Any employee appointed to or promoted to a position in the bargaining unit shall be compensated at least at the starting salary when appointed to said position.

E. Longevity Increment: Effective September 1, 2025, an annual longevity increment in the amount of \$350 per year will be granted to full-time employees commencing in the fifth year of continuous service with the College and in each subsequent year, continuing through the fifteenth year of continuous service. A longevity increment of \$400 total per year shall be granted with the commencement of a full-time employee's sixteenth year of continuous service and in each subsequent year, continuing through the twentieth year of continuous service. A longevity increment of \$500 per year shall be granted with the commencement of a full-time employees' commencement of a full-time employee's twenty-first year of continuous service and for each subsequent year. Longevity will not be added to the base, and is not retroactive, but the payments made in each year will accumulate and be paid in addition to the prior years' payments.

F. Promotion: If an employee is promoted to a higher title, he/she shall receive an increase in salary upon promotion equivalent to the base pay of the new title or \$500 more than his/her current salary, whichever results in a higher salary.

G. Retirement Incentive: Employees who have accrued at least ten (10) years of full-time, continuous service with the College may receive a retirement incentive of ten thousand dollars (\$10,000) if they retire on their first date of eligibility for retirement, without penalty, under the requirements of the New York State and Local Employees Retirement System ("NYSLERS"). Notice of retirement must be given at least three months prior to the employee's retirement date, or in the 2024-2025 fiscal year only, on or before August 31, 2025 regardless of their NYSLERS status. The payment of the retirement incentive shall be made in the employee's final payroll check.

Schedule B

## Staff Evaluation

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Employee:

Position:

Department:

Period Covered:

Type of Review: Probationary

Annual

Supervisor/Evaluator:

### Philosophy

The evaluation of employees is necessary in any organization in order to provide a constructive and organized work force. It is important that the person evaluating, and the person being evaluated understand that the process is to be constructive and positive. Any evaluation form is only as effective as the capability of the supervisor/evaluator and the understanding of the employee. Certainly, the purpose of the evaluation is not only to provide a qualified staff but also to improve continuously the skills of the employees through constructive measures. The effectiveness of an evaluation hinges upon the establishment of a cooperative, constructive relationship between the evaluator and the employee being evaluated.

### Procedure

The College will appraise the performance of each staff employee. This performance appraisal is an opportunity for both the supervisor/evaluator and the employee to review and discuss the employee's work performance for this period by measuring the performance against expectations, job requirements, compliance with rules, goals, and development plan. Staff on probation will be evaluated 4 times during the probationary period thereafter, the employee will be evaluated annually on their anniversary date.

The supervisor/evaluator will evaluate the employee by considering the listed performance factors, selecting the appropriate rating (definitions included on this form). The supervisor/evaluator will hold an evaluation conference with the employee to review their performance. Employee has a right to respond in writing and said response will be attached to the evaluation. The Vice President/evaluator will promptly return the form to the Director of Human Resources. **Final evaluations for probationary employees must be submitted to the Director of Human Resources for permanent appointment consideration 4 weeks prior to the completion of their probationary period.** Original, completed forms will be maintained in the employee's personnel file and the employee will receive a copy.

**Rating Scale: Consider the following general explanations below each rating.**

The first column of this section lists performance factors and their measurable behaviors. In the second column, rate the employee's performance based on the following rating system. Comments are optional and can be added as necessary.

**1 - Does Not Meet Job Requirements**

Performance is either at a minimally acceptable level or does not meet minimally acceptable standards. There is need for immediate and significant improvement.

**2 - Meets Job Requirements**

Performance meets and sometimes exceeds expectations of current position. Employee shows initiative and requires minimal direction and guidance.

**3 - Exceeds Job Requirements**

Performance consistently exceeds expectations of current position. Employee shows extraordinary initiative and teamwork.

Performance Factor	Does Not Meet Job Requirements 1	Meets Job Requirements 2	Exceeds Job Requirements 3
<p><b>1. Job Knowledge and Skills</b> Consider the degree of technical knowledge and skills; understanding of job procedures and methods.  Comments:</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>2. Quality of Work</b> Consider competence, accuracy, neatness, thoroughness, planning and organizing work; problem-solving and decision-making abilities; communication skills (written and oral) Comments:</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>3. Productivity</b> Consider the amount of work produced; organization, efficiency, utilization of time, ability to meet schedules. Comments</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>4. Interpersonal Skills</b> Consider relationships with other employees, students and public. willingness to perform required duties and</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

to help others accomplish tasks, positive attitude. Comments:			
<b>5. Responsibility</b> Consider efforts to ensure successful completion of tasks; leading others in various tasks; extra efforts made to meet work demands; general assistance and dependability; discretion and use of confidential information. Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>6. Adaptability/Initiative</b> Consider ability to meet changing conditions; shifting priorities to maintain workflow; attempting to do more than minimum required; ability to be multi-task oriented. Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>7. Attendance/Punctuality:</b> Indicate number of sick days in rating period and any incidents of tardiness. Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**This Section to be completed during Evaluation Conference**

(Attach additional sheets where necessary)

**Specific Achievements and Strong Points:**

**Specific areas which the employee should improve upon:**

**Performance goals for the next evaluation period:**

**Training and development plan:**

**Supervisor's overall assessment:**

**If a Probationary Employee, do you think the**

**employee: Should pass probation:  yes  no**

**Should be continued on Probation:**

**Should be terminated:**

**If termination is recommended, please state reason(s):**

Evaluator's Name:

Evaluator's Title:

Evaluator's Signature

Date

Vice President

Date

This performance evaluation was discussed with me on the date noted. I understand that my signature attests only that a personal interview was held with me; it does not necessarily indicate that I agree with the evaluation.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

**Employee's Comments:**

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Reviewed by

Director of Human Resources  
Civil Service Appointing Authority

Date