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**Contract Database Metadata Elements**

Title: **Shelter Island Union Free School District and Shelter Island Faculty Association, NYSUT, AFT, AFL-CIO (2003)**

Employer Name: **Shelter Island Union Free School District**

Union: **Shelter Island Faculty Association, NYSUT, AFT, AFL-CIO**

Local:

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BC/6180

**AGREEMENT**

between the

**BOARD OF EDUCATION**

**SHELTER ISLAND UNION FREE SCHOOL DISTRICT  
SHELTER ISLAND, NEW YORK 11964**

and the

**SHELTER ISLAND FACULTY ASSOCIATION  
(SCHOOL RELATED PROFESSIONALS)**

7/1  
2003 - 2004  
2004 - 2005  
2005 - 2006  
2006 - 2007  
2007 - 2008 e/30

**RECEIVED**

DEC 06 2005

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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## **PURPOSE AND INTENT**

**AGREEMENT** made this 16<sup>th</sup> day of Feb, 2005 between the Shelter Island Union Free School District, Town of Shelter Island, County of Suffolk, State of New York, ("District" or "Board,") and the Shelter Island Faculty Association, affiliated with New York State United Teachers, A.F.T., AFL-CIO("Association").

The general purpose of this contract is to set forth terms and conditions of employment and to continue orderly and peaceful labor relations that have been traditional. The parties recognize that the interest of the community and the job security of the employees are dependent upon the successful operation of an educational program.

To this end, the District and Association encourage, to the fullest degree, friendly and cooperative relations to all levels.

## **ARTICLE I - RECOGNITION**

The District recognizes the Association as the sole and exclusive representative of Aides, Teaching Assistants, Food Service Workers, Cooks, Clerk Typists and Nurse, for the purpose of establishing salaries, wages, hours, and other terms and conditions of employment.

## **ARTICLE II - DUES DEDUCTION**

The Board of Education agrees to deduct membership dues of the Association from the salaries of the individuals covered by this agreement.

The Association will submit to the Business Office, in writing, by the end of the first week of school, a list of the individuals and the amount of such membership dues. For anyone hired after this date, the Association will provide the above information to the Board in a timely fashion. Individuals will submit signed dues deduction authorization cards indicating which dues they want deducted. Dues will be deducted in twenty (20) even payments, or in case of during-the-year hiring, dues will be deducted evenly from the remaining paychecks.

The Board will remit to the Association at each of the twenty (20) pay periods the total sum of dues collected and a list of the individuals and amounts from whom they were collected.

## **ARTICLE III - BULLETIN BOARDS**

The Board of Education agrees to provide adequate space on bulletin boards for use of the Association to post notices.

## **ARTICLE IV - ACCESS TO PREMISES**

The Board of Education agrees to permit representatives of the Association to enter the premises for individual discussion of working conditions with employees, provided such representatives do not interfere with the performance of duties of the employees. The Board of Education agrees that, with prior permission, the Association may use school facilities for regular, special and committee meetings.

## **ARTICLE V - REGULAR HOURS, WORKDAY**

Regular hours for full-time employees shall be as follows:

Cook & Food Service Workers - 6 hours per day

Teaching Assistants - 7 hours per day

Teacher Aide - 6.5 hours per day

Clerk typist - 8 hours per day;

5 hours per day during July and August for so long as current incumbent within the established clerk typist position remains within the employ of the district.

Nurse - 6.5 hours per day

## **ARTICLE VI - REST PERIODS**

**A.** Except where presently longer, all employees shall be entitled to a duty-free lunch period equal to the length of an academic period.

**B.** All employees, other than Teaching Assistants, who work four (4) hours or more shall be entitled to a fifteen (15) minute rest period for every such four (4) hour period. Teaching Assistant shall receive one preparation period per day.

## **ARTICLE VII - SICK LEAVE/PERSONAL LEAVE**

**A.** Nurse, Aides, Teaching Assistants, and Clerk-Typist shall have the same benefits as the teachers and also receive 15 sick days and 2 personal days per year. Full-time Food Service Workers and Cook are entitled to ten (10) sick days and 1 personal day per year. Leave for part-time personnel will be prorated. All other aspects of the teacher sick leave/personal leave benefits shall apply to Food Service Workers and Cook.

**B.** All employees shall accrue sick leave/ personal leave up to 185 days. For employees in the ERS the first 165 accrued days shall be calculated in conjunction with the rules of §41J. Cash payouts shall be made only for days accrued in excess of 165 up to the 185 day maximum.

**C.** Beginning with the 166<sup>th</sup> day sick leave shall be computed in multiples of one-half or full days. Upon retirement, Teaching Assistants, Teacher Aides and nurses will be paid @ .6 of the teacher's base daily rate, as defined in Article XIX-F of the teachers' CBA. Clerk/Typists, Food Service Workers and Cooks shall be paid \$40.00 per day.

## **ARTICLE VIII - WORKER'S COMPENSATION**

Each employee will be covered by worker's compensation in accordance with the related law. Employees will not lose any pay during a compensation case when the employee is covered by earned sick leave but must reimburse the District for that amount paid the employee by the compensation board. Sick leave may be reinstated by the employee, on a prorated basis for monies received from a compensation case.

## **ARTICLE IX - BEREAVEMENT LEAVE**

Bereavement leave shall consist of five (5) consecutive workdays or five (5) aggregate. Bereavement leave shall be allowed for deaths of spouse, children, mother, father, sister, brother, in-laws, and a person residing in your house. Other reasons for bereavement leave, not mentioned, may be granted upon approval of the Board of Education, upon recommendation of the Superintendent. Bereavement leave shall not be deducted from sick leave or vacation leave.

## **ARTICLE X - JURY DUTY**

Any unit member called for jury duty will be compensated full pay. However, any pay received for jury duty, less travel and meal expenses, shall be paid to the school district.

## **ARTICLE XI - INSURANCE**

A. Those unit members hired prior to May 1, 1997, will receive medical coverage in the same manner as provided to the teachers [Article XXI, Medical Insurance, Section A.]

B. Those unit members hired after May 1, 1997 by the Board of Education will contribute five (5%) percent toward the premium cost of health insurance coverage, individual or family, as applicable; those Unit members hired subsequent to July 1, 1999 will contribute ten (10%) percent toward the premium cost of health insurance coverage, individual or family as applicable; those unit members hired subsequent to July 1, 2004 will contribute fifteen (15%) percent toward the premium cost of health insurance coverage, individual or family, as applicable.

C. Any member who wishes to waive the contractual rights to medical insurance will do so in writing. Such employees will be compensated in accordance with the following formulas:

Employee will receive a salary increase of fifty (50%) percent of the appropriate medical plan premium pro-rated throughout the Contract year or portion thereof.  
The employee who chooses this option will be reinstated in the medical plan upon written notice within thirty (30) days of the receipt of such notice.

### **D. I.R.S. Flexible Spending Plan**

Internal Revenue Code §125 treatment is to be provided for all payments made reflecting contributions toward health insurance coverage; the District to undertake all necessary filings to effect the entitlement of unit members to §125 deductions. All terms and conditions of the Plan shall be provided in the same manner as provided to the teachers [Article XXI, Medical Insurance, Section D.]

E. Medical insurance for retirees shall be provided in the same manner as provided to the teachers.

F. The District will provide for the Long-Term Disability Plan sponsored by the NYSUT Benefit Trust for all unit employees (Appendix C). The District shall pay 100% of the cost of this plan, up to the maximum of 0.27% of covered payroll as listed in the quote. Should the plan premium increase over this amount, the covered employee shall be fully responsible for any contribution over this amount.

**ARTICLE XII - RETIREMENT PLAN**

The Employer shall provide the present retirement plan for all qualified unit members who are members of the New York State and Local Government Employees' Retirement System (ERS) or the NYS Teachers' Retirement System (TRS), respectively. For members of ERS, the District shall adopt §41-J.

**ARTICLE XIII - PREMIUM RATES OF PAY FOR FOOD SERVICE/CLERICAL**

Overtime shall be interpreted as the time spent by an employee above and beyond 40 hours during a regular work week.

Overtime pay shall be paid based upon the regular hourly rate of the employee performing the overtime.

Overtime shall be kept at a minimum and shall be construed as additional service under exceptional circumstances.

If overtime exceeds a 40 hour workweek, the individual shall be paid at one-half (1½) times the hourly rate.

**ARTICLE XIII - SENIORITY**

Seniority means an employee's length of continuous service with the Employer since the date of probationary appointment per School Board Minutes and is defined as District-wide Seniority.

**ARTICLE XIV - WORK YEAR**

Teacher Aides, Teaching Assistants, Nurse and Food Service Workers shall work the teachers' work year. The Clerk-typist shall work a 12 month year with summer work hours as in the previous years for so long as the incumbent within the sole established Clerk-Typist position remains within the employ of the District.

**ARTICLE XV - JOB TITLE (CLASSIFICATION) SENIORITY**

Shall commence at the date of permanent appointment to a job classification and continue only if the employee continuously works within the job title.

**ARTICLE XVI - SAVINGS CLAUSE**

Should any section or portion of this agreement be held unlawful and unenforceable by any court or competent jurisdiction, such decision of the court shall apply to the specific section or portion directly specified in the decision.

**ARTICLE XVII - DISCIPLINE AND DISCHARGE**

A. No employee will be dismissed, disciplined, reduced in regular compensation, nor denied any professional advantage without just cause. It is hereby understood that in light of the foregoing

provision, §75 of Civil Service Law shall not apply for those employees who would otherwise be statutorily entitled to due process pursuant to §75.

**B.** Before discharge or disciplinary action is imposed on an employee, the Board of Education shall notify the employee and the Association President, in writing, of the charges at least ten (10) calendar days before such charges will be brought to the Board's attention at a Board meeting.

**C.** The disciplined employee, upon request, will be allowed to discuss his/her discharge or discipline with his authorized Association representative. The Board of Education will make an area available to the employee for private discussion prior to the employee being required to leave the premises.

**D.** The employee shall have the right to be represented by the Association in the case of a formal discipline or discharge hearing. Upon written request, an employee may summon the authorized Association representative in cases of reprimand.

### **ARTICLE XVIII - SALARY**

**A.** Except for Teaching Assistants, salary schedules for each year of the agreement are attached as Appendix A.

**B.** Teaching Assistants shall be placed on the appropriate column and year of the Teacher schedule and shall be paid under the current formula of .6% of the attached teacher schedule. The Teaching Assistant schedules are attached as Appendix B.

**C.** All employees shall advance each year to the next step.

**D.** The attached salary schedules in Exhibit B of this Agreement shall identify the step placement effective July 1, 2003 for each member. Part-time employees shall have their salary pro-rated accordingly.

### **ARTICLE XIX - LONGEVITY SERVICE**

Employees who have completed the following years of service shall receive the indicated longevity increase:

<u>Years of Service</u>	<u>Annual Increment</u>
10	\$400
15	\$600
20	\$800

On their anniversary date, eligible employees will be paid their longevity in a lump sum. Each payment will be made in the paycheck immediately following the anniversary date.

### **ARTICLE XX - INTERVIEWS**

Any member of the unit applying for a posted position will be entitled to an interview for the position.

## **ARTICLE XXI -GRIEVANCE PROCEDURES**

**Purpose:** In order to provide the best possible educational climate and program for Shelter Island Union Free School District, and to establish harmonious and effective relationships among those working toward this goal, these grievance procedures have been established consistent with law and with this Agreement to resolve satisfactorily group or individual differences which would tend to unsettle or undermine the effective functioning of the school system. It is their purpose to secure, under this contract, at the lowest possible administrative level, equitable solutions to grievances to Unit members through procedures free for coercion, interference, restraint, discrimination or reprisal.

**Definitions:** 1) A “Grievance” is an alleged violation of the application, meaning or interpretation of this Agreement. 2) A “aggrieved person” shall mean any person, group of persons, or the Association negotiating unit filing a grievance. 3) A “party in interest” is the person or persons making a claim against whom action might be taken in order to resolve the claim, including both the Association and the Board of Education. 4) The term “days” shall mean working days.

**Procedure:** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level will be regarded as a maximum, and every effort will be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the Association and the Board of Education and Administrator.

### **Stage 1 - Supervisor**

- a. A person having a grievance may discuss it with his supervisor either directly or through a representative, with the objective of resolving the matter informally. Such discussion must take place within twenty-five (25) days of the alleged violation or within twenty-five (25) days of the date within which the member should reasonably have known of the alleged violation. If the person submits the grievance through a representative, the member may be present during the discussion of the grievance.
- b. If the grievance is not resolved informally, it should be reduced to writing and presented to the supervisor within four (4) days. Within four (4) days after the written grievance is presented to him/her, the supervisor shall render a decision, in writing, including a possible solution, if any, of the condition or conditions which brought about the grievance, and present it to the person and his representative.

### **Stage 2 - Board of Education**

- a. In the event that an aggrieved person or a party in interest is not satisfied with the decision at Stage 1, said party may file an appeal, in writing, with the Board of Education within ten (10) days after receiving the decision at Stage 1.
- b. Within ten (10) days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. At the hearing, the aggrieved person or party in interest may be in attendance and may orally supplement the written grievance.



- c. Within five (5) days after a conclusion of the hearing, the Board of Education shall render a decision, in writing, and serve it upon the aggrieved person or party in interest.

### **Stage 3 - Arbitration**

In the event the aggrieved person or party interest is not satisfied with the disposition of the grievance at Stage 2, the grievance shall be submitted to arbitration. Both parties will be bound by the rules and procedures of the American Arbitration Association. Neither party shall be permitted in such arbitration proceeding any ground or to reply on any evidence not previously disclosed at any of the Stages. The arbitration panel shall have no power to alter the terms of this Agreement. The decision of the Arbitrator will be final and binding upon all parties hereto made a part thereof. The cost of any arbitration under this article shall be shared equally by the Board of Education and the grievant.

### **MISCELLANEOUS**

- a. A grievance may be withdrawn at any Stage without prejudice of record. If, however, in the judgement of the Association representative the grievance affects a group of Teaching Assistants, Teacher Aides, Food Service Workers, Clerk-Typist, the representative may process the grievance at the appropriate stage.
- b. Copies of all written decisions or grievances will be sent to all parties involved and the Association President.
- c. No reprisal of any kind will be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- d. All accounts, communications or records dealing with a grievance will be filed separately from the personnel files of the participants
- e. Access will be given to records of all available information necessary to the determination and processing of the grievance.
- f. It is understood and agreed that time off with pay may be granted by the Board of Education for the purpose of processing grievance, within the discretion of the Employer, reasonably applied.
- g. Time limits contained herein may be extended by mutual agreement, in writing.

This agreement shall be in effect July 1, 2003 through June 30, 2008.

### **ARTICLE XXII - NO STRIKE PROVISION**

The Association hereby states that it does not assert the right to strike, to assist or participate in a strike, or to impose an obligation to conduct, assist, or participate in a strike pursuant to §207(3)(b) of the Public Employees Fair Employment Act.

### **ARTICLE XXIII - LEGISLATIVE AUTHORIZATION**

**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.**

IN WITNESS HEREOF, the parties have hereunto set their hand and seal this 16<sup>th</sup> day of Feb., 2005, effective the 1 day of July, 2003.

**FOR THE DISTRICT**

By: *Guillermo De Cicco*  
**SUPERINTENDENT OF SCHOOLS**

**FOR THE ASSOCIATION**

By: *Frank D. Galt*  
**FRANK EMMETT  
PRESIDENT**

*Robert J. Rayle*  
**PRESIDENT, BOARD OF EDUCATION**

## APPENDIX A

	Clerk/Typist				
	2003-04	2004-05	2005-06	2006-07	2007-08
1	25,326	26,592	27,922	29,318	30,784
2	26,292	27,607	28,987	30,436	31,958
3	27,216	28,577	30,006	31,506	33,081
4	28,224	29,635	31,117	32,673	34,306
5	29,190	30,650	32,182	33,791	35,481
6	30,156	31,664	33,247	34,909	36,655
7	31,122	32,678	34,312	36,028	37,829
8	32,088	33,692	35,377	37,146	39,003
9	33,054	34,707	36,442	38,264	40,177
10	34,020	35,721	37,507	39,382	41,352

	Cook				
	2003-04	2004-05	2005-06	2006-07	2007-08
1	15,960	16,758	17,596	18,476	19,399
2	16,926	17,772	18,661	19,594	20,574
3	17,892	18,787	19,726	20,712	21,748
4	18,858	19,801	20,791	21,830	22,922
5	19,824	20,815	21,856	22,949	24,096
6	20,790	21,830	22,921	24,067	25,270
7	21,756	22,844	23,986	25,185	26,445
8	22,722	23,858	25,051	26,304	27,619
9	23,688	24,872	26,116	27,422	28,793
10	24,654	25,887	27,181	28,540	29,967

	Food Service Worker				
	2003-04	2004-05	2005-06	2006-07	2007-08
1	12,768	13,406	14,077	14,781	15,520
2	13,734	14,421	15,142	15,899	16,694
3	14,700	15,435	16,207	17,017	17,868
4	15,666	16,449	17,272	18,135	19,042
5	16,632	17,464	18,337	19,254	20,216
6	17,598	18,478	19,402	20,372	21,390
7	18,564	19,492	20,467	21,490	22,565
8	19,530	20,507	21,532	22,608	23,739
9	20,496	21,521	22,597	23,727	24,913
10	21,462	22,535	23,662	24,845	26,087

	Nurse				
	2003-04	2004-05	2005-06	2006-07	2007-08
1	31,920	33,516	35,192	36,951	38,799
2	32,886	34,530	36,257	38,070	39,973
3	33,852	35,545	37,322	39,188	41,147
4	34,776	36,515	38,341	40,258	42,270
5	35,784	37,573	39,452	41,424	43,496
6	36,750	38,588	40,517	42,543	44,670
7	37,716	39,602	41,582	43,661	45,844
8	38,682	40,616	42,647	44,779	47,018
9	39,648	41,630	43,712	45,898	48,192
10	40,614	42,645	44,777	47,016	49,367

	Teacher Aides				
	2003-04	2004-05	2005-06	2006-07	2007-08
1	13,860	14,553	15,281	16,045	16,847
2	14,826	15,567	16,346	17,163	18,021
3	15,859	16,652	17,485	18,359	19,277
4	16,758	17,596	18,476	19,399	20,369
5	17,682	18,566	19,494	20,469	21,493
6	18,648	19,580	20,559	21,587	22,667
7	19,614	20,595	21,624	22,706	23,841
8	20,580	21,609	22,689	23,824	25,015
9	21,546	22,623	23,754	24,942	26,189
10	22,512	23,638	24,819	26,060	27,363

**APPENDIX B-TEACHING ASSISTANT SALARY SCHEDULES**

Teaching Assistant Schedule			Salary is .6 of applicable step					
2003-04								
Steps	BA	BA+15	BA+30	BA+45/MA	BA+60/MA +15	BA+75/MA +30	BA+90/ MA+45	BA105+ MA+60
1	38,848	40,555	42,260	44,892	46,660	48,428	50,309	52,193
2	40,660	42,482	44,307	46,858	48,736	50,709	52,489	54,272
3	42,474	44,412	46,353	48,824	50,906	52,988	54,671	56,354
4	44,287	46,342	48,398	50,790	53,551	55,271	56,852	58,780
5	46,096	48,267	50,440	52,751	55,149	57,546	59,034	60,524
6	47,897	50,165	52,436	54,887	57,249	59,612	61,203	62,797
7	49,698	51,851	54,430	57,021	59,142	61,673	63,370	65,072
8	51,501	53,963	56,422	59,154	61,449	63,738	65,541	67,348
9	53,303	55,861	58,417	61,289	63,544	65,798	67,711	69,621
10	55,109	57,761	60,408	63,419	65,644	67,860	69,877	71,897
11	56,663	59,483	62,302	65,481	67,779	70,080	72,078	74,076
12	58,219	61,206	64,195	67,543	69,922	72,302	74,282	76,258
13		62,933	66,088	69,602	72,064	74,520	76,481	78,436
14		64,657	67,981	71,665	74,206	76,743	78,683	80,619
15		66,378	69,873	73,725	76,346	78,963	80,883	82,803
16		68,107	71,768	75,785	78,487	81,184	83,083	83,898
17		68,928	72,651	77,142	79,721	82,303	83,969	85,636
18		69,752	73,536	78,493	80,956	83,419	85,395	87,371
19		70,556	74,419	79,830	82,182	84,535	86,823	89,108
20		71,361	75,304	81,171	83,402	85,636	88,096	90,555

2004-05

Teaching Assistant Schedule			Salary is .6% of applicable Step							
2004-05	3.70% over 2003-04									
Steps	BA	BA+15	BA+30	BA+45/MA	BA+60/MA +15	BA+75/ MA+30	BA+90/ MA+45	BA105+ MA+60		
1	40,285	42,056	43,823	46,553	48,386	50,219	52,171	54,125		
2	42,165	44,054	45,946	48,592	50,539	52,586	54,431	56,280		
3	44,045	46,055	48,068	50,631	52,790	54,949	56,694	58,439		
4	45,926	48,056	50,189	52,669	55,532	57,316	58,955	60,954		
5	47,801	50,053	52,306	54,703	57,190	59,676	61,218	62,763		
6	49,669	52,021	54,376	56,918	59,367	61,817	63,468	65,121		
7	51,537	53,769	56,444	59,131	61,330	63,955	65,714	67,480		
8	53,406	55,960	58,510	61,343	63,722	66,096	67,966	69,839		
9	55,275	57,928	60,579	63,556	65,895	68,233	70,216	72,197		
10	57,148	59,898	62,644	65,765	68,073	70,370	72,463	74,557		
11	58,760	61,684	64,607	67,904	70,287	72,673	74,745	76,817		
12	60,373	63,471	66,570	70,042	72,509	74,977	77,030	79,080		
13	0	65,262	68,533	72,177	74,730	77,277	79,310	81,338		
14	0	67,049	70,496	74,317	76,952	79,582	81,594	83,602		
15	0	68,833	72,458	76,452	79,171	81,885	83,876	85,866		
16	0	70,627	74,424	78,589	81,391	84,188	86,157	87,002		
17	0	71,478	75,339	79,996	82,671	85,348	87,076	88,805		
18	0	72,332	76,257	81,397	83,952	86,505	88,555	90,604		
19	0	73,167	77,173	82,784	85,223	87,662	90,036	92,405		
20	0	74,002	78,090	84,174	86,488	88,805	91,356	93,905		

2005-06, 06-07 and 07-08 are subject to raises under teachers' agreement using CPI ceiling floor formula.

# Teaching Assistant Schedule

2005-06 4.00% over 2004-05

Salary is .6% of applicable Step

Steps	BA	BA+15	BA+30	MA BA+45	MA+15 BA+60	MA+30 BA+75	MA+45 BA+90	MA+60 BA+105
1	\$ 25,138	\$ 26,243	\$ 27,346	\$ 29,049	\$ 30,193	\$ 31,337	\$ 32,555	\$ 33,774
2	\$ 26,311	\$ 27,490	\$ 28,670	\$ 30,321	\$ 31,536	\$ 32,813	\$ 33,965	\$ 35,119
3	\$ 27,484	\$ 28,738	\$ 29,994	\$ 31,594	\$ 32,941	\$ 34,288	\$ 35,377	\$ 36,466
4	\$ 28,658	\$ 29,987	\$ 31,318	\$ 32,866	\$ 34,652	\$ 35,765	\$ 36,788	\$ 38,036
5	\$ 29,828	\$ 31,233	\$ 32,639	\$ 34,135	\$ 35,686	\$ 37,238	\$ 38,200	\$ 39,164
6	\$ 30,994	\$ 32,461	\$ 33,931	\$ 35,517	\$ 37,045	\$ 38,574	\$ 39,604	\$ 40,635
7	\$ 32,159	\$ 33,552	\$ 35,221	\$ 36,898	\$ 38,270	\$ 39,908	\$ 41,006	\$ 42,107
8	\$ 33,326	\$ 34,919	\$ 36,510	\$ 38,278	\$ 39,763	\$ 41,244	\$ 42,411	\$ 43,580
9	\$ 34,492	\$ 36,147	\$ 37,801	\$ 39,659	\$ 41,119	\$ 42,577	\$ 43,815	\$ 45,051
10	\$ 35,660	\$ 37,376	\$ 39,090	\$ 41,037	\$ 42,478	\$ 43,911	\$ 45,217	\$ 46,524
11	\$ 36,666	\$ 38,491	\$ 40,315	\$ 42,372	\$ 43,859	\$ 45,348	\$ 46,641	\$ 47,934
12	\$ 37,673	\$ 39,606	\$ 41,540	\$ 43,707	\$ 45,246	\$ 46,786	\$ 48,067	\$ 49,346
13	\$ -	\$ 40,723	\$ 42,765	\$ 45,038	\$ 46,632	\$ 48,221	\$ 49,490	\$ 50,755
14	\$ -	\$ 41,839	\$ 43,990	\$ 46,374	\$ 48,018	\$ 49,659	\$ 50,915	\$ 52,167
15	\$ -	\$ 42,952	\$ 45,214	\$ 47,706	\$ 49,403	\$ 51,096	\$ 52,338	\$ 53,581
16	\$ -	\$ 44,072	\$ 46,440	\$ 49,040	\$ 50,788	\$ 52,533	\$ 53,762	\$ 54,289
17	\$ -	\$ 44,602	\$ 47,011	\$ 49,917	\$ 51,587	\$ 53,257	\$ 54,336	\$ 55,414
18	\$ -	\$ 45,135	\$ 47,584	\$ 50,792	\$ 52,386	\$ 53,979	\$ 55,258	\$ 56,537
19	\$ -	\$ 45,656	\$ 48,156	\$ 51,657	\$ 53,179	\$ 54,701	\$ 56,182	\$ 57,661
20	\$ -	\$ 46,177	\$ 48,728	\$ 52,525	\$ 53,969	\$ 55,414	\$ 57,006	\$ 58,597



## Benefits & Cost Summary Long Term Disability Income Protection Insurance

**PREPARED FOR:** Shelter Island  
**SUBMITTED BY:** New York State United Teachers Benefit Trust  
**DATE:** June 2, 2004

**UnumProvident's Group Long Term Disability Income Protection Offering is designed to help the employer:**

- Provide sound financial protection in the event of a disability
- Increase productivity and performance
- Meet diverse employee needs at every life stage
- Attract and retain skilled employees

~~This proposal for Long Term Disability Income Protection Insurance coverage includes all active full-time employees working 37.5 hours per week.~~

**Number of Eligible Employees:** 19

### Plan Descriptions:

<del>Benefit Percentage</del>	60%
<del>Face Amount</del>	100%
<del>Rate</del>	1.00%
<del>Min. Benefit Maximum</del>	\$5,000
<del>Disability PMS</del>	\$5,000
<del>Total</del>	\$10,000

**Definition of Disability:**

- 2 Year Regular Occupation
- Zero-Day Residual
- Accelerated Elimination Period
- Work Incentive Benefit during the first 12 months of disability payments

**Elimination Period:**

- 180 Day \* please see rates below\*\*
- 30 Day Accumulation Feature

**Benefit Duration:** To age 65/Reducing Benefit Duration (ADEA I)

**Social Security Integration:** Primary and family

## State Notice

### Standard Plan Features Included in Quote:

- Worldwide emergency travel assistance services
- Universal Access<sup>SM</sup> Card
- Guaranteed Insurability
- Full Maternity Benefits
- Minimum Monthly Benefit – greater of \$100 or 10% of the gross disability payment
- Return to Work Program Development
- 3 Month Lump-Sum Accelerated Survivor Benefit
- Indexed Pre-Disability Earnings
- "Freeze" in Cost of Living Increases from Deductible Sources of Income
- Waiver of Premium for employees receiving LTD payments
- 12 Month Rehire Provision
- Comparative Reporting & Analysis

### Superior Administrative Support Features Included in Quote:

- Superior Customer Care Center Service Standards
- Centralized 1-800 Service Center for general inquiries
- Local Field Office Support
- Electronic distribution of employee certificates
- Integrated with Life Premium Waiver when sold with UnumProvident Life plan
- Compliance with ERISA reporting and disclosure requirements

### Rates and Cost Information:

180 Day EP

Covered Payroll	Rate*	Monthly Cost
\$ 38,075.08	0.27% of covered payroll	\$97.40

#### \*Rate assumes the following:

- The employer's company type is not SubChapter 'S' Corp, Partnership or Limited Liability Company.

#### Rate Guarantee: 3 Year(s)

For purposes of calculating benefits and cost, an employee's "monthly earnings" is assumed to mean: gross monthly income before taxes, including any pre-tax contributions to a deferred compensation plan, *excluding* commissions, bonuses, overtime pay or other extra compensation.

Cost of Coverage Paid By: Employer (Rate assumes 100% participation)

In general, the LTD monthly benefit will be taxable:

- If the Employer pays the premiums.
- If the Employees pay premiums with pre-tax dollars.
- If Employees share payments of premiums with the employer, a portion of the benefits will be taxed.

## State Notice

In general, the LTD monthly benefit will not be taxable:

- If Employees pay premiums with post-tax dollars.
- If Employees' salary is grossed-up by the Employer to include the cost of the premium.

### **Benefit Integration:**

The LTD monthly payment may be reduced by amounts the employee receives from deductible sources of income (offsets) and disability earnings.

### **Coverage Exclusions and Limitations:**

#### **Limitations:**

- 24 Months Mental Illness Limitation

#### **Exclusions:**

- 3/12 Pre-Existing Condition\*
- Intentionally self-inflicted injuries
- Active participation in a riot
- Participation in a felony
- War, declared or undeclared, or any act of war
- A "Pre-Existing Condition" means the insured employee:
  - received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines in the 3 months just prior to their effective date of coverage; and
  - the disability begins in the first 12 months after the employee's effective date of coverage.

### **Coverage Termination:**

An employee's coverage under the plan will end on the earliest of:

- the date the policy or a plan is cancelled;
- the date the employee is no longer in an eligible group;
- the date the employee's eligible group is no longer covered;
- the last day of the period for which the employee made any required contributions; or
- the last day the employee is in active employment, unless they are absent due to a covered layoff or leave of absence.