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
BUILDINGS AND GROUNDS UNIT
Of
CSEA, INC., AFSCME, LOCAL 1000, AFL-CIO
(hereinafter referred to as the “CSEA")

September 1, 2012 through August 31, 2016
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>PAGE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. RECOGNITION</td>
<td>1</td>
</tr>
<tr>
<td>II. NEGOTIATION PROCEDURES</td>
<td>1</td>
</tr>
<tr>
<td>III. RIGHTS OF ASSOCIATION AND EMPLOYEES</td>
<td>2</td>
</tr>
<tr>
<td>IV. WAGE AND SALARY SCHEDULE</td>
<td>3</td>
</tr>
<tr>
<td>V. HEALTH INSURANCE BENEFITS</td>
<td>4</td>
</tr>
<tr>
<td>VI. FRINGE BENEFITS</td>
<td>5</td>
</tr>
<tr>
<td>VII. EMPLOYMENT POLICIES</td>
<td>11</td>
</tr>
<tr>
<td>VIII. PARKING PERMIT FEE</td>
<td>13</td>
</tr>
<tr>
<td>IX. GRIEVANCE PROCEDURE</td>
<td>14</td>
</tr>
<tr>
<td>X. DISCIPLINARY PROCEDURE</td>
<td>14</td>
</tr>
<tr>
<td>XI. AMERICANS WITH DISABILITIES ACT</td>
<td>15</td>
</tr>
<tr>
<td>XII. FAMILY MEDICAL LEAVE ACT</td>
<td>15</td>
</tr>
<tr>
<td>XIII. RESIDUAL POWERS</td>
<td>15</td>
</tr>
<tr>
<td>XIV. MANDATORY LEGISLATIVE ACTION CLAUSE</td>
<td>16</td>
</tr>
<tr>
<td>XV. SAVINGS CLAUSE</td>
<td>16</td>
</tr>
<tr>
<td>XVI. DURATION OF AGREEMENT</td>
<td>17</td>
</tr>
<tr>
<td>SIGNATURE PAGES</td>
<td>17</td>
</tr>
</tbody>
</table>

**SCHEDULE A:**

| GRIEVANCE MACHINERY                                                  | 18       |
| APPENDIX A: CIVIL SERVICE STATUS                                     | 21       |
| APPENDIX B: EQUILIZATION RATES                                       | 23       |
| APPENDIX C: IMPLICATIONS OF FOREGOING LANGUAGE.                      | 24       |
| APPENDIX D: SALARY SCHEDULES                                          | 25       |
| APPENDIX E: MEMORANDUM OF UNDERSTANDING                               | 26       |
| RESOLUTIONS                                                           | 27       |
AGREEMENT, made and entered into this __ day of __________, 20__ 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
BUILDINGS AND GROUNDS UNIT of
CSEA, INC., AFSCME LOCAL 1000, AFL-CIO
(hereinafter referred to as the "CSEA")

ARTICLE I
RECOGNITION

The Board of Trustees of the Fulton-Montgomery Community College hereby recognizes the Civil Service Employees Association, Inc., AFSCME Local 1000, AFL-CIO, as the exclusive representative for the CSEA Fulton-Montgomery Community College Unit of CSEA Local 818. The CSEA Unit shall exclusively represent all employees as set forth in Article IV.A of the Agreement, excluding Managerial/Confidential employees.

ARTICLE II
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 February 15 of the final 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 by the CSEA and the College, 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 III

RIGHTS OF ASSOCIATION AND EMPLOYEES

A. CSEA shall have unchallenged representation status for the maximum period permitted by law on the date of the execution of this agreement.

B. CSEA shall have exclusive payroll deduction of membership dues and other authorized deductions for bargaining unit employees and no other employee organization shall be accorded any such payroll deduction privilege throughout the unchallenged representation period.

C. CSEA shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined unit free from any interference, restraint, coercion or discrimination by the College or any of its agents.

D. CSEA shall be given, when requested (but not more than three [3] times per year), a list of employees including current addresses and date of hire.

E. Rights of Employees.

(1) Any employee covered by the provisions of this agreement shall be free to join or refrain from joining and, as a member, take an active role in activities of the CSEA without fear of coercion, reprisal or penalty from the CSEA or the College.

(2) An employee may bring matters of personal concern to the attention of the appropriate College representative and officials in accordance with applicable laws and rules, and may choose his own representative or appear alone in a grievance or appeal proceeding with the exception that CSEA may be permitted entrance to all such proceedings and shall be informed immediately of any decisions surrounding the case.

F. Agency Shop.

The College agrees to deduct from the wages of all non-CSEA members within the bargaining unit, an Agency Shop fee in the amount of the dues levied by CSEA, Inc. Such sums will be transmitted to CSEA, Inc., 143 Washington Avenue, Albany, New York at least monthly in a separate check. A listing of employees covered shall accompany each check.

CSEA hereby agrees to indemnify the College and hold harmless the College regarding any claims and suits pertaining to agency shop deductions. This includes legal fees and other expenses and costs incurred in defending such claims and suits in any forum, and any judgments or awards resulting therefrom.
ARTICLE IV

WAGE AND SALARY SCHEDULE.

A. Effective 9/01/12 as of the first pay period after the College begins to realize the full savings from the change to the NY 44 Trust by the bargaining unit members the base annual salary, (not including longevity) of each returning bargaining unit member from 2011/2012 shall be increased by one and one-half percent (1.5%). Provided, however, that should the Bargaining Unit Members ratify the Memorandum of Agreement for the successor Agreement on or before August 16, 2012 the one and one-half percent (1.5%) increase shall be retroactive to September 1, 2012.

Effective 9/01/13 the base annual salary (not including longevity) for each returning bargaining unit member from 2012/2013 shall be increased by one and one-half percent (1.5%).

Effective 9/01/14 the base annual salary (not including longevity) for returning bargaining unit members from 2013/2014 shall be increased by one and one-half percent (1.5%)

Effective 9/01/15 the base annual salary (not including longevity) for returning bargaining unit members from 2014/2015 shall be increased by one and one-half percent (1.5%).

The salary schedules shall be increased by one and one-half percent (1.5%) for each year of the Agreement.

B. Promotion. Employees on the payroll on or after September 1, 2008 that were or may be promoted to a higher compensated position shall receive the new salary for the position step or shall have five hundred dollars ($500) added to the base of their prior salary whichever results in the higher salary. This provision is retroactive to September 1, 2005 only for employees on payroll as of September 1, 2008. The employee shall move to the next step after one (1) year in the new title.

C. Employees hired after February 1, 2006, shall commence receiving longevity at the start of their seventh (7th) year of employment.

D. Shift Differential. Second and third shift employees in maintenance and custodial positions shall receive ten percent (10%) above the salary appropriated for the position for services between the hours of 3:00 p.m. and 7:30 a.m.

E. Longevity. An annual longevity increment in the amount of $25 will be granted full-time employees commencing the sixth (6th) or subsequent year of continuous service with the College, continuing through the tenth (10th) year of service. A longevity increment equal to the difference between the total of annual $25 increments received (inclusive of the 6th and 10th year of continuous service) and the sum of $500 will be granted with the commencement of a full-time employee’s eleventh (11th) year of continuous service with the College. In addition, the annual longevity increment of $50 will be granted with the commencement of the full time employee’s twelfth (12th) year of continuous service and for each subsequent year.
F. Out-of-Title Work. No employee shall be permanently employed under any title not appropriate to the duties to be performed. In the event an employee is temporarily assigned by the College to the duties and responsibilities of a higher classification, such employee shall receive the rate of such higher classification after five (5) consecutive work days. Except in the continuation of an emergency situation, no temporary assignment shall exceed sixty (60) consecutive work days.

G. An employee holding the appropriate New York State Sewage Treatment License, Water Operators License, Class B, and/or Pool Operators License and assigned this responsibility as a part of his or her duties by the College, will be paid, effective September 1, 2002, an additional $600.00. This amount will be payable upon proof of licensure.

ARTICLE V

HEALTH INSURANCE BENEFITS

A. All full time employees shall be eligible for health insurance coverage for themselves and their dependents pursuant to the then applicable terms and conditions of the plan or program provided by the NY 44 Trust without cost of premium to the employees with the exception of:

(1) Full-time employees presently contributing to the cost of health insurance shall continue to contribute in the amount of twelve and one-half percent (12 1/2%) of the premium of both (or either) the individual and dependent coverage for the first four (4) years of employment.

(2) Full-time employees hereafter hired and qualified for such benefits, for the first four (4) years of employment, shall contribute to the premium cost thereof in the amount of twelve and one-half percent (12 1/2%) of both (or either) the individual and dependent coverage.

Any and all cost 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 NY 44 Trust, 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. In the event that the College negotiates a change in health insurance plans with the Faculty Association, said changes shall be applicable to the Buildings and Grounds Unit. See separate MOA attached as Appendix E which suspends this provision of time stated therein.

D. 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.
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 1st of each year.

An employee may elect to resume coverage in the College’s hospitalization and major medical insurance plan on the first day of the following month provided the employee gives the College a minimum of five business days notice. The employee shall be subject to any terms, conditions and/or limitations pertaining to preexisting 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".

Retirees are not eligible for the health insurance "buy-back".

ARTICLE VI
FRINGE BENEFITS

A. Retirement Program. The College agrees to provide the retirement plan known as 75i under the New York State Employees' Retirement system, in addition to the following:

   (1) Unused sick leave applied for additional service (41j);
   (2) Guaranteed minimum death benefit of three times the annual rate of pay, but limited to $20,000. (60b).

B. Sick Leave.

   (1) Each full-time employee shall accumulate one (1) sick day for each month of service to an accumulated total of one hundred eighty (180) days. Each employee shall receive a thirteenth day of sick leave on September 1 of each year. The amount of sick leave accumulated at the time of disability or illness shall be available in full.

   (2) The College shall have the right to obtain medical Certification of all sick leave as well as certification of the ability to return to full duty. The College may require a physical examination for employees when necessary to determine their fitness for duty, at the expense of the College.

   (3) Certification may be evaluated in conjunction with the circumstances of the absence to determine the legitimate use of leave. Where an employee has demonstrated a misuse of sick leave accruals during the fiscal year, the employee shall be counseled by management and shall be notified in writing that the employee may be required to provide a doctor’s certificate for each future absence for a period of no more than six months from the date of written verification. At the conclusion of the six month period attendance will be
re-evaluated and if the employee has demonstrated proper use of accruals, the College shall notify the employee in writing that misuse has ceased. If misuse is deemed to have continued, the requirement to bring in doctors certification may be renewed for another six month period and will be re-evaluated. Misuse of sick leave may be subject to discipline.

(4) All continuous part-time employees who work an average of twenty (20) hours per week shall receive one-half (1/2) day sick leave for each month of service.

(5) Sick leave usage shall be accounted for in units of fifteen (15) minutes.

(6) Upon retirement, an employee may receive one hundred percent (100%) of accumulated sick leave in cash, one hundred percent (100%) of accumulated sick leave may be applied towards health insurance premiums, or fifty percent (50%) may be received in cash and fifty percent (50%) may be applied to retiree health insurance premiums, with a maximum of 180 days. Notice of retirement must be given no later than September 1st prior to retirement.

(7) One-half (1/2) of a deceased employee’s accumulated sick leave credits shall be applied to Health Insurance premiums for such employee’s dependents.

(8) Medical verification shall be necessary in order to receive pay where sick leave is used before or after a vacation period.

(9) Employees shall be required to notify their supervisor one-half (1/2) hour prior to the start of the shift if they are requesting sick leave.

(10) An employee must use all available leave credits before using a “no pay” sick day.

C. Personal Leave.

(1) Employees shall be entitled to five (5) days personal leave for personal business such as religious observances, etc., provided the employee requests said personal leave at least twenty-four (24) hours in advance, from his/her supervisor. The request must be in writing on a form provided by the College.

(2) Personal leave is not cumulative.

(3) Continuous part-time employees and full-time employees in their first year of service shall have personal leave on a pro rated basis.

D. Jury/Witness Duty.

Paid leaves of absence for jury service or service as a witness under subpoena shall be granted with full pay less amount of jury compensation when employee is called upon for this
service. An employee on jury duty must present his/her notice of jury duty to his/her supervisor. Employees on second or third shift shall be granted a grace period of up to two (2) hours from their shift for purposes of preparation for work, provided such grace period is necessary. Preparation time is defined to include travel, change of clothing, and nourishment. An employee on jury duty must present his/her notice of jury duty to his/her supervisor.

E. **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 men of National Guard Units or reserve components of armed forces. Such leave shall normally be limited to thirty (30) work days a year.

F. **Leave Without Pay.** Leave of absence without pay shall be granted at the discretion of the College. Requests for such leave shall be filed by the employee with his/her supervisor, stating the reason and the expected duration of such leave. Such request shall not be unreasonably denied.

G. **Funeral Leave.**

1. A full-time employee may be absent for reason of death in his/her immediate family for not more than three (3) consecutive work days without loss of pay for each relative dating from day of death of the relative.

2. If such days exceed the period stated herein in any one year, the additional days may be charged to remaining sick leave or personal leave, if any.

3. "Immediate Family" is understood to include, parent, child, spouse, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, or any relative living in the household of the employee.

H. **Leave Credits.** Personal leave and funeral leave credits and, for returning employees, vacation leave credits shall be credited upon the commencement of the College fiscal year (September 1).

I. **Vacations.**

1. Vacation requests shall be submitted in writing on a form provided by the College. Summer vacation (June through August) requests shall be submitted by May 15th. Vacation shall be granted on the basis of seniority on each shift. Requests for full weeks of vacation by less senior employees shall be given preference over single vacation day requests by more senior employees.
(2) All permanent and continuous employees shall be granted a vacation in accordance with the following schedule:
   10 days after 1 year;
   15 days after 5 years;
   18 days after 10 years;
   20 days after 15 years.

(3) **New Employee:** Each new employee shall be entitled to five (5) days vacation after six (6) months of service; shall be entitled to ten (10) days vacation after one (1) year of 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 or more of service.

(4) 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 paid.

(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 half-time in a position in which two [2] weeks is the annual vacation allowance will be granted two [2] weeks vacation at a salary based on half-time or one [1] week full-time.)

(6) In the year in which the employee leaves the service of the College for any reason, the employee or his/her estate shall be paid for all unused vacation time.

(7) All vacations shall be taken in the fiscal year during which the employee becomes entitled thereto, and no part of such vacation shall be carried over from one year to another without prior approval, in writing, by the Employer.

J. **Holidays.**

(1) All full-time salaried employees and regularly employed hourly employees shall receive paid holidays as follows:
   - Martin Luther King Day
   - President's Day
   - Good Friday
   - Memorial Day
   - Independence Day
   - Labor Day
   - Columbus Day
   - Veterans Day
   - Thanksgiving Day
   - Friday after Thanksgiving
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) Unless on vacation or unless an employee can show proof of illness, all College employees failing to report to work on a working day prior to and immediately following a holiday shall not be paid for that holiday.

(3) Holiday pay shall equal eight (8) hours multiplied by the employee’s regular hourly rate.

K. Overtime.

(a) Time-and-one-half (1½) pay shall be paid for all hours worked beyond forty (40) hours per week, and for all hours worked on the two (2) unscheduled days in an employee’s work week.

(b) All time worked prior to or after the established work day schedule shall be compensated at a rate of one-and-one-half (1½) times the hourly rate. An employee working beyond the end of his eight (8) hour shift shall be paid one-and-one half (1½) times his regular hourly rate for the first four (4) hours and two (2) times his regular hourly rate for all hours continuously worked thereafter.

(c) Time-and-one-half (1½) shall be paid for all hours worked on a holiday, plus the holiday pay. An employee may, at his option, elect to take an alternative day off in lieu of the holiday pay on a day mutually agreed to by the employee and his supervisor.

(d) Employees working on Easter Sunday will receive compensatory time off for hours worked and will be compensated at time-and-one-half the normal rate.

(e) When computing overtime, vacation leave, personal leave, sick leave, funeral leave and holidays taken shall be considered as time worked.

(f) Overtime shall be assigned within classification and shifts on rotating seniority basis so that overtime is distributed as equitably as possible. Seniority lists shall be established. When a person accepts or refuses overtime when asked, he/she shall be placed at the bottom of the list. The list will be rotated to achieve equality. In all cases, overtime shall be assigned to those individuals qualified to perform the work needed, i.e., an electrical problem will not be assigned to a custodian.

(g) There shall be no pyramiding of overtime compensation.
I. **Recall.** If recalled to work on a regularly scheduled day off or more than four (4) hours before a regularly scheduled shift, an employee will be guaranteed four (4) hours work and shall be paid therefor at one-and-one-half times the employee's regular hourly rate.

M. **CSBA Meetings.**

(1) The College shall allow CSBA members one (1) hour with pay (per meeting) to attend four (4) meetings per fiscal year. Written notice of any such meeting shall be given the Employer by CSEA a minimum of four (4) days prior to the meeting date. Employees attending CSEA meetings at times outside their regularly scheduled shift shall not be paid extra compensation.

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

N. **Tuition Waiver.** Consistent with Internal Revenue Service regulations, an employee's dependents (husband, wife, non-emancipated children), as well as the employee, 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.

O. **Past Practices.** The College shall continue the practice of:

(1) Full use of lunchroom facilities;

(2) Free passes for school employees and their families for FMCC regular season athletic events.

(3) Free use of facilities upon approval;

(4) Use of College equipment for personal use upon approval of Employer; however, when an emergency weekend use of maintenance equipment (excluding vehicles) is needed, a sign-out sheet will be provided for his/her signature. Use of College equipment shall be limited to two days, unless prior approval is granted.

P. **Leave for Association Business.** The College will allow an aggregate five (5) work days off with pay to CSBA officers employed at the College for purposes of attending CSBA conventions, workshops, or Executive Board meetings; provided, however, the College is given at least forty-eight (48) hours advance notification. Only one CSEA officer is to be permitted time off at any one time.

Q. **Disability Insurance.**

(1) The College shall provide disability insurance for all employees in the bargaining unit under the New York State Disability Benefit Law.
(2) The employee has the option of using any or all of his/her accumulated sick leave credits before applying for Disability Benefits of Worker's Compensation Benefits.

(3) When in the judgment of the Employer the period of an employee’s disability will be an extended period, the employee’s position may be filled by a part-time or temporary employee. In such event, the disabled employee must provide not less than seven (7) calendar days notice of return.

R. **Job Posting.** Job and/or shift vacancy shall be posted in advance of the filling of such vacancy so employees on all shifts will have an opportunity to bid for such vacancies. Employees desiring consideration must notify their Department Head in writing. Positions shall be filled on the basis of qualifications within job specifications, to be determined by the department head, and where more than one (1) employee applies for the position that are equally qualified, then seniority shall determine the selection.

(See attached “Implications of Foregoing Language” for posting protocol.)

S. **Tardiness.** Employees who are unable to report to work on time, shall be required to notify their supervisor one-half (1/2) hour prior to the start of their scheduled shift.

**ARTICLE VII**

**EMPLOYMENT POLICIES**

A. **Work Schedule and Hours.**

(1) Operation and maintenance personnel shall work a full eight (8) hour day. Work schedules shall be established by the Superintendent of Buildings and Grounds.

(2) One-half (1/2) hour shall be granted to all unit personnel for lunch. Lunch time shall be arranged with the Supervisor as the need may require for a designated service.

(3) All employees assigned to work in the third shifts shall work eight (8) hours, including a paid one-half (1/2) hour lunch.

(4) Overtime must be authorized in advance by the Employer or its designee.

(5) Two (2) fifteen-minute coffee breaks per day shall be granted each employee, one before mid-shift and one after mid-shift, to be taken at a time designated by the immediate supervisor.

B. **Snow Emergencies.**

(1) When the College is closed for a snow emergency, all unit members shall report for their regularly scheduled shift.
(2) Employees who actually work during the snow emergency shall receive two times their regular rate of pay for those hours worked during such officially closed hours. For purposes of application of this paragraph, day class closing affects first shift maintenance employees and evening class closing affects second shift maintenance employees. Reasonable judgment shall be used in the application of snow days to third shift employees.

C. Boiler Watch.

(1) If, in addition to theft regular duties, employees are assigned to perform the boiler watch function on a holiday or on a Saturday or Sunday when Saturday or Sunday is part of their forty (40) hour work-week, employees shall be paid one-and-one-half (1½) times their regular hourly rate for all hours worked on each day so assigned.

(2) The College may assign non-bargaining unit personnel to perform the boiler watch function.

(3) Should the College elect to have the boiler watch function performed by non-bargaining unit personnel, a qualified member of the bargaining unit shall be available for emergency call-ins.

(4) A maintenance employee “on call” shall be paid fifty dollars ($50.00) standby pay to be available for call-in for a period of twenty four (24) hours commencing the beginning of the day shift. If called in, such employee shall be paid one and one-half (1½) times his regular hourly rate for all time worked, with a guaranteed minimum of two (2) hours.

D. Credits/Salary Statement.

(1) Employees shall receive semi-annually a written statement as to their accumulated sick days, vacation days, personal leave days, and compensatory time.

(2) Employees shall receive, on or before November 1 of each year, a written statement of their salary and benefits.

E. Provisional Employees. Provisional employees (excluding temporary employees) shall be treated the same as permanent employees with respect to pay and all contract benefits accorded permanent employees.

F. Rules of the Time Clock: The following rules and regulations shall apply:

(1) Tardiness. Excessive tardiness cannot be tolerated and penalties for same will be imposed by the Employer. Any employee finding it necessary to be tardy should notify his/her supervisor or department head of such tardiness and reason for
same. Tardiness may be excused by the College without charge against accumulated vacation or sick leave.

(2) **Time Cards.**

(a) Each employee shall file his/her time card with the Office of the Superintendent of Buildings and Grounds bi-weekly in the a.m. following the close of the pay period.

(b) Absences must be noted by the employee on the time card in the space that is normally punched, specifying vacation, sick leave, personal leave, etcetera.

(c) Failure to comply with the rules of the time clock may result in disciplinary action.

(d) Time record rules shall not change, amend, or modify College personnel policies or conflict with any Civil Service Commission regulations.

(e) Employees shall receive a photocopy of their time cards.

(f) If due to extreme weather conditions an employee is unable to leave the College grounds, with prior approval he/she may work the time that he/she is unable to go home.

G. **Counseling Memorandums.** If an employee believes that a counseling memorandum is inaccurate, the employee shall have the right to submit a response to the memorandum, with a copy to be placed in the employee’s personnel file.

Employees shall have the right to request removal of any counseling memorandums in their personnel file that are two (2) or more years old, which may be removed in the discretion of the College. Any grievance relating to this section may be filed up to Stage “C” of the Grievance Procedure.

H. **Employee Evaluations.** The parties agree to implement an employee evaluation which shall contain an appeal process, which shall not be grievable.

**ARTICLE VIII**

**PARKING PERMIT FEE**

Members of the bargaining unit shall pay a parking permit fee as determined by the Board of Trustees when FACE and the Clerical Unit agree.
ARTICLE IX

GRIEVANCE PROCEDURE

The Grievance Procedure shall be as set forth in Schedule “A” hereto and incorporated in this Agreement by this reference.

ARTICLE X

DISCIPLINARY PROCEDURE

A. Discipline for Just Cause.

(a) 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 CSEA.

B. Appeal.

(a) If the employee and/or CSEA disagree with the disciplinary action, CSEA may appeal the matter in accordance with Stage C of the grievance procedure.

(b) If CSEA is not satisfied with the response at Stage C, CSEA 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 after receiving the Stage C response or when the Stage C 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.

(c) All decisions rendered in such arbitration shall be final and binding.

(d) 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.

(a) 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.

(b) Noncompetitive Classifications: An employee in a noncompetitive civil service classification who has completed their six (6) month probationary period with the College shall be entitled to appeal disciplinary action in accordance with this Article.
ARTICLE XI

AMERICANS WITH DISABILITIES ACT

A. With respect to compliance by the College with the provisions of the Americans with Disabilities Act and regulations issued pursuant to the Act, the Union agrees that it shall have the same obligations as the employer with respect to reasonable accommodation.

B. With respect to the Employer’s attempt to a reasonable accommodation in accordance with the provisions of the Act, and regulations issued pursuant to the Act, the Union shall have an affirmative obligation to assist the employer in achieving any such accommodation.

ARTICLE XII

FAMILY MEDICAL LEAVE ACT

A. Paid contractual leave shall be considered towards satisfying the College’s obligation under the Family and Medical Leave Act. Leave under the Family Medical Leave Act cannot be pyramided with other leave. The College may require an employee to use paid contractual leave towards satisfying the College’s obligation under the Family Medical Leave Act.

ARTICLE XIII

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 College adopts a change in policy which affects a condition of employment or impact thereof which is not covered by the terms of this agreement, the College will notify the CSEA, in writing, of such change. The CSEA will have the right to negotiate such items with the College provided that it files a written request with the College within five (5) calendar days after receipt of said notice.

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

C. The College, on its own behalf and in 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. Copies of this agreement shall be printed at the expense of the College and given to all employees now employed or hereafter employed within two (2) weeks after its execution or employment whichever is later.
ARTICLE XIV

MANDATORY LEGISLATIVE ACTION 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 GIVEN APPROVAL.

ARTICLE XV

SAVINGS CLAUSE

A. If any article or part of this agreement or any addition thereto should be determined to be in violation of any federal, state, or local law, or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of the agreement or any addition thereto shall not be affected.

B. If a determination be made as indicated in section “A” hereof, the parties shall convene for purposes of negotiating a satisfactory replacement for such article or part thereof.
ARTICLE XVI

DURATION OF AGREEMENT

This contract shall be effective as of September 1, 2012 and shall continue in effect through August 31, 2016.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in the manner following on the day and date specified herein.

BOARD OF TRUSTEES OF
FULTONMONTGOMERY COMMUNITY COLLEGE

By: ____________________________
Dustjin Swanger, President
Fulton-Montgomery Community College

Dated: 4/15/13

FULTON-MONTGOMERY COMMUNITY COLLEGE BUILDINGS AND GROUNDS UNIT OF THE FULTON COUNTY LOCAL OF THE CSEA, Inc.
AFSCME Local 1000, AFL-CIO

By: ____________________________
Lee Kosiba, CSEA President

Dated: 3/26/13

By: ____________________________
Charles Barky, Labor Relations Specialist

County of Fulton
Ratified on: October 9, 2012

County of Montgomery
Ratified on: September 25, 2012
SCHEDULE A

GRIEVANCE MACHINERY

Section I – Definitions

1.1 A grievance is a claim by any employee or group of employees in the negotiation unit based upon any claimed violation, misinterpretation, misapplications, or inequitable application of this agreement.

1.2 The term supervisor shall mean any person having authority to administer or supervise personnel within a department of the College.

1.3 The Chief Officer is the President of the College.

1.4 Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.

1.5 Party-in-Interest shall mean the CSEA and any party named in the grievance who is not the aggrieved party.

1.6 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage of grievance heretofore.

Section II – Procedures

2.1 All grievances shall include the name and position of the aggrieved party, the identify of the provision of the agreement involved in the grievance, the time and 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.

2.2 Except for informal decisions, all decisions shall be rendered in writing, and shall be promptly transmitted to the employee and the CSEA.

2.3 If the grievance affects a group of employees, it may be presented by a person affected on behalf of others similarly situated.

2.4 The preparation and processing of grievances, insofar as possible, will be done during working hours without interruption of general business.

2.5 All material, records, relevant documents, and communications concerning the alleged grievance which will facilitate investigation shall be made available.
2.6 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, if any, of the proceedings made at each and every stage of this grievance procedure.

2.7 No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the President, any member of the Administration, or by the CSEA against the aggrieved party, any party in interest, any representative of any party to this agreement, or any participant in the grievance procedure.

2.8 Forms for filing grievances and other necessary forms will be jointly developed and distributed by the College and the CSEA.

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

2.10 Nothing contained herein will be construed as limiting rights of an employee 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 the intervention of the CSEA or any other person, providing the adjustment is not inconsistent with the terms of his agreement.

Section III -- Time Limits

3.1 No grievance will be entertained unless received in writing and forwarded to the proper parties within fourteen (14) working days after the occurrence of the act or condition on which the grievance is based.

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

3.3 Failure to communicate a decision to the aggrieved party, his/her representative, and the CSEA within the specified time limit shall permit the lodging of an appeal to the next stage of the procedure within the time which would have been allotted and the decision been communicate by the final day.

Section IV

4.1 Stage A -- Supervisor. Any employee having a grievance will either personally or through his/her representative discusses the matter with his/her immediate supervisor with the object of resolving the matter informally.

4.2 Stage B -- Grievance Not Resolved Informally. If the grievance is not resolved informally with
the immediate supervisor, it shall be reduced to writing and presented to the immediate supervisor. Within three (3) working days after the written grievance is presented to the immediate supervisor, the supervisor shall render a decision thereon in writing and present it to the employee, his/her representative, and the CSEA.

4.3 Stage C – President

(a) If the employee initiating the grievance is not satisfied with the decision from the supervisor and wishes to proceed further, he/she shall, within five (5) working days, present the grievance to the CSEA Grievance Committee for its consideration. If the Committee finds that the employee’s grievance is meritorious, then file a written appeal for the decision at Stage B with the President within fourteen (14) working days after the employee has received such written decision.

(b) Within ten (10) working days after receiving the appeal, the President or his duly authorized representative shall hold a hearing with the employee or his/her representative and all other interested parties.

(c) The President shall render a decision, in writing, to the employee and his/her representative within five (5) working days after the conclusion of the hearings.

4.4 Stage D – Arbitration

(a) If the employee and/or the CSEA are not satisfied with the decision at Stage C and the CSEA determined that the grievance is meritorious and that appealing it is in the best interest of the CSEA and the employee, it may submit the grievance to the Public Employment Relations Board for arbitration, with a copy to the President, within ten (10) working days of the decision at Stage C.

(b) The parties will be bound by the rules and procedures of the Public Employment Relations Board in the selection of an arbitrator.

(c) The arbitrator shall not have the 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.

(d) The decision of the arbitrator shall be final and binding upon all parties.

(e) Costs of arbitration shall be borne equally by the College and the CSEA.
APPENDIX "A"

CIVIL SERVICE STATUS

Section 1.

Positions in the competitive class must be filled by competitive examination. The three major categories of appointments to competitive positions are:

1. **Permanent**: chosen from a list established by competitive examination;

2. **Provisional**: selected to fill a position for which no appropriate eligible list exists at the time;

3. **Temporary appointee**: filling the position of a permanent employee on leave of absence; appointed for a few weeks, pending the appointment of someone who will fill the position permanently; or appointed for a short period to aid in carrying out some project of a temporary nature.

Section 2. **Probationary Period.**

The probationary period is twenty-six (26) weeks duration. Changing job title requires a new probationary period.

Permanent status is obtained upon completion of the probationary period.

Section 3. **Promotion.**

Higher grade positions, as far as possible, will be filled by promotion from lower grades.

To be promoted one must take an examination as for the original appointment. The length of time one must serve to be eligible for promotion is usually one (1) year. Seniority and work performance rating may be taken into account in the calculation of the final promotion examination rating.

Employees who accept promotions (permanent, probationary, provisional, or temporary), which for any reason terminates, at his or her option shall be returned to the prior duties, classification, and shift work with no loss in seniority.

Section 4. **Reduction in Staff.**

Employees may be demoted or laid off for reasons of economy or other circumstances which do not reflect on the character of the employee or his/her efficiency. In demotions and layoffs, the newest appointees in College service are the first to be dismissed, with due regard for veteran's preference.
Section 5. Record of Attendance.

Bi-weekly time records showing actual hours worked by each employee shall be maintained.

Section 6. Safety.

No employees will be required to work under conditions that are manifestly dangerous. If injured or disabled while on the job, employees are covered by the Workers’ Compensation Law.
**APPENDIX "B"**

**EQUALIZATION RATES**

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APPENDIX "C"

Intelligent of Operating Languages

When positions are posted, it would be posted internally first the members of the district determine if they were interested in the position. Rankings of the personnel would applied, civil service would determine the applicants' qualifications. This list would be provided to the College. The Superintendent would then review the employees' personnel records to determine the performance (not related to the job specification). In the view of the or more qualified demonstrating equal qualifications, meeting the position's requirements, should CSEA determine that a promotion or hire decision was appropriate, it would take the necessary steps to resolve the issue.

AGREED:

Montgomery Community College

By: ____________________________
Date: __/__/2018

Bulldog and Osceola Unit of CSEA, Inc.

By: ____________________________
Date: __/__/2018
MEMORANDUM OF AGREEMENT

By and Between Fulton-Montgomery Community College

and

the Building and Grounds Unit of

the CSBA, Inc., AFSCME, LOCAL 1000, AFL-CIO

WHEREAS, the Collective Bargaining Agreement between the Fulton Montgomery Community College and Buildings and Grounds Unit of the CSBA, Inc., AFSCME, Local 1000, AFL-CIO, effective September 1, 2012 through August 31, 2016, under Article V(c) thereof provides in words or substance that in the event that the College negotiates a change in health insurance plans with the Faculty Association, said changes shall be applicable to the Building and Grounds Unit;

WHEREAS, the parties wish to suspend the provisions of Article V(c) for a period of time;

NOW, THEREFORE, pursuant to Article V(c) the parties agree that those provisions in the respective Collective Bargaining Agreement will be suspended for the period of time that the College maintains the insurance pursuant to the NY 44 Trust.

All other terms and conditions with respect to Collective Bargaining Agreement shall continue.

Dated:
FULTON-MONTGOMERY COMMUNITY COLLEGE
BUILDINGS AND GROUNDS UNIT OF THE CSBA, Inc., AFSCME, LOCAL 1000, AFL-CIO,

By: 

By: 

By: 

FULTON-MONTGOMERY COMMUNITY COLLEGE

By: 

By: 

By: 

- 26 -
RESOLUTION AUTHORIZING MEMORANDUM OF AGREEMENT BETWEEN FMCC BUILDINGS AND GROUNDS UNIT, FULTON-MONTGOMERY COMMUNITY COLLEGE, FULTON COUNTY AND MONTGOMERY COUNTY 2012-2016 COLLECTIVE BARGAINING AGREEMENT (BOARD OF SUPERVISORS)

WHEREAS, Fulton-Montgomery Community College has recommended entering a Collective Bargaining Agreement with the FMCC Buildings and Grounds Unit, and

WHEREAS, said Agreement shall be for a period commencing on September 1, 2012 and ending on August 31, 2016,

RESOLVED, that the Chairman of the Board of Supervisors, following review and approval by the County Attorney, hereby is authorized and directed to sign a Memorandum of Agreement between the Civil Service Employees Association, Inc., AFSCME, Local 1000, AFL-CIO, FMCC Buildings and Grounds Unit, Fulton-Montgomery Community College, Fulton County and Montgomery County, as attached hereto and made a part hereof, and

FURTHER RESOLVED, that this Resolution is contingent upon adoption of a similar Resolution by the Fulton County Board of Supervisors.

RESOLUTION VOTE, passed with Ayes(18), Nays(1). Supervisor Stagliano voted Nay. Supervisor Genco was absent. (9/26/2012)

Counties

Resolutions

RESOLUTION NO. 189 of 2012
DATED: September 26, 2012

STATE OF NEW YORK County of Montgomery as it

This is to certify that I, the Undercounty Clerk of the Board of Supervisors of the County of

resolutions hereinafter referred to, have caused the same to be subscribed by the Chairman, the Clerk, and by the County Attorney, and the same to be signed by the Chairman, the Clerk, the County Attorney and the Secretary of the Board.

1/16/2013

http://www.co.montgomery.ny.us/resolutions/freeprint.aspx?ID=4315
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Resolution No. 355

Supervisor PAGAN offered the following Resolution and moved its adoption:

RESOLUTION APPROVING COLLECTIVE BARGAINING AGREEMENT BETWEEN
FULTON-MONTGOMERY COMMUNITY COLLEGE, FULTON COUNTY,
MONTGOMERY COUNTY AND FMCC BUILDINGS AND GROUNDS UNIT

RESOLVED, That the Fulton County Board of Supervisors, by this Resolution, hereby approve the official Memorandum of Agreement, as attached hereto, between Fulton-Montgomery Community College, Fulton County, Montgomery County and FMCC Buildings and Grounds Unit, CSEA, Inc., AFSCME, Local 1000, AFL-CIO, for the period beginning June 1, 2012 and ending August 31, 2016 and, be it further

RESOLVED, That approval of this Resolution is contingent upon adoption of a similar resolution by the Montgomery County Board of Supervisors; and, be it further

RESOLVED, That the Board of Trustees and FMCC Administration do and every other thing necessary to carry out the purpose of this Resolution; and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, FMCC, Montgomery County Board of Supervisors, Montgomery County Treasurer, Recorder, William Gold & Johnson, Budget Director/County Auditor and Administrative Officer/Clerk of the Board.

Seconded by Supervisor WALDRON and adopted by the following vote:

Total: Ayes: 19 Nays: 0 Absents: 1 (Supervisor Johnson)

STATE OF NEW YORK
COUNTY OF FULTON

I, Joe R. Street, Clerk of the Board of Supervisors of Fulton County hereby certify that I have examined the foregoing resolution, adopted by the Board of Supervisors of said County, at a duly called and held meeting of said Board on the 9th day of OCTOBER 2012, and the same is a true and correct transcript thereof and the whole thereof.

Joe R. Street, Clerk of the Board of Supervisors of Fulton County

[Signature]

[Date: 9th day of OCTOBER 2012]