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A02 / 8913



CONTRACT BETWEEN
THE PROFESSIONAL AND SUPERVISORY ALLIANCE
OF JAMESTOWN COMMUNITY COLLEGE
AND
THE BOARD OF TRUSTEES
OF JAMESTOWN COMMUNITY COLLEGE

SEPTEMBER 1, 2003 – AUGUST 31, 2007

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUL 14 2009

ADMINISTRATION

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RECOGNITION

The college recognizes the Professional and Supervisory Alliance as the sole and exclusive representative for the professional and supervisory employees of the college for the collective bargaining negotiations with respect to salaries, terms and conditions of employment, and the administration of grievances. The bargaining unit shall consist of all non-instructional professional and supervisory personnel including the following titles:

- Assistant Controller
- Assistant Coordinator of Admissions and Recruitment
- Assistant Director of Admissions and Recruitment
- Assistant Director of Buildings and Grounds
- Assistant Director of Computer Training – Continuing Education
- Assistant Director of Continuing Education
- Assistant Director of Financial Aid
- Associate Director of Buildings and Grounds
- Associate Director of Continuing Education
- Athletic Coordinator
- Athletic Trainer
- Community Relations Assistant Cattaraugus Campus
- Computer Systems Manager
- Computer Trainer/Coordinator
- Community Relations Coordinator
- Computer Training Coordinator
- Coordinator of Admissions and Recruitment
- Coordinator of Campus Life
- Coordinator of Disability Services
- Coordinator of the Scharmann Theatre
- Coordinator of Student Recruitment
- Director of Admissions & Recruitment, Multiple Sites
- Director of Buildings and Grounds
- Director of Business Services
- Director of Bridge College to Work
- Director of Campus Childrens' Center
- Director of Campus Life
- Director of Campus Life/Athletic Director
- Director of Collaborative Learning
- Director of College Health Services
- Director of Continuing Education
- Director of Community Cultural Center
- Director of Distance Learning
- Director of External Resources
- Director of Financial Aid
- Director of Northwestern Pennsylvania Outreach/Warren Center
- Director of Hardware and Network Services
- Director of Instructional Computing and Software Services
- Director of MIS
- Director of North County Center
- Employment Development Specialist
- Gear Up Coordinator
- Health Center Nurse/Assistant Director of College Health Services
- Instructional Research Analyst
- Network Systems Administrator
- Professional Instructional Technologist
- Project Manager
- Senior Business Counselor
- Senior Programmer/Analyst
- Senior Project Manager
- Programmer/Analyst
- Training Coordinator

Excluded from the bargaining unit are titles which are completely funded externally, are JCC Foundation employees, or have significant supervision over PASA members. For purposes of this section, "significant supervision" shall be as defined by PERB Case Law and require a significant role in directing, evaluating, hiring, and terminating PASA members. The college will discuss any newly created, non-instructional, professional, and supervisory personnel positions with the Alliance prior to final determination of unit placement.

ALLIANCE RIGHTS

1. The Alliance and its representatives shall have the right to use appropriate space for its business meetings without charge.
2. The Alliance shall have the right to post notices of its activities and matters concerning the Alliance on bulletin boards or in lounges and departments. The Alliance may use campus mail service, electronic messaging, and members' mailboxes for communication to members.
3. Duly authorized representatives of the alliance shall be permitted to transact official business, to a reasonable degree, on college property at all reasonable times, provided that this shall not interfere with or interrupt normal college operations.
4. The Alliance shall have the right to use college office machines and equipment at times when such equipment is not in use. The Alliance shall pay for the cost of all materials and supplies.
5. Alliance members shall incur no loss in pay for administering this agreement including processing grievances, negotiating contracts, and other items limited to the administration of this agreement. The college may grant Alliance members and/or officers leave time to attend labor management conferences or workshops, on an event-by-event basis.
6. The college agrees to furnish the Alliance, in response to reasonable requests from time to time, all necessary information for grievances and negotiations regarding the staffing and the financial resources of the college, including annual financial reports and audits, register of Alliance personnel, tentative budgetary requirements and allocations, treasurer's reports, names and addresses, and position on the salary schedule of all members and such other information as will be needed to assist the Alliance in processing grievances or in contract negotiations.
7. A copy of the agenda of the Board of Trustees meetings will be sent to the president of the Alliance prior to each regular meeting. Minutes of all Board of Trustee meetings will be sent to the president of the Alliance after approval by the Board.

EMPLOYEES AND ALLIANCE RIGHTS

An employee is expected to give at least one month's notice when terminating employment. In the event less than one month's notice is given, JCC shall be authorized to reduce any payment for accrued benefits to offset the shortened period of notice.

Should a permanent employee be terminated except for performance reasons, the employee shall be given one month's notice if the employee's years of continuous service are fewer than five years, or two month's notice if service is five years or more. At the discretion of the administration, severance pay may be substituted for all or a portion of the period of the notice.

When professional and supervisory vacancies occur, the human resource office will post the position on departmental bulletin board and notify PASA.

Individual personnel files shall be open to the individual employee. There will be only one official personnel file and it shall be retained by the human resource office. When an item concerning work performance, employee evaluation, or discipline is placed in an employee's personnel file, the employee shall be offered the opportunity to read and sign the item. The employee's signature shall indicate that the employee has read the item but does not indicate that the employee agrees with the content therein. If an employee refuses to sign the item, it shall be noted before being placed in the folder. The employee shall have the right to attach a written response to any item in his/her personnel folder. The employee shall be provided a copy of the item.

JUST CAUSE/DISCIPLINE/DISCHARGE

No employee shall be disciplined, reprimanded, reduced in rank or compensation, suspended, dismissed, or denied continuous service without just cause.

"Discipline." The parties affirm the concept of progressive discipline including oral warning, written warning, written reprimand, suspension, and termination.

"Progressive Discipline." Employees committing the following actions shall be warned in writing for a first offense, receive three (3) days suspension without pay for a second offense, and shall be terminated for a third offense:

- Failure to follow proper safety procedures
- Repeated tardiness
- Abuse of sick leave
- Insubordination
- Misuse of college property
- Repeated absence from worksite without permission
- Discourteous treatment of the public or other employees
- Threatening physical harm to any individual on campus
- Gross incompetence

Any employee committing a first offense in the above areas, who has no second offense within a thirty (30) month period, will have the warning removed from their personnel file and again be considered eligible for first offender status. The employee shall be responsible for notifying the human resource office that the thirty (30) month period has expired.

Employees committing the following actions will receive three (3) days suspension without pay and shall be terminated for a second offense:

- Neglect of duty
- Drunkenness while on duty
- Manufacturing, distributing, possession, and/or using controlled drugs on any college owned or controlled property
- Destroying college property
- Dishonesty resulting in harm to individuals or the college

Employees who commit a second alcohol or drug use offense may avoid termination by agreeing to a rehabilitation program approved by the college. A subsequent offense following rehabilitation will result in termination.

Employees convicted of a drug-related offense committed on college-owned or controlled property must notify the college within five (5) days.

Employees committing the following actions shall be terminated:

- Fraud in securing employment
- Theft of college property
- Conviction of a felony
- Causing physical harm to any individual on campus except for just cause
- Three (3) days absence without notice.

Documentation of any offense and a description of the actions taken shall be placed in the employee's personnel file. Employees who are using an excessive amount of sick leave may be required to provide a written doctor's certificate at the employee's expense in order to receive payment for the sick day in question.

AGENCY FEE

The college agrees to deduct from the wages of all employees in the bargaining unit an agency fee and promptly transmit the funds to the Alliance account. The Alliance will provide a list of officers and the amount of dues to be deducted annually. PASA shall defend and save the college harmless against any and all such claims, suits, or other forms of liability that shall or may arise by reason of action taken by the college to comply with the article.

WORK WEEK/ATTENDANCE AND ABSENCE

The normal work week for all full-time employees shall be 35 hours per week. During the summer, full-time employees will work a four-day workweek, totaling 32 hours, with compensation based on 35 hours. With the approval of the supervisor, an employee may work a five-day workweek with shorter hours each day.

If an individual is assigned work beyond the length of their regular work year, a per diem rate will be established based on their regular work year salary, and said rate will be paid for each and every day worked beyond the aforementioned regular work year. Any and all benefits afforded an individual that accrue as a result of their work schedule will also be pro-rated if additional work time is scheduled. JCC shall have the right to assign up to two (2) weeks of extended work per year per employee upon at least thirty (30) days notice provided that the employee and supervisor jointly establish the schedule for such extended work. Work time beyond two (2) weeks of extended work per year may be scheduled if both the employee and supervisor agree to it.

An employee shall be entitled to his/her usual salary for the days he/she serves as a juror in any court, less any jury pay received.

If the college is closed due to inclement weather prior to the beginning of the employee's workday, employees shall be paid for that day and shall not be expected to report for work unless their duties require their appearance. If the college is closed due to inclement weather during the workday, employees will be released from their duties at the earliest opportunity and shall be compensated for the entire workday. (Note: cancellation of classes does not mean that the college has been closed.)

Employees in the Professional and Supervisory Alliance, by the nature of their positions, are expected to work more than the normal hours of their department. Subject to approval of their supervisors, PASA members may be allowed to take off reasonable amounts of time without regard to their vacation, personal days, or sick leave.

PROFESSIONAL DEVELOPMENT

A fund will be established for professional staff development totaling \$6,000 per year. An individual may apply for a maximum of \$1,000 every other year. Decisions on disbursement of these funds will be made by a committee consisting of two Alliance members and two Administrators.

FRINGE BENEFITS FOR FULL-TIME EMPLOYEES

1. Vacation – Full-time employees shall be entitled to one month (22 working days) of vacation per year. On September 1 each year 2.75 vacation days will be posted on employee records; thereafter, vacation days will accrue at the rate of 1.75 days per month. Newly hired PASA employees who are in the first six months of their employment shall have 1.75 days per month posted to employee records. An additional 1 day (2.75 total) shall be posted during their seventh month of service, and thereafter they shall have days posted to employee records in the same manner as existing employees. Vacation time must be approved by the employee's supervisor and normally shall be scheduled in blocks of two weeks or less. Requests which deviate from this norm must be reviewed by the appropriate dean. No reasonable request shall be denied, so long as normal operations of the college and complete discharge of duties is not compromised. However, all vacation time must be taken in half-day blocks or more.

The employee's anniversary date shall be used to determine years of service. An employee may carry over from year-to-year up to twelve unused vacation days and be paid a maximum of one (1) year's accumulation when leaving the college. Vacation shall accumulate for only the months when the employee is actually working.

Alliance employees may opt to turn in five (5) or ten (10) unused vacation days per fiscal year for a cash value based on the employee's current salary. For those electing two weeks, the number of carry-over days may not exceed ten (10).

2. Holidays – All full-time employees will have thirteen (13) paid holidays, which may include New Year's, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. In addition, an employee may take two (2) "floating holidays" with the supervisor's prior approval. Floating holidays must be taken in the year in which they are earned.

3. Personal and Bereavement Leave – Each year, employees will be entitled to three (3) days of personal leave for religious holidays, weddings, funerals, emergencies, legal matters, immediate family illness, medical and dental appointments, and other legitimate reasons requiring employees to be absent from the workplace. Personal days cannot be used for sick leave, recreational purposes, or shopping and must normally have the supervisor's approval. Personal days cannot be accumulated. All personal day time must be taken in ½ day blocks or more. Part time employees are not entitled to personal days.

4. Sick Leave – Sick leave for full-time employees will accumulate at the rate of one and one half (1-1/2) days each month without limit. Sick leave is accumulative only for months when the employee is actually working. The pay out of sick leave shall not exceed ninety (90) calendar days, at which time Long Term Disability becomes effective. The cost of Long Term Disability Insurance shall be borne by the college. Sick leave may be used for doctor's or dental appointments, sickness of an immediate family member, or for bereavement purposes. In the case of a prolonged illness, a physician's certificate may be required. After one (1) year of service, all full-time employees are eligible for long-term disability insurance, beginning ninety (90) calendar days after the disability begins. All sick leave must be taken in half-day blocks or more. The college reserves the right at any time to open negotiations for the 2003/2004 contract year regarding payment for sick leave at retirement.

5. Sick Leave Payout at Retirement –Subject to the following schedule, all accumulated sick leave, up to one hundred twenty (120), will be paid to the employee upon retirement in a lump sum. Days in excess of one hundred twenty (120), up to one hundred sixty-five (165) additional, shall be used for the 41J retirement rider for ERS covered employees.

Group “A”

1. Group consists of individuals whose age + years of service as of 9/1/05 is 65 or greater.
2. Group A is grandfathered as follows “All accumulated sick leave, up to one hundred twenty (120), will be paid to the employee upon retirement in a lump sum. Days in excess of one hundred twenty (120), up to one hundred sixty-five (165) additional, shall be used for the 41J retirement rider for ERS covered employees. Any members of ERS with over two hundred eighty-five (285) days of accumulated leave and any member of TIAA-CREF with over one hundred twenty (120) days of accumulated sick leave will be paid at retirement at the rate of .20 of their final year’s salary for their days in excess of two eighty-five (285) or one hundred twenty (120) respectively.
3. Group does not receive the additional .5% annuity.
4. There is no current contract language regarding individuals in TRS and their sick leave payout options at retirement. The College proposes to treat them equal to TIAA-CREF participants for purposes of sick leave payout at retirement per the language in the current contract.
5. Any future TRS participants would be treated according to the terms of this sick leave payout proposal based on the group they fall into.

Group “B”

1. Group consists of individuals whose age + years of service as of 9/1/05 is between 50 and 64.99.
2. Group will receive an additional .5% matching annuity contribution effective 9/1/05.
3. If an individual requires an additional amount contributed in a lump sum to make sure they are kept whole, the negotiated lump sum payment adjustment will be deposited on or before as soon as practicable on or after 9/1/05 and 9/1/06 respectively.
4. Continuation of payment up to a maximum of 120 days of sick leave at retirement.
5. Members of ERS with over two-hundred eighty-five (285) days of accumulated leave and any member of TIAA-CREF and TRS with over one hundred twenty (120) days of accumulated sick leave will be paid at retirement at the rate of .10 of their final year's salary for their days in excess of 285 or 120 respectively.

Group “C”

1. Group consists of individuals whose age + years of service as of 9/1/05 is less than 50 and their date of hire is before 9/1/00.
2. Group will receive an additional .5% matching annuity contribution effective 9/1/05.
3. If an individual requires an additional amount contributed in a lump sum to make sure they are kept whole, the negotiated lump sum payment adjustment will be deposited on or before as soon as practicable on or after 9/1/05 and 9/1/06 respectively.
4. Members of ERS, TRS, and TIAA-CREF would be paid up to a maximum of 120 days of accumulated sick leave at retirement.

Group “D”

1. Members of ERS, TRS, and TIAA-CREF would be paid up to a maximum of 120 days of accumulated sick leave at retirement. Their date of hire is after 9/1/00.
2. Group will receive an additional .5% matching annuity contribution effective 9/1/05.

6. Paid and Unpaid Child Care Leave – A paid childcare leave may be granted to a male or female employee for reasonable periods of up to four (4) weeks. This leave must be taken within six (6)

months of the birth or adoption and all such time must be taken in half-day blocks or more. If both parents are college employees, only one shall be eligible for this leave. The college shall continue to furnish said employee with full insurance benefits on the same basis as if he/she had been actively at work. At the conclusion of either child care leave, the employee shall be reinstated to the status which he/she held when the leave began or to a comparable position, without decrease in the rate of compensation or loss of promotional opportunities, or any rightful privilege of employment. Additional unpaid leaves may be granted in accordance with the Family Medical Leave Act (FMLA).

7. Health Insurance

a. Full-time Employees: Full-time employees shall be eligible for coverage for themselves and all of their eligible dependents in accordance with the attached schedule of benefits. Employees participating in the medical and prescription insurance plans offered by the college will pay 15% of the cost of either the single or family plan. The cost of the plan is subject to change on a yearly basis. Representatives of PASA, other employee groups, and the administration will meet annually, before such rates are announced, to examine information upon which cost is calculated and the formula used to set employee contribution rates. New employees shall become eligible on the first day of employment.

b. Prescription Drugs – The co-pay on brand name prescriptions will be as follows:
0-30 days \$10
31-60 days \$15
61 and above \$25

The co-pay for generic prescriptions will be \$3.00/prescription regardless of supply.

c. Dental Insurance – The college shall pay the cost of an employee dental insurance coverage plan (separately described) beginning on the first day of employment. Optional dental coverage for dependents shall be available at the employee's expense.

d. Early Retirement – In the case of early retirement of an employee at the age of 55 years or over who has been employed at the college for 10 years or more, full insurance coverage will be provided for the employee and his/her eligible dependents for one year upon the same terms and conditions as for an active employee. The college shall continue payment of its portion of the health insurance (retiree only) until the retiree reaches the age of 65 or qualifies for Medicare. Insurance benefits for the employee's dependents after the first year may be purchased from the college at the employee's expense for 100% of the dependent coverage.

Employees shall have the annual right to waive group health insurance and/or prescription drug coverage for themselves and/or their dependents, after certification that the employee has coverage through other sources and has obtained spousal consent for waiver of their dependent coverage. An employee may rejoin either plan each September or at any time either coverage through other sources is lost. The college shall pay employees waiving group insurance a rebate equal to one-third of the cost of such coverage, payable over the portion of the fiscal year in which the waiver exists in the biweekly paycheck. COBRA benefit entitlements at the time of separation will be affected by the rebate since the employee is not effectively insured by the college. Rebates will not influence base salary.

PASA will be given representation on a coalition of faculty, staff, and administration representatives who will meet periodically during the term of the contract to review the college insurance plan and examine alternatives.

8. Life Insurance – The college shall pay the cost of two (2) times the salary, not to exceed \$50,000, for term life insurance for each full-time employee, beginning on the first day of employment.

9. Retirement – The Employee’s Retirement System of New York State is available for all full-time non-teaching staff. Contributions (if any) to retirement by an employee are dependent on the date an employee enters the system. Four optional plans through TIAA-CREF, ING, VALIC, and MetLife are available. A PASA employee who is between the ages fifty-five (55) and sixty-two (62) and who has completed at least ten years of continuous service may request an early retirement incentive. If approved by the president, the amount of the incentive shall be \$10,000 plus \$1,500 for each year of service over ten years, not to exceed a total of \$30,000. The incentive shall be divided into three equal installments with the first payable within thirty (30) days of retirement.

10. Tuition Waivers – Tuition is waived for all employees of Jamestown Community College and their immediate families (spouses and dependent children) for course work at JCC. Disabled or retired long-term employees are also eligible for tuition to be waived. Tuition is waived for spouses and dependent children of a long-term (after 5 years) employee who retires from, or who, while employed at JCC, becomes disabled or deceased. The amount of the tuition waived shall equal the tuition minus New York State Tuition Assistance Program (TAP) monies.

11. Flex Plan – The college shall offer a flex plan in which employees may, on a pre-tax basis, establish flexible spending accounts for uncovered medical expenses, for employee premiums for medical benefits, and for dependent care expenses.

12. Wellness Program – A complete health assessment utilizing the MicroFitSystem will be offered at no charge by the college’s Health Center staff. This assessment will be used to establish individual wellness programs, including exercise and workshops on diet, stress, and related health issues. The assessment can be done up to one time per calendar year.

The college will pay for a biennial physical for employees who are covered under the JCC medical plan and who are 45 years or older, so long as the physical is administered by a PPO network provider.

FRINGE BENEFITS FOR PART-TIME EMPLOYEES (MINIMUM 15 HRS. PER WEEK)

1. Vacations – Part-time employee’s vacation accrues at the rate of 1 day per month. An employee may accumulate up to the amount which he/she earns annually. All vacation time must be taken in half-day blocks or more.

2. Holidays – Part-time employees shall be paid for up to 13 holidays listed by the college for days on which the employee is normally scheduled to work. In addition, there are 2 floating holidays which may be taken with the prior approval of an employee’s supervisor. All floating holidays must be taken in half-day blocks or more.

3. Sick Leave – Sick leave for part-time employees will accumulate at the rate of one (1) day each month without limit. Up to 90 calendar days may be taken for any single illness. Sick leave is cumulative only for months when the employee is actually working. Sick leave may be used for doctor or dental appointments, sickness of an immediate family member, or for bereavement purposes. In the case of a prolonged illness, a physician’s certificate may be required. All sick leave must be taken in half-day blocks or more.

4. Medical Coverage – Employees shall be eligible for employee group health insurance. Part-time employees shall contribute toward health insurance the same as full-time employees, for individual coverage. Dependent coverage shall be available with the entire cost borne by the employee.

5. Prescription Drugs – Employees shall be eligible for employee prescription drug coverage. Part-time employees shall contribute toward health insurance the same as full-time employees, for individual coverage. Dependent coverage shall be available with the entire cost borne by the employee.

6. Dental Insurance – Employees shall be eligible for employee dental insurance coverage. Dependent coverage shall be available with the cost borne by the employee.

7. Life Insurance – Same as for full-time employees.

8. Tuition Waiver - Same as for full-time employees.

9. Wellness Program - Same as for full-time employees.

TAX DEFERRED ANNUITIES

A plan for the purchase of tax-deferred annuities is available to full-time members of the bargaining unit. Effective 2001-2002, the college match will be 2.5% of base salary. Every year thereafter, it will be based on current salary. Please refer to the section entitled “Fringe Benefits For Full-Time Employees: Sick Leave Payout at Retirement,” Section 5, for additional information about tax-deferred contributions.

MANAGEMENT RIGHTS

It is recognized that the management of the college, the control of its properties, and the maintenance of order and efficiency are solely responsibilities of the college. Accordingly, the college retains all rights, except as they may be specifically modified by this agreement, including, but not limited to, selection and direction of the working forces; to hire, discipline, reduce in rank or compensation, suspend or discharge for just cause; to make reasonable and binding rules which shall not be inconsistent with this agreement; to assign, promote or transfer; to relieve employees from duty because of lack of work or for other legitimate reasons, to decide on the number and locations of facilities and stations; to determine to what extent the required work shall be performed by the employees in the negotiating unit; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selections, procurement, designing, engineering and the control of equipment and materials; except as may be otherwise specifically limited by this agreement.

PROBATIONARY APPOINTMENTS

All new employees will serve a probationary period of 26 weeks after which time they will be considered to be appointed on a permanent basis. All employees who transfer to a new position within the bargaining unit shall serve a probationary period of ninety (90) days after which time they will be considered to be appointed on a permanent basis. For purposes of this section, employees who are merely promoted to a higher title within the same field, or moved to a different site, shall not be considered “transferred.”

GRIEVANCE PROCEDURES

Definition: A grievance is claim by the Alliance, an employee or group of employees based upon any claimed violation, misinterpretation, misapplication or inequitable application of the following: a) laws, b) rules or regulations having the force of law, c) this agreement, and d) policies, rules, bylaws, and regulations of the board and/or the president.

- a. An employee having a grievance will discuss it with his/her immediate supervisor, either directly or through a representative, with the objective being informally resolving the matter. If the employee submits the grievance through a representative, the employee may be present during the discussion of the grievance. The employee must report the alleged act of grievance within twenty (20) working days of its occurrence.
- b. If the grievance is not resolved informally within ten (10) working days, it shall be reduced to writing and presented to the supervisor. Within ten (10) working days, the supervisor shall render a written decision and present it to the employee.
- c. If the aggrieved party is not satisfied with the decision and wishes to proceed further, the employee, within ten (10) working days, shall file a written appeal with the president of the college. Within five (5) working days after receipt of the appeal, the president of the college, or his duly authorized representative, shall set a date for a hearing and notify the employee, the grievance chairperson and all other parties in interest of said date. The hearings on said grievance shall commence within ten (10) working days after issuance of the notice of the hearing date. The president shall render a decision in writing to the employee, the grievance chairperson within five (5) working days after the conclusion of the hearing.
- d. If the aggrieved party represented by the Alliance and the Alliance are not satisfied with the decision and the Grievance Committee determines the grievance is meritorious, it may refer the matter to non-binding dispute mediation through the Alternative Dispute Resolution Center (ADR) located in City Hall in Jamestown, or any other mutually agreeable mediator. The cost of the services of the mediation, if any, will be borne equally between the Alliance and the college.
- e. If the aggrieved party represented by the Alliance and the Alliance are not satisfied with the result of the mediation process and the Grievance Committee determines the grievance is meritorious, the Grievance Committee of the Alliance may submit the grievance to arbitration, utilizing the arbitration services of the American Arbitration Association by written notice to the president of the college within ten (10) working days after the mediation session ends.
- f. The decision of the arbitrator shall be final and binding upon both parties.
- g. The cost of the services of the arbitrator, if any, will be borne equally between the Alliance and the college.
- h. The arbitrator shall have no power to add to, subtract from, or modify any terms of this Agreement.

SALARY/TERM OF AGREEMENT

This agreement shall be effective September 1, 2003 and shall terminate August 31, 2007.

All 2003-04 and 2004-05 salary increases are retroactive to the effective date of this agreement. Payments will be made as soon as practicable.

Effective September 1, 2003, salary for each member of the bargaining unit will be increased by 3.0%.

Effective September 1, 2004, salary for each member of the bargaining unit will be increased by 3.0%.

Effective September 1, 2005, salary for each member of the bargaining unit will be increased by 3.25%. An additional .35% lump sum, not added to base, calculated after all salary increases and equity adjustments as negotiated will be paid.

Effective September 1, 2006, salary for each member of the bargaining unit will be increased by 3.25%.

PASA Salary Grades by Title shall be as follows:

Title	Salary Grade	Title	Salary Grade
Assistant Controller	17	Director of Campus Life	16
Assistant Coordinator of Admissions and Recruitment	14	Director of Campus Life/Athletic Director	16
Assistant Director of Admissions & Recruitment	16	Director of Collaborative Learning	17
Assistant Director of Buildings & Grounds—Jamestown	18	Director of College Health Services	18
Assistant Director of Buildings & Grounds—North County	14	Director of Continuing Education -	20
Assistant Director of Buildings & Grounds—Cattaraugus	16	Director of Distance Learning	17
Associate Director of Buildings & Grounds	20	Director of Hardware and Network Services	22
Assistant Director of Computer Training – Continuing Education	16	Director of Instructional Computing and Software Services	22
Assistant Director of Continuing Education	16	Director of MIS	22
Assistant Director of Financial Aid	16	Director of North County Center	22
Athletic Coordinator	14	Director of Campus Children's Center	17
Athletic Trainer	14	Director of Bridge College to Work	17
Community Relations Assistant Cattaraugus Campus	9	Director of Financial Aid	22
Community Relations Coordinator	16	Director of Northwestern Pennsylvania Outreach/Warren Center	18
Computer Systems Manager	19	Employment Development Specialist	11
Computer Training Coordinator Jamestown	14	Health Center Nurse/Assistant Director of College Health Services	16
Computer Training Coordinator Jamestown/Warren	16	Institutional Research Analyst	17
Computer Trainer/Coordinator North County	14	Network Systems Administrator	19
Computer Training Coordinator – Warren Center	14	Professional Instructional Technologist	17
Coordinator of Campus Life	12	Programmer/Analyst	17
Coordinator of Disabilities Services	16	Project Manager	12
Coordinator Scharmann Theater	2	Senior Business Counselor	14
Coordinator of Student Recruitment	16	Senior Programmer/Analyst	19
Director Community Cultural Center	16	Senior Project Manager	14
Director of Admissions & Recruitment, Multiple Sites	20	Training Coordinator	12
Director of Building and Grounds	22	Director of External Resources	18
Director of Business Services	22	Associate Director of Cont. Education	TBD
Gear-Up Coordinator	17		

Salary Plan:

1. New hires would normally be placed in Tier I, exception; presidential waiver.
2. PASA matrix would consist of grades 2 to 22
3. Any changes to the salary grade matrix would be done through negotiations.
4. Grade for a new position would be set by supervisor and HR director, with PASA representative sitting in. The president will have final approval on all new positions.
5. Grid ranges are increased by 3% over Nash recommendations.
6. Movement into Tier II Range A, B, and C is based on YIT (Years in Title) only. If a PASA member does not reach Tier II Range A, B, or C according to the following schedule, any identified equity adjustments would be subject to negotiation between the College and PASA
 - a. Range A 6-8 Years in Title
 - b. Range B 9-12 Year in title
 - c. Range C 13-15 Years in Title
 - d. Tier III 16+ with a cap at top of Tier III (lump sum payment made not added to base)

Tier Placement Grid

Grade	Tier I Hiring Range						Tier II Years in Title Range						Years in Title Range	
	Range A		Range B		Range C		Range A		Range B		Range C		Tier III	
	1-3		4-6		7-9		6-7-8		9-10-11-12		13-14-15		16+	
2	\$16,802	\$17,503	\$17,504	\$18,204	\$18,205	\$18,906	\$18,904	\$20,303	\$20,304	\$21,703	\$21,704	\$23,103	\$23,104	\$25,203
3	\$17,686	\$18,423	\$18,424	\$19,162	\$19,163	\$19,900	\$19,898	\$21,371	\$21,372	\$22,844	\$22,845	\$24,318	\$24,319	\$26,530
4	\$18,617	\$19,393	\$19,394	\$20,170	\$20,171	\$20,947	\$20,945	\$22,496	\$22,497	\$24,047	\$24,048	\$25,598	\$25,599	\$27,925
5	\$19,597	\$20,414	\$20,415	\$21,232	\$21,233	\$22,049	\$22,047	\$23,679	\$23,680	\$25,312	\$25,313	\$26,945	\$26,946	\$29,395
6	\$20,629	\$21,489	\$21,490	\$22,350	\$22,351	\$23,210	\$23,208	\$24,926	\$24,927	\$26,645	\$26,646	\$28,364	\$28,365	\$30,942
7	\$21,714	\$22,620	\$22,621	\$23,526	\$23,527	\$24,432	\$24,430	\$26,238	\$26,239	\$28,047	\$28,048	\$29,857	\$29,858	\$32,571
8	\$22,857	\$23,809	\$23,810	\$24,763	\$24,764	\$25,717	\$25,715	\$27,618	\$27,619	\$29,523	\$29,524	\$31,427	\$31,428	\$34,286
9	\$24,060	\$25,063	\$25,064	\$26,066	\$26,067	\$27,070	\$27,068	\$29,072	\$29,073	\$31,077	\$31,078	\$33,082	\$33,083	\$36,090
10	\$25,605	\$26,672	\$26,673	\$27,740	\$27,741	\$28,808	\$28,806	\$30,939	\$30,940	\$33,072	\$33,073	\$35,206	\$35,207	\$37,989
11	\$26,659	\$27,771	\$27,772	\$28,883	\$28,884	\$29,995	\$29,993	\$32,213	\$32,214	\$34,435	\$34,436	\$36,656	\$36,657	\$39,989
12	\$28,062	\$29,232	\$29,233	\$30,403	\$30,404	\$31,573	\$31,571	\$33,908	\$33,909	\$36,247	\$36,248	\$38,585	\$38,586	\$42,093
13	\$29,539	\$30,771	\$30,772	\$32,003	\$32,004	\$33,235	\$33,233	\$35,693	\$35,694	\$38,155	\$38,156	\$40,616	\$40,617	\$44,309
14	\$31,094	\$32,390	\$32,391	\$33,686	\$33,687	\$34,983	\$34,981	\$37,571	\$37,572	\$40,162	\$40,163	\$42,753	\$42,754	\$46,640
15	\$32,730	\$34,094	\$34,095	\$35,460	\$35,461	\$36,825	\$36,823	\$39,549	\$39,550	\$42,276	\$42,277	\$45,003	\$45,004	\$49,096
16	\$34,454	\$35,889	\$35,890	\$37,326	\$37,327	\$38,763	\$38,761	\$41,631	\$41,632	\$44,502	\$44,503	\$47,373	\$47,374	\$51,679
17	\$36,266	\$37,778	\$37,779	\$39,290	\$39,291	\$40,803	\$40,801	\$43,821	\$43,822	\$46,843	\$46,844	\$49,865	\$49,866	\$54,399
18	\$38,175	\$39,766	\$39,767	\$41,358	\$41,359	\$42,950	\$42,948	\$46,128	\$46,129	\$49,309	\$49,310	\$52,490	\$52,491	\$57,263
19	\$40,184	\$41,859	\$41,860	\$43,535	\$43,536	\$45,210	\$45,208	\$48,556	\$48,557	\$51,904	\$51,905	\$55,253	\$55,254	\$60,277
20	\$42,855	\$44,641	\$44,642	\$46,428	\$46,429	\$48,215	\$48,213	\$51,783	\$51,784	\$55,354	\$55,355	\$58,925	\$58,926	\$63,449
21	\$44,526	\$46,381	\$46,382	\$48,238	\$48,239	\$50,095	\$50,093	\$53,802	\$53,803	\$57,512	\$57,513	\$61,222	\$61,223	\$66,788
22	\$46,869	\$48,822	\$48,823	\$50,777	\$50,778	\$52,731	\$52,729	\$56,633	\$56,634	\$60,538	\$60,539	\$64,444	\$64,445	\$70,304

OUTSIDE EMPLOYMENT

An employee may not accept outside employment or additional contractual work for the college that would interfere with the full and complete discharge of his/her current job duties. This includes PASA members serving as adjunct faculty. Employees who accept additional employment must notify and receive approval in writing from the appropriate dean.

SABBATICALS

The parties agree to establish a committee to investigate and make recommendations regarding sabbatical leaves.

LEGISLATIVE ACTION

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 ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

AGREEMENT VALIDITY

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law by a court of competent jurisdiction, then such application or provision shall not be deemed valid, but all other provisions or applications shall continue to be in full force and effect.

DURATION OF THIS AGREEMENT

This contract shall be in effect from September 1, 2003 to August 31, 2007.

**PROFESSIONAL & SUPERVISORY ALLIANCE
JAMESTOWN COMMUNITY COLLEGE**

**BOARD OF TRUSTEES
JAMESTOWN COMMUNITY COLLEGE**

SCHEDULE OF BENEFITS

SERVICE	IN-NETWORK BENEFIT**	OUT-OF-NETWORK BENEFIT
IN-PATIENT HOSPITAL* (Semi Private Room)	100%; no deductible	100%; no deductible
SURGERY*	100% up to \$5,100 per procedure; then 90% after deductible	100% up to \$5,100 per procedure; then 70% after deductible
ASSISTANT SURGERY*	20% of the amount paid for the surgery at 100%; then 90% after deductible	20% of the amount paid for the surgery at 100%; then 70% after deductible
ANESTHESIA*	20% of the amount paid for the surgery at 100%; then 90% after deductible	20% of the amount paid for the surgery at 100%; then 70% after deductible
OUTPATIENT SURGERY	100% up to \$5,100 per procedure; then 90% after deductible	100% up to \$5,100 per procedure; then 70% after deductible
INPATIENT PHYSICIAN SERVICES	\$12/day at 100%; then 90% after deductible	\$12/day at 100%; then 70% after deductible
OFFICE VISITS	90% after deductible	70% after deductible
LAB, X-RAY & DIAGNOSTIC	100% up to \$200 per year; then 90% after deductible	100% up to \$200 per year; then 70% after deductible
PRESCRIPTION DRUGS (In hospital)	90% after deductible	70% after deductible
MAJOR MEDICAL DEDUCTIBLE COINSURANCE	\$150 individual \$250 family	\$150 individual \$250 family
OUT-OF-POCKET MAXIMUM (Not including deductible)	\$200 (10% of \$2,000 maximum)	\$600 (30% of \$2,000 maximum)
WELL-CHILD CARE (Birth to 19 years)	100%; no deductible Birth to 1 year, up to six (6) visits 1 to 2 years, up to three (3) visits 2 through 5 years, one visit (1) per 12 months 6 through 12 years, one (1) visit per 24 months 13 through 19 years, one (1) visit per 36 months	100%; no deductible Birth to 1 year, up to six (6) visits 1 to 2 years, up to three (3) visits 2 through 5 years, one (1) visit per 12 months 6 through 12 years, one (1) visit per 24 months 13 through 19 years, one (1) visit per 36 months
OUTPATIENT PHYSICIAN CARE MENTAL HEALTH	100% up to 30 days per year.	100% up to 30 days per year
OUTPATIENT PHYSICIAN CARE MENTAL NERVOUS	90% up to \$75 per visit; up to 60 visits per year after deductible	70% up to \$75 per visit; up to 60 visits per year after deductible
INPATIENT MENTAL HEALTH	100% up to 30 days per year.	100% up to 30 days per year
OUTPATIENT CARE SUBSTANCE ABUSE	90% up to \$75 per visit; up to 60 visits per year after deductible	70% up to \$75 per visit; up to 60 visits per year after deductible
INPATIENT SUBSTANCE ABUSE	100% up to 30 days per year	100% up to 30 days per year
HOME HEALTH CARE	100%; no deductible	100%; no deductible
PHYSICAL THERAPY SERVICES	90% after deductible	70% after deductible
EMERGENCY ROOM HOSPITAL SERVICES	100%; no deductible if admitted, otherwise 90% after deductible	100%; no deductible if admitted, otherwise 70% after deductible
INPATIENT SKILLED NURSING & REHABILITATIVE CARE	100% up to 30 days per year	100% up to 30 days per year
DURABLE MEDICAL EQUIPMENT	90% after deductible	70% after deductible
EMERGENCY AMBULANCE	100%; no deductible if emergency or admitted, 90% after deductible if non-emergency	100%; no deductible if emergency or admitted, 70% after deductible if non-emergency
PRESCRIPTION Administered by CENTRUS 1-800-227-7269	Generic copay \$3, Non-generic copay \$10,\$15,\$25 (depending on supply)	Generic copay \$3 Non-generic copay \$10, \$15, \$25 (depending on supply)

* Subject to pre-certification requirements. If no pre-certification benefits reduced by 10% second offense, 25% any time after that. Maximum reduction is \$200. First offense a warning letter is issued. No SSO required.

** Based on reasonable and customary charge.

