



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Shelter Island Union Free School District and Building and Grounds Unit, Shelter Island Faculty Association, NYSUT, AST, AFL-CIO (2008)**

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

Union: **Building and Grounds Unit, Shelter Island Faculty Association, NYSUT, AST, AFL-CIO**

Effective Date: **07/01/08**

Expiration Date: **06/30/10**

PERB ID Number: **9394**

Unit Size:

Number of Pages: **18**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AGREEMENT

between the

BOARD OF EDUCATION

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

and the

**SHELTER ISLAND FACULTY ASSOCIATION
(BUILDINGS AND GROUNDS)**

2008 - 2009

2009 - 2010

TABLE OF CONTENTS

PURPOSE AND INTENT.....1

ARTICLE I - RECOGNITION.....1

ARTICLE II - CHECKOFF AND UNION DUES1

ARTICLE III - BULLETIN BOARDS1

ARTICLE IV - ACCESS TO PREMISES1

ARTICLE V - JURY DUTY.....2

ARTICLE VI - WAGES2

ARTICLE VII - LONGEVITY SERVICE PAY2

ARTICLE VIII - UNIFORMS.....2

ARTICLE IX - NEW CLASSIFICATIONS2

ARTICLE X - INSURANCE.....3

ARTICLE XI - RETIREMENT PLAN4

ARTICLE XII - PREMIUM RATES OF PAY.....5

ARTICLE XIII - SENIORITY5

ARTICLE XIV - PROBATIONARY EMPLOYEES5

ARTICLE XV - JOB TITLE (CLASSIFICATION) SENIORITY.....5

ARTICLE XVI - SAVINGS CLAUSE.....5

ARTICLE XVII - DISCIPLINE AND DISCHARGE5

ARTICLE XVIII - REGULAR HOURS, WORKDAY6

ARTICLE XIX - REST PERIODS.....6

ARTICLE XX - HOLIDAYS6

ARTICLE XXI - DISTRICT-WIDE VACATION.....	7
ARTICLE XXII - CHOICE OF VACATION PERIOD	7
ARTICLE XXIII - HOLIDAYS DURING VACATION PERIOD.....	7
ARTICLE XXIV - VACATION RIGHTS.....	7
ARTICLE XXV - SICK LEAVE.....	8
ARTICLE XXVI - WORKER'S COMPENSATION	8
ARTICLE XXVII - BEREAVEMENT LEAVE.....	8
ARTICLE XXVIII - PERSONAL LEAVE	8
ARTICLE XXIX - GRIEVANCE PROCEDURES.....	8
ARTICLE XXX - EVALUATIONS.....	10
ARTICLE XXXI - TERM.....	11
ARTICLE XXXII - NO STRIKE PROVISION.....	11
ARTICLE XXXIII - LEGISLATIVE AUTHORIZATION	11
APPENDIX A - SALARY SCHEDULE.....	12
APPENDIX B - LONG-TERM DISABILITY PLAN.....	14

PURPOSE AND INTENT

AGREEMENT made this 17th day of March, 2009, 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 Board of Education recognizes the Shelter Island Faculty Association as the sole and exclusive representative of all custodians, cleaners and maintenance personnel for the purpose of establishing salaries, wages, hours, and other terms and conditions of employment.

ARTICLE II - CHECKOFF AND UNION DUES

The Board agrees to deduct Association membership dues in accordance with the amount certified by the Association to the Board and to maintain such dues deduction in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of Association Dues provided by the Association and acceptable to the Board from the pay of all employees who have executed such authorization for payroll deduction of Association dues. Any change in the amount of Association dues to be deducted must be certified by the Association in writing and forwarded to the District. The dues deduction for unit members will be taken out in twenty (20) equal payments. The Association will provide dues deduction cards.

ARTICLE III - BULLETIN BOARDS

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

ARTICLE IV - ACCESS TO PREMISES

The Board 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 - 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 VI - WAGES

The base salary and hourly rates, as applicable, are to be increased effective July 1, 2008, pursuant to the attached Salary schedules (Appendix A).

New employees will be placed on the schedule as mutually agreed to by the individual and the Board. Part-time employees shall have their salary pro-rated accordingly.

ARTICLE VII - LONGEVITY SERVICE PAY

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	\$600
15	\$800
20	\$1,000

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 VIII - UNIFORMS

Two (2) representatives of the Unit and two (2) representatives of the District will meet in committee to agree upon the selection of uniforms for buildings and grounds staff. The District will purchase the agreed upon uniforms. Uniforms will be worn under all normal working conditions. Members are exempt from wearing uniforms where work dictates another form of clothing.

ARTICLE IX - NEW CLASSIFICATIONS

If the Board creates a new classification within the bargaining unit, the Association shall have the right, during the term of this agreement, to negotiate the wage rate of that classification if it does not agree with the rate determined by the Board.

ARTICLE X - INSURANCE

A. The Board agrees to pay the full premiums for the employees (and their families) hired prior to May 1, 1997, for the District's health, dental and optical plans. Those unit members hired after this date 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, 1998 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.

B. I.R.S. Flexible Spending Plan

1. The Board agrees to provide a cafeteria plan, which shall conform to all laws specified in the I.R.S. Section 125 tax code, to all employees except those hired on an hourly basis. This plan, to be known as The Shelter Island School District Section 125 Flex Plan will be funded by the Board at the contractually agreed upon sum of \$1,275 per participant for the 2008-2009 school year and \$1,325 per participant for the 2009-2010 school year.

2. Participants may select one or both of two (2) plan options: A Health Care F.S.A. (Flexible Spending Arrangement), which would cover I.R.S. publication 502 defined medical and dental expenses, except insurance premium, and/or a Dependent Care F.S.A., which would also cover health and welfare insurance premiums.

3. In addition, participants will have the option to contribute their own pre-tax dollars as paycheck deductions to the Health Care F.S.A. and/or the Dependent Care/Insurance premium F.S.A. This option shall be selected by the participant before the plan year begins. Voluntary contributions as N.Y.S.T.R.S. pension check deductions may also continue into retirement, subject to approval of the Employees Retirement System.

4. For each year of the contract, to those employees electing the Health Care F.S.A., the Board agrees to contribute, as an addition to each participant's base allocation set forth above, an amount equal to the combined unused previous year's allocations, divided by the number of category participants. Both unused Board allocated monies and voluntary employee contributions to the Dependent Care/Insurance F.S.A. will be forfeited to the District by the participants.

5. The Board agrees to hire PGP, 24 Madison Avenue Extension, Albany, New York, as administrator of the plan. The Board agrees to pay PGP, three and 50/100 (\$3.50) dollars per employee, per month for each of the available F.S.A. options selected by the participant, not to exceed a maximum monthly fee of six and 50/100 (6.50) dollars per employee. Administrative expenses in excess of \$6.50 per month will be borne by the participant and charged to his/her account.

6. PGP, 24 Madison Avenue Extension, Albany, New York, agrees to administer. The Shelter Island School District 125 Flex Plan in compliance with all I.R.S. tax code regulations governing the Health Care F.S.A. and the Dependent Care/insurance premiums F.S.A.

7. Each quarter, PGP will provide every participant a copy of each paid claim form and a report of funds remaining individual accounts

C. Unit members who have fifteen (15) years of service and who retire will be eligible for medical benefits paid at the level of one-hundred (100%) percent as of the date of their retirement. Any increases in cost which go into effect as of the date of the unit member's retirement will be borne equally by the unit member, fifty (50%) percent, and the School District, fifty (50%) percent.

D. The District will provide for the Long-Term Disability Plan sponsored by the NYSUT Benefit Trust for all unit employees (Appendix B). 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.

E. 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 formula:

The Employee will receive a salary increase of forty-five (45%) percent of the District's cost share of the appropriate medical plan premium pro-rated throughout the Contract year or portion thereof. Any unit member, whose spouse is also enrolled in the East End Health Plan, shall only be eligible for the health waiver based on the appropriate medical plan premium for individual coverage. 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. Proof of existing coverage shall be provided annually.

ARTICLE XI - RETIREMENT PLAN

The Board 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). The District shall adopt §41-J of the ERS.

ARTICLE XII - PREMIUM RATES OF PAY

A. Overtime shall be interpreted as that service performed by any regular employee above and beyond 40 hours per week. Overtime shall be kept to a minimum and shall be construed as additional service under exceptional conditions. Except as otherwise

provided for in this Agreement, overtime pay shall be paid at one-and-one half times the regular hourly rate of the employee performing the overtime.

B. Overtime shall be divided as equitably as possible among all employees of a job classification unless such overtime work requires special skill or job classification which does not lend itself to equitable treatment of all employees in that division.

C. Fire Alarm and Burglary Calls:

Employees called back to work in these instances shall be paid \$25 per hour. Any time the employee is called in to work under these circumstances he or she shall be deemed to have worked for 2 hours. After addressing the emergency call, the unit member shall perform a full building check before punching out and leaving.

D. Weekend Watch: Unit members assigned to Weekend Watch by the Crew Chief will have two daily assignments each of one hour. The unit member performing Weekend Watch shall perform a full building check before punching out and leaving. Weekend Watch shall be paid at double-time rate.

ARTICLE XIII - SENIORITY

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

ARTICLE XIV - PROBATIONARY EMPLOYEES

The probationary period shall be twenty-six weeks.

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 titles.

ARTICLE XVI - SAVINGS CLAUSE

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

ARTICLE XVII - DISCIPLINE AND DISCHARGE

A. All employees covered under this agreement shall be afforded all rights and protections provided under §75 of Civil Service Law, and the rules and regulations of the Suffolk County Civil Service Commission in all matters involving discipline and discharge.

B. Before §75 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 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 - REGULAR HOURS, WORKDAY

A. Regular hours for full-time, year-round employees shall be eight (8) hours per workday. Overtime shall not begin until after forty (40) hours of service rendered during any regular workweek.

B. Night employees shall have a work day of eight (8) hours per day and forty (40) hours per week.

C. Employees are required to clock in and out anytime they are on duty.

ARTICLE XIX - REST PERIODS

All employees who work four (4) hours or more shall be entitled to a fifteen (15) minute rest period for every such four (4) hour period.

ARTICLE XX - HOLIDAYS

Members of the Unit shall be entitled to thirteen (13) paid holidays per year when school is not in session; this is to be mutually agreed upon by the parties. Eligible employees shall be paid one (1) day's pay for each of the holidays listed. Eligible employees who work on any of the listed holidays shall receive their regular rate of pay. If the Memorial Day weekend is extended because of a school calendar adjustment, the added days shall be granted to members of the Unit as holidays.

CUSTODIAL STAFF - PAID HOLIDAYS

Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day

Day following Thanksgiving Day
Christmas Eve Day
Christmas Day
New Years Day
Martin Luther King Day
Washington's Birthday**
Good Friday
Memorial Day

**Will be taken during February week vacation.

ARTICLE XXI - DISTRICT-WIDE VACATION

Full-time, year-round personnel shall accrue vacations according to the following schedule:

After 1 Year: 2 weeks
After 5 years: 3 weeks
After 10 years: 4 weeks

Unit members can accrue up to three (3) weeks of vacation time which may be carried over from year to year.

ARTICLE XXII - CHOICE OF VACATION PERIOD

An effort shall be made to grant vacations at the time requested by the employees. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with greater seniority as a unit member shall be given his/her choice of vacation period in the event of any conflict over vacation periods.

ARTICLE XXIII - HOLIDAYS DURING VACATION PERIOD

If a paid holiday is observed during the period in which a vacation is scheduled, equivalent vacation time shall be granted at a time upon by the employee and Supervisor.

ARTICLE XXIV - VACATION RIGHTS

Any employee who is laid off or retired from service may be compensated in cash for "accrued" vacation time. Such compensation shall be on a pro-rated basis and shall be computed starting July 1st each year.

In the case of the death of the employee, such payment shall be made to the employee's estate.

ARTICLE XXV - SICK LEAVE

Twelve-month employees shall accumulate sick leave at the rate of fifteen (15) days per year. The Superintendent may request a doctor's certificate for sick leave in excess of three (3) consecutive days. Sick leave shall accrue up to 200 days. For the first 165 days, sick leave time shall be computed subject to the provisions of §41J of the ERS. Beginning with the 166th day, sick leave time shall be compensated once for all accumulated sick leave days at a rate of forty-five (\$45) dollars per day up to the 200 day maximum.

ARTICLE XXVI - 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 XXVII - 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, grandparents and a person residing in your house. Other reasons for bereavement leave, not mentioned, may be granted upon approval of the Board, upon recommendation of the Superintendent. Bereavement leave shall not be deducted from sick leave or vacation leave.

ARTICLE XXVIII - PERSONAL LEAVE

Two (2) days of paid personal leave will be granted to each employee of the District to accomplish business that cannot be accomplished on a non-working day. The request for the use of personal leave days must be in writing and received by the Superintendent's designee three (3) calendar days in advance of the time the employee is requesting time off.

ARTICLE XXIX - 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 from coercion, interference, restraint, discrimination or reprisal.

Definitions:

- 1) A "grievance" is an alleged violation of the application, meaning or interpretation of this Agreement.
- 2) An "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.
- 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 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 within ten (10) days after receiving the decision at Stage 1.

b. Within ten (10) days after receipt of an appeal, the Board 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 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 and made a part thereof. The cost of any arbitration under this article shall be shared equally by the Board and the grievant.

Miscellaneous

a. A grievance may be withdrawn at any Stage without prejudice or record. If, however, in the judgment of the Association representative, the grievance affects a group of unit members, 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 for the purpose of processing grievances, within the discretion of the Employer, reasonably applied. Time limits contained herein may be extended by mutual agreement, in writing.

ARTICLE XXX - EVALUATIONS

Two (2) representatives of the Unit and two (2) representatives of the District will meet in committee to develop evaluations forms and procedures.

ARTICLE XXXI - TERM

This agreement shall be in effect July 1, 2008 through June 30, 2010.

ARTICLE XXXII - 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 XXXIII - 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.

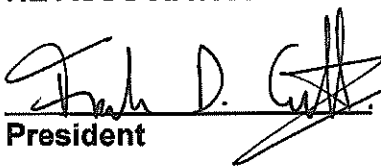
IN WITNESS HEREOF, the parties have hereunto set their hand and seal this 17th day of March, 2009, effective the 1st day of July, 2008.

FOR THE DISTRICT

By: 
Superintendent of Schools


President, Board of Education

FOR THE ASSOCIATION

By: 
President

APPENDIX A
SALARY SCHEDULE
2008-2009*

Step	Day Custodian	Night Custodian	Maintenance Mechanic I
1	\$ 31,235	\$ 33,318	\$ 43,484
2	\$ 32,654	\$ 34,831	\$ 44,599
3	\$ 34,098	\$ 36,370	\$ 45,714
4	\$ 35,497	\$ 37,863	\$ 46,828
5	\$ 36,918	\$ 39,378	\$ 47,943
6	\$ 38,338	\$ 40,893	\$ 49,058
7	\$ 39,758	\$ 42,408	\$ 50,173
8	\$ 41,180	\$ 43,925	\$ 51,288
9	\$ 42,592	\$ 45,431	\$ 52,403
10			\$ 53,519

* For the 2009-2010 school year, the salary schedule shall be increased pursuant to CPI*, with a minimum of 3.75% and maximum of 5.75%

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 at Shelter Island.~~

Number of Eligible Employees: 19

Plan Descriptions:

Benefit Percentage:	60%
Disability Plus:	40%
Total:	100%
No. Benefit Maximum:	\$5,000
Disability Plus:	\$5,000
Total:	\$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 AccessSM 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
\$ 36,075.08	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 Guaranteed for 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.