CONTRACT BETWEEN

THE PROFESSIONAL AND SUPERVISORY ALLIANCE
OF JAMESTOWN COMMUNITY COLLEGE

AND

THE BOARD OF TRUSTEES
OF JAMESTOWN COMMUNITY COLLEGE
REGION

SEPTEMBER 1, 2002 – AUGUST 31, 2004
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 Buildings and Grounds
Assistant Director of Financial Aid
Athletic Coordinator
Athletic Director – Olean
Children’s Center Director
Community Relations Coordinator
Community Relations Coordinator
Director of Distance Learning
Computer Training Coordinator
Coordinator of Admissions and Recruitment
Coordinator of Campus Life
Coordinator of Disability Support Services
Coordinator of Recruitment
Coordinator of the Scharmann Theatre
Director of Admissions, Jamestown Campus
Director of Business Services
Director of Campus Life
Director of Credit Free Programs
Director, Community Cultural Center
Director, Sponsored Programs/Academic Planning
Employment Development Specialist
Health Services Director
Programmer Analyst
Training Coordinator
Warren Center Director

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 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 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 and 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 personnel 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 personnel 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 the 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 Personnel 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 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 this 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.

An employee shall be entitled to his/her 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 make 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 their 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
No reasonable request shall be denied, so long as a normal operation 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 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 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 with 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 the employee 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. 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 hired before 9/1/00 with over two hundred eight five (285) days of accumulated leave and any member of TIAA-CREF hired before 9/1/0 with over one hundred twenty (120) days of accumulated leave will be paid at retirement at the rate of .20 of their final year’s salary for their days in excess of two hundred eighty-five (285) or one hundred twenty (120) respectively. 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 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. **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).

6. Health Insurance

   a. Full-time employees shall be eligible for coverage for themselves and all of their eligible dependents in accordance with the attached schedule of benefits. Beginning with the effective date of this agreement, employees participating in the medical and prescription insurance plans offered by the college will pay 10% of the cost of either single or family plan. Beginning May 1, 2003, and every year thereafter, 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.

   For 2002-03, representatives of PASA, other employee groups, and the administration will meet at least three times before June 15, 2003 to examine and discuss information upon which the 2002-03 cost and formula are based. If the parties cannot reach a consensus on the composition of the costs or the formula for cost sharing by June 15, 2003; (1) the college may set the amount of employee contribution and begin to recover the increase in employee payments retroactive to May 1, 2003 in the payroll following June 15, 2003; and (2) PASA may exercise its contractual rights as it deems appropriate.

   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. 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 alternative.

7. **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.

8. **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, Aetna, VALIC, and Metropolitan 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.

8. **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.

9. **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.

10. **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. The college match will be 2% of salary for 2000-2001 and 2.5% of salary for 2001-2002.

**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.

**PROBABTIONARY 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 a 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, 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 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 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 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.

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.

**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.

**SALARY/TERM OF AGREEMENT**
This agreement shall be effective September 1, 2002 and shall terminate August 31, 2004.

Effective September 1, 2002, salary for each member of the bargaining unit will be increased by 3%. An additional amount equal to .25% of 2001-2002 PASA salaries will be set aside to begin to address salary inequities resulting from the comprehensive salary plan described below.

The parties each agree to appoint two representatives to a salary equity committee, which shall be charged with recommending the following items by July 31, 2003:

- A comprehensive salary plan, using the NASH study as a tool;
- A distribution plan for the .25% of 2001-2002 PASA salaries being set aside to address salary equity inequities.

Finalization of the comprehensive salary plan and the distribution plan for the amount set aside to fund adjustments to PASA salaries shall be negotiated by the parties after receipt of the committee’s recommendations, and implemented effective September 1, 2003. No member of the bargaining unit will have his or her salary reduced as a result of the committee’s report.

Salary for the period September 1, 2003 to August 31, 2004, and any additional funding necessary to address salary inequities, shall be subject to negotiation by the parties.

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

* 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.