2018 NEW HIRE REQUIRED POLICIES

This packet contains various policies and policy-related information required to be shared with you as a new Union College employee. If you have any questions, please contact Shirley Agosta in Human Resources (agostas@union.edu)

If you have any questions, please contact Human Resources at 518-388-6108.
Outline of Packet Contents

   - Annually and at time-of-hire, Union is required to provide all employees with a statement notifying them of their eligibility to participate in the Union College retirement plan. Employees may even participate, by making voluntary contributions, prior to becoming eligible for Union’s generous 11% contribution.

2. Retirement Plan Summary Plan Description (SPD), p. 3-28
   - This document provides a brief description of important provisions of the Union College Retirement Plan.

3. Retirement Plan Summary of Material Modifications (SMM), p. 29-57
   - This document provides a summary of changes to the Union College Retirement Plan since 2009.

4. Retirement Plan 404(c) Notice, p. 58-60
   - This document notifies participants who is liable for any losses resulting from retirement fund selections.

5. Understanding the Health Insurance Marketplace, p. 61
   - Distribution of this policy statement is a requirement of the Health Care Reform Act (HCRA). The HCRA has brought about many changes to the way employers provide health insurance to its employees. This brief policy statement is intended to provide you with some basic information regarding the Health Insurance Marketplace (Exchanges). Please note that because Union College offers creditable coverage, you would not be eligible for a tax credit through the marketplace but you still may be eligible for a premium discount.

6. Information About Health Coverage Offered by Your Employer, p. 62
   - Should you decide to shop for coverage on the Marketplace, you will need the information on this document for the HealthCare.gov website. Union College has a very comprehensive and reasonably priced benefit plan that is intended to meet the needs of the Union College community.

   - The Information Technology Services (ITS) department requires that all employees read and agree to the stated operating conditions prior to being issued a computer account.

8. Health, Safety, and Loss Control Practice Statement, p. 67-68
   - Union takes seriously its responsibility for providing a reasonably safe and healthful work environment. This policy was issued to both summarize and raise awareness regarding Union’s efforts in this regard.
Union College is pleased to remind our employees of the opportunity to save for retirement by making salary deferral contributions under the Union College Retirement Plan (the “Plan”). Union College would like you to know more about how you can participate in the Plan. Whether you want to enroll in the plan, or you are already enrolled but wish to change the amount of your deferral, you can accomplish your goal by filling out a 403(b) Salary Reduction Agreement (a.k.a. Investment Election Form). You can obtain a copy of this form and information on the plan, including the plan Summary Plan Description (SPD), from Human Resources at 17 South Lane, by calling 518-388-6108, or via the Human Resources website at: http://www.union.edu/HR.

Eligibility

All employees of Union College (excluding students of Union College while in term) who receive compensation reportable on an IRS Form W-2 are eligible to participate in the plan. Employees can sign up/change elections as often as each pay period.

Please take a moment to review the plan information before enrolling. Once you are enrolled, you can review and change the amount of your contributions and your investment allocations at any time. The exact date your investment allocations will take effect may vary depending upon the policies of the financial service firm providing the investment options you chose for plan contributions.

Salary Deferral Contributions

Please be aware that the Internal Revenue Service code limits the amount you may defer under this and other plans in any tax year. For 2017, the limit under all plans of this type is generally $18,000 although larger limits may apply if you are age 50 or over. Each participant only gets one limit for contributions to all 403(b) plans, so if you are also a participant in a 403(b) plan of another employer, your combined contributions to that plan and to the Union College Retirement plan in 2017 are generally limited to $18,000. If you do participate in more than one 403(b) plan, you are responsible for tracking and reporting the amount of all of your contributions to the plans so that the total amount of all your contributions to all plans in which you participate do not exceed the limit. Note also that the sum of all of your contributions, and those of your employers, to all 403(b) plans that you participate in are generally limited to the lesser of $53,000 or 100% of your compensation in 2017.

For further details, or if you have questions, please stop by Human Resources at 17 South Lane or call 518-388-6108.
RE: Retirement Plan Savings - Start Saving Today

Dear Union College Employee:

Your retirement plan provides a great benefit and a great way to start saving toward your future. To make real progress, you should enroll as soon as possible—and start making your own contributions. New employees can start contributing immediately, even prior to being eligible for Union’s generous 11% contribution.

**It doesn’t take much to get started.**

Investing even a small amount of your pay could make a big difference. Contribute more if you can and reach your goals faster. Even a $10 per week contribution adds up to an investment of $520 per year and over time, with compounding of interest, this could result in considerable retirement plan savings. An even better approach is to set your contribution as a percentage of your pay that automatically increases as your pay increases. Better yet, become a disciplined contributor and increase your contribution annually!

A comparison of two savers: By starting early, you could potentially generate a bigger balance while investing less along the way.

<table>
<thead>
<tr>
<th>Starting Age</th>
<th>Ending Age</th>
<th>Total Contributed</th>
<th>Years Contributed</th>
<th>Potential value aged 67*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tina</td>
<td>25</td>
<td>35*</td>
<td>$12,000</td>
<td>10</td>
</tr>
<tr>
<td>Tom</td>
<td>35</td>
<td>67</td>
<td>$38,400</td>
<td>32</td>
</tr>
</tbody>
</table>

*Although Tina stopped contributing to the plan at the age shown, assets remained invested in the plan until age 67. This hypothetical example is based on monthly contributions of $100 for Tina and Tom, made at the beginning of the month to a tax-deferred workplace savings plan, and a 7% annual rate of return compounded monthly. Your own plan account may earn more or less than this example, and income taxes will be due when you withdraw from your account. Investing in this manner does not ensure a profit or guarantee against loss in declining markets.

For more information please inquire with Human Resources, ext. 6108.
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J. Administrative Fees and Expenses
This booklet is called a Summary Plan Description ("SPD") and is intended to be a brief description of the provisions of our Plan. Inside, you will find an explanation of your rights, obligations and benefits under our Plan.

Please read the description carefully to answer any questions you may have concerning our Plan. If you have questions after reading this booklet, please ask the Plan Administrator. You also have the right to read a copy of our Plan documents which are on file in the Employer's office.

NOTE: WE HAVE TRIED OUR BEST TO MAKE THIS A CLEAR AND UNDERSTANDABLE BOOKLET. HOWEVER, IF THERE IS ANY CONFLICT BETWEEN THIS BOOKLET AND THE ACTUAL PLAN DOCUMENT, OR BETWEEN THIS BOOKLET AND FEDERAL LAW, THE PLAN DOCUMENT OR FEDERAL LAW, AS APPROPRIATE, WILL CONTROL. THIS BOOKLET IS NOT INTENDED TO CHANGE OR EXTEND THE PROVISIONS OF THE PLAN.
As you read this booklet, you will find that some words are in **Bold Type**. These words have the special meanings that appear below:

**COMPENSATION**: This is your pay from the **Employer** for the **Plan Year** as reported to the Internal Revenue Service on Form W-2 and including any amount you defer as a pre-tax savings and/or Roth contribution to the **Plan** or under certain other salary deferral arrangements. **Compensation** does not include imputed income from life insurance, bonuses, overtime, stipends, research grants (unless the grant provides for the funding of retirement benefits), overloads, severance pay, other non-base compensation, and items excluded from compensation under the salary letters of faculty, administrators or staff.

**EMPLOYER**: The **Employer** is the **Plan** sponsor. The **Plan** sponsor's name, address, telephone number, and federal identification number are:

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Union College
807 Union Street
Schenectady, NY 12308
Telephone: (518) 388-6108
EIN: 14-1338580
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**HOUR OF SERVICE**: An **Hour of Service** is any hour for which you receive pay or are entitled to receive pay from the **Employer** or any related company, including hours you are paid for vacation, holiday, illness, disability, layoff, jury or military duty, or leave of absence. However, no more than 501 **Hours of Service** are credited to an employee on account of any single continuous period during which the employee is not actually working.

**NORMAL RETIREMENT DATE**: This is the date on which you reach age 65. You are not required to retire on this date, of course. This is just a definition in the **Plan** which establishes when your full account is payable to you.

**PLAN**: The name of the **Plan** is the "Union College Retirement Plan". Its identification number is 001. The **Plan** is legally classified as a Code Section 403(b) retirement plan. The initial effective date of the **Plan** was June 12, 1920. The effective date of the recent revisions is, in general, July 1, 2010. The **Plan**'s agent for service of legal process is the **Plan Administrator**.

**PLAN ADMINISTRATOR**: The **Employer** serves as the **Plan's Administrator**.

**PLAN YEAR**: This is the 12-month period from January 1 to December 31.
B. PARTICIPATION IN THE PLAN

Q1  HOW DO I BECOME ELIGIBLE TO BECOME A MEMBER OF THE PLAN?

A1  If you were a member of our Plan prior to its revision, you will continue as a member of the Plan. All other employees will become eligible for membership for purposes of making pre-tax savings and Roth contributions upon their date of hire with the Employer.

Employees become eligible for membership in the Plan for purposes of receiving Employer contributions when they meet both of the following requirements:

(i) Minimum service -- 1 Year of Eligibility Service;

(ii) Minimum age -- 21 years old.

Important Definition -- Year of Eligibility Service: A Year of Eligibility Service is a 12-month period measured from your date of hire, or an anniversary of that date, in which you are credited with at least 1,000 Hours of Service. You will also receive credit for Years of Eligibility Service performed with other institutions of higher education if you were eligible for the other institution’s 403(b) plan and your service with that institution ended immediately prior to your hire by the Employer, as applicable.

Any individuals classified as student employees are not eligible to participate in the Plan.

Q2  WHEN DO I BECOME A MEMBER OF THE PLAN?

A2  You automatically become a member of the Plan for purposes of making pre-tax savings and Roth contributions as of your date of hire with the Employer.

For purposes of receiving Employer contributions, you automatically become a member of the Plan as of the January 1, April 1, July 1 or October 1 following your completion of the above requirements (completion of 1 Year of Eligibility Service and attainment of age 21).

Once you become a member of the Plan, you must fill out a form specifying whether or not you wish to make a pre-tax savings contribution and/or Roth contribution to the Plan and the amount of your pre-tax savings contribution.

Reemployed Members: If you leave the Employer while a member of the Plan, and then come back to work, you will become a member again on your return, and you can begin making pre-tax savings contributions and/or Roth contributions to the Plan immediately. You must fill out a form specifying the amount of your pre-tax savings contribution.
C. CONTRIBUTIONS TO THE PLAN

Q3 WHAT TYPES OF CONTRIBUTIONS MAY I MAKE TO THE PLAN?

A3 Each Plan Year you have the option of making pre-tax savings contributions and after-tax Roth contributions to the Plan through payroll deduction. These contributions are explained in greater detail below. The tax rules affecting each type of contribution are complex. You may wish to discuss the tax rules with your tax advisor.

A. Pre-Tax Savings Contributions

Pre-tax savings contributions are traditional 403(b) salary deferral contributions that you may make to the Plan. You do not have to pay current federal income tax on the amount of your pre-tax savings contributions at the time your pre-tax savings contribution is made. When you receive a distribution of your pre-tax savings contributions, the contributions, including investment earnings, will be subject to income taxes.

B. Roth Contributions

Roth contributions are after-tax contributions that you may elect to make to the Plan. If you elect to make Roth contributions, the contributions you make to the Plan are subject to income taxes in the year of contribution. However, the contributions and, in most cases, the earnings on the contributions are not subject to income taxes when distributed to you. In order for the earnings to be distributed tax-free, there must be a qualified distribution of your Roth contributions.

In order to be a qualified distribution, the distribution must occur after one of the following: (1) your attainment of age 59 1/2; (2) your disability; or (3) your death. In addition, the distribution must occur after the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning in the calendar year in which you first make a Roth contribution to the Plan (or to another 403(b) plan or 401(k) plan if such amount was rolled over into the Plan) and ending on the last day of the calendar year that is five years later. For example, if you make your first Roth contribution under this Plan on November 30, 2010, your 5-year participation period will end on December 31, 2014. It is not necessary that you make a Roth contribution in each of the five years.

If a distribution of your Roth contributions is not a qualified distribution, the earnings distributed with the Roth contributions will be taxable to you at the time of distribution (unless you roll over the distribution to a Roth IRA or other 403(b) plan or 401(k) plan that will accept the rollover). In addition, in some cases, there may be a 10% excise tax on the earnings that are distributed.
**Q4 HOW MUCH MAY I CONTRIBUTE TO THE PLAN?**

**A4** Each Plan Year, you may make pre-tax savings contributions and Roth contributions through payroll deduction up to the maximum amount allowed by law, but in no event can the sum of your pre-tax savings contributions and Roth contributions be more than $16,500 for 2010. Your pre-tax savings contributions and Roth contributions are added together in determining the maximum amount you can contribute for a Plan Year. (The limit for later years will be announced by the IRS.) Certain limits may reduce the amounts which may be contributed. You will be notified if those limits affect you.

In addition, for any calendar year in which you have completed at least 15 Years of Service with the Employer, you may be eligible to make an additional salary deferral contribution (a "15-year catch-up" contribution). The amount of the 15-year catch-up contribution may not exceed the smallest of the following amounts: (1) $3,000.00; (2) $15,000.00 reduced by all of your 15-year catch-up contributions for prior years; or (3) $5,000.00 times your Years of Service with the Employer, reduced by your total salary deferral contributions for prior years. Contributions made under this 15-year catch-up rule have a $15,000.00 lifetime maximum.

If you are age 50 before the end of the Plan Year, you will be able to make additional salary deferral contributions in the amount of $5,500 for 2010.

**Q5 HOW OFTEN CAN I CHANGE MY CONTRIBUTIONS?**

**A5** You may stop making your pre-tax savings and/or Roth contributions at any time by providing advance written notice to the Plan Administrator. You may not resume making contributions until the payroll period following your advance written notice to resume contributions.

You may elect to increase or decrease the amount of your contributions throughout each Plan Year effective on any payroll period by filing a written notice with the Plan Administrator prior to the effective date of such change.

**A6 WHAT EFFECT WILL MY CONTRIBUTION HAVE ON MY OTHER BENEFITS?**

**A6** If you make a contribution to the Plan, we will not reduce any of your Compensation-related benefits.

You and the Employer will continue to pay Social Security taxes on amounts you contribute to the Plan so that you will not lose your rights to any Social Security benefits.

If you make a contribution to the Plan or a Employer contribution is made to your Plan account, you are an "active participant" and the amount of your deductible contribution to an individual retirement account (IRA) may be limited, depending on your income.
However, the amount of your contribution or Employer contribution will not be counted against the deductible limit for IRA contributions.

Q7  **HOW MUCH DOES THE EMPLOYER CONTRIBUTE TO THE PLAN?**

A7  **Plan**

Under the terms of the Plan, the Employer will make contributions on behalf of eligible members of the Plan (including eligible members who are on a paid leave of absence) in an amount equal to 11% of Compensation.

**Example:** Mark is an eligible member of the Plan whose Compensation for 2010 is $53,000. The Employer will contribute $5,830.00 ($53,000 times 11%) to Mark's account under the Plan for the Plan Year.

Q8  **HOW IS THE EMPLOYER'S CONTRIBUTION TO THE PLAN ALLOCATED AMONG THE PLAN MEMBERS?**

A8  **Plan**

An account will be established for you under the Plan to which will be credited your share of the Employer's contributions, if any.

In order for your account to receive a share of the Employer's contribution for a Plan Year, you must be a member of the Plan for purposes of Employer contributions (see Q & A 1 and 2).

You are not required to make pre-tax savings contributions or Roth contributions to be eligible for a share of the Employer's discretionary contribution.

If you are disabled and eligible to receive benefits under the Employer's long-term disability policy, contributions will continue to be made to the Plan on your behalf to the extent provided under the long-term disability policy, and subject to the requirements of the Internal Revenue Code. Any such contributions will be based on your Compensation in effect immediately prior to your disability.
D. VESTING OF CONTRIBUTIONS

Q9  
HOW MUCH OF MY ACCOUNT AM I ENTITLED TO WHEN I LEAVE THE EMPLOYER?

A9  
You are always 100% vested in your pre-tax savings contributions, Roth contributions and any amounts rolled over into the Plan. A "vested" benefit can never be taken away from you or forfeited.

If your employment with the Employer terminates on or after your Normal Retirement Date, you will be 100% vested in your entire account. Death or permanent and total disability (as defined in Q & A 11) will also mean you are vested 100% in your entire account, if these conditions occur when you are an employee.

If your employment with the Employer terminates for reasons other than those listed above, the Plan's vesting schedule gives you a right to a part or all of your account derived from Employer contributions depending on how long you have worked for us, as follows:

<table>
<thead>
<tr>
<th>Years of Vesting Service</th>
<th>Vested Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>0%</td>
</tr>
<tr>
<td>3 years or more</td>
<td>100%</td>
</tr>
</tbody>
</table>

However, if you were hired by the Employer prior to July 1, 2010, you are 100% vested in your account under the Plan.

Any part of your account to which you are not entitled will be forfeited. Forfeited Employer contributions will be used to reduce any Employer contributions for the Plan Year or may be used to pay Plan expenses.

Important Definition -- Year of Vesting Service: A Year of Vesting Service is the 12-consecutive-month period beginning with your date of hire, and each subsequent 12-consecutive-month period beginning on the anniversary of that date.

For purposes of the Plan, your participation in the Plan is terminated when you have a 1-year Break in Service.

A 1-year Break in Service is a 12-month period measured from your date of hire and anniversaries of that date in which you are credited with no service and are not on an approved Employer leave of absence granted in writing.

If you take a leave of absence on account of pregnancy, birth, or adoption of your child, the Plan Administrator will credit you with service in order to prevent you from incurring a 1-year Break in Service.
If you stop working for the **Employer** either because you quit or are discharged before your retirement date, your account may be forfeited according to the following rules:

If you terminate employment, any portion of your **Employer** contribution account in which you are not vested will be forfeited unless you return to employment with the **Employer** prior to the occurrence of five consecutive 1-year Breaks in Service. Also, you must repay any amounts previously distributed to you. Repayment must be made within 5 years of your return to employment.

If you return to work from military leave in the uniformed services on or after December 12, 1994, you will be treated as not having incurred a 1-year Break in Service for purposes of the **Plan**.
E. DISTRIBUTION OF BENEFITS

Q10 WHAT HAPPENS IF I BECOME DISABLED?

A10 If your employment with the Employer terminates as a result of a "permanent and total disability," you may request that payment of your benefits begin after the Plan Administrator has determined that you are permanently and totally disabled. Payments will commence as soon as administratively feasible after your request is received by the Plan Administrator. You may choose to delay payment of your benefits, but not beyond the date specified under Q & A 12.

"Permanent and total disability" means a physical or mental condition that can be expected to last for at least 12 months or result in death. It must be serious enough to prevent you, in the opinion of the Plan Administrator and based upon appropriate medical advice and examination, from engaging in any substantial or gainful economic activity. Receipt of a Social Security disability pension will be proof of permanent and total disability.

Q11 IS THERE A DEATH BENEFIT?

A11 If you die while employed by the Employer, your beneficiary will be entitled to receive the full value of your account (including the nonvested portion) under the Plan as a death benefit.

If you die following termination of employment with the Employer, the vested value of your account will be paid to your beneficiary.

If you are married at the time of your death, your spouse will be the beneficiary of the death benefit, unless you designate another beneficiary on a form to be furnished to you by the Plan Administrator. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE MUST CONSENT TO WAIVE ANY RIGHT TO THE DEATH BENEFIT. YOUR SPOUSE'S CONSENT MUST BE IN WRITING AND WITNESSED BY A NOTARY PUBLIC OR A PLAN REPRESENTATIVE.

Benefits will be paid to your beneficiary as he/she chooses, unless you have elected in writing the method that benefits will be paid to your beneficiary. The methods that are available for distribution are a single sum payment or installment payments.

However, if no valid waiver signed by your spouse is in effect, the death benefit payable to your spouse will be in the form of a survivor annuity. This survivor annuity will provide monthly payments to your spouse for his/her lifetime. The amount of monthly payments will depend upon the value of your account at the time the payments begin. The Plan Administrator may, however, distribute the benefit in an alternative method, such as a single sum, provided your spouse agrees in writing to an alternative form.
The period during which you and your spouse may waive this survivor annuity begins as of the first day of the Plan Year in which you reach age 35 (or the date you terminate employment with the Employer, if earlier) and ends when you die. The Plan Administrator must provide you with a detailed explanation of the survivor annuity. This explanation must be given to you, generally, by the first day of the Plan Year in which you reach age 35, or within a reasonable period of time following either your attainment of age 35 or your termination of employment if you have not attained age 35.

It is, therefore, important that you inform the Plan Administrator before you turn age 35 so that you may receive this information.

If, however,

(a) your spouse has validly waived any right to the death benefit in the manner outlined above,

(b) your spouse cannot be located, or

(c) you are not married at the time of your death,

then your death benefit will be paid to the beneficiary of your choosing. You may designate such beneficiary on a form to be supplied to you by the Plan Administrator. If you do not designate a beneficiary and you are not married, the Plan provides that your beneficiary will be your children, including adopted children, your surviving parents in equal shares or, if none, your estate.

Because your spouse would have certain rights in the death benefit, you should immediately report any change in your marital status to the Plan Administrator.

Q12  WHAT HAPPENS WHEN I RETIRE?

A12  If you retire on or after your Normal Retirement Date, payments will commence as soon as administratively feasible after you retire, unless you otherwise elect in writing to defer receipt of your benefits.

If you choose, you may delay payment of your benefits. However, distribution of your Plan benefits must begin no later than the April 1st following the later of (1) the calendar year in which you attain age 70 1/2 or (2) the calendar year in which you retire. Certain shareholders or owners and their family members, however, must generally begin to receive their Plan benefits no later than the April 1st following the calendar year in which they attain age 70 1/2, even if still employed by the Employer.
Q13 WHAT HAPPENS IF MY EMPLOYMENT TERMINATES FOR OTHER REASONS?

A13 If you terminate employment with the Employer before your Normal Retirement Date, for reasons other than death or disability, and elect to receive payment of your vested account, payment to you will be made as soon as administratively feasible following your date of termination. If at the time of such termination of employment, the amount of your vested account is $1,000 or less, the Plan Administrator may distribute your vested account to you without your consent.

Q14 HOW WILL MY ACCOUNT BE PAID?

A14 Subject to the terms of the applicable investment vehicle, your account will be paid in a single sum payment, installments, or in any form permitted under the annuity contract or custodial account agreement, as you elect in writing.

However, if you are married on the date your benefits are to begin, your account will automatically be paid to you in a 50% joint and survivor annuity, unless you and your spouse otherwise elect. This means that if you die and are survived by a spouse, your spouse will receive a monthly benefit for the remainder of his/her life equal to 50% of the benefit you were receiving at the time of your death.

If you wish to waive the joint and survivor form of payment, you may do so during the 180-day period ending on the date the annuity is to begin. However, YOUR SPOUSE MUST CONSENT IN WRITING TO THE WAIVER IN THE PRESENCE OF A PLAN OFFICIAL OR A NOTARY PUBLIC. You may revoke any waiver. The Plan Administrator will provide you with forms to make these elections. Because your spouse participates in these elections, you must immediately inform the Plan Administrator of any change in your marital status.

If you and your spouse elect not to take a joint and survivor annuity or if you are not married when your benefits are scheduled to begin, you may choose an alternative form of payment.

Also, any member who made an election prior to January 1, 1984 to receive the distribution of his/her account in accordance with the law in effect at that time shall retain the right to receive his/her distribution in that form, subject to spousal consent if he/she is married.

Regardless of the form of payment you receive, its value to you will be the same value as each alternative form of payment.
F. INVESTMENT OF YOUR ACCOUNTS

Q15  **HOW DO I KNOW THE TOTAL AMOUNT OF MY BENEFIT?**

A15  The **Employer** contributions are not paid to you directly. If they were, you would be taxed on the money right now. Instead, they are contributed to separate individual accounts in accordance with the terms of the applicable annuity contract or custodial account. A separate bookkeeping account is maintained by the **Plan Administrator** to keep track of your share of the contributions over the years. Also, each account will be charged with its share of the **Plan's** investment gains and losses. You will receive periodic statements showing:

1. your share of the **Plan's** assets at the beginning of the period;
2. changes due to investment results during the period;
3. your share of **Employer** contributions, if any, for the period;
4. your pre-tax savings contributions and Roth contributions, if any, during the period;
5. your rollover contributions, if any, during the period; and
6. the ending balance.

Q16  **HOW IS THE PLAN'S MONEY INVESTED?**

A16  The **Employer** offers you a choice of investment funds for your account. The investment funds include custodial accounts and/or annuity contracts. The **Plan Administrator** will provide you with more detailed information regarding these investment funds.

The **Plan** is intended to constitute a plan as described in Section 404(c) of ERISA and Title 29 of the Code of Federal Regulations Section 2550.404c-1, which relieves the **Plan** fiduciaries of any liability for any losses that are the direct and necessary result of investment instruction given by any member of the **Plan**.

In deciding which fund to choose, there are important factors to keep in mind. The investment objectives of each fund vary and so do the risks involved. Before selecting how you want your account to be invested, you should consider how much risk you want to take.

The **Plan Administrator** will provide you with detailed information about the available investments and the manner of making and changing your investment elections.
The Employer reserves the right to change the number and types of funds available for investment options. You will be informed of any changes.

The Plan's investment company may impose restrictions on your ability to change your investment elections under the Plan. The restrictions, if imposed by the investment company, concern the timing and frequency of changes to your investment elections under the Plan. If you have any questions concerning possible restrictions on your ability to change your investment elections, please contact the investment company.
G. YOUR ERISA RIGHTS AND OTHER IMPORTANT INFORMATION

Q17 WHAT ARE MY RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)?

A17 As a member in the Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan members shall be entitled to:

1. Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration;

2. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies;

3. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each member with a copy of this summary annual report;

4. Obtain a statement telling you (a) the amounts credited to your account under the Plan and (b) what your benefits would be if you stop working under the Plan now. This statement is not required to be given more than once a year. The Plan must provide the statement free of charge.

In addition to creating rights for Plan members, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries," have a duty to do so prudently and in the interest of you and other Plan members and beneficiaries. No one, including the Employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is
denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Q18  **HOW DO I MAKE A CLAIM FOR BENEFITS?**

A18  Be sure that any request is in writing and delivered to the Plan Administrator. You will be required to complete and submit a number of forms.

We hope there will never be a disagreement as to the amount owed to you under the Plan. However, if there is a disagreement, you must follow the Plan’s claims procedure or you may forfeit certain legal rights to contest the decision. You must file any request for benefits in writing. You may appoint an authorized representative to act on your behalf for the purposes of filing a claim and seeking a review of a denied claim, provided that you notify the Plan in advance of the name, address and telephone number of the authorized representative. Before filing your request, you or your authorized representative may wish to examine any Plan records regarding your claim. This examination may take place only during the Plan’s regular working hours.

If your request for benefits is denied, in whole or in part, the Plan Administrator will provide you a written response so notifying you, within 90 days of receipt of your request; provided, however, that an extension of time not exceeding 90 days will be available if special circumstances require an extension of time for processing your request. If so, notice of such extension, indicating what special circumstances exist and the date by which a final decision is expected to be rendered, will be furnished to you before the initial 90-day period expires.

The notice of denial will set forth in a manner reasonably expected to be understood by you: (i) the specific reason or reasons for the denial; (ii) specific reference to pertinent Plan provisions on which the denial is based; (iii) a description of any additional material or information necessary for you to perfect the claim and an explanation of why such
material or information is necessary; (iv) appropriate information as to the steps to be taken if you wish to submit your claim for review; and (v) a statement explaining your rights to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination after the review (as discussed below).

Upon request and free of charge, you or your duly authorized representative will be permitted to review relevant documents and submit issues and comments in writing. A document, record or other information is "relevant" if it: (i) was relied upon in making the benefit determination; (ii) was submitted, considered or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination; or (iii) demonstrates compliance with the administrative processes and safeguards required under federal law.

Within 90 days after receipt of such notice of denial, you or your authorized representative may request, by mailing or delivery of written notice to the Plan, a review by the Plan Administrator of the decision denying your claim. Such petition for review shall state in clear and concise terms the reason or reasons for disputing the denial and shall be accompanied by any pertinent documentary material not already furnished. The review will take into account all comments, documents, records and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

After such review, the Plan Administrator will determine whether the denial of your claim was correct and will notify you in writing of its determination within a reasonable period of time, but not later than 60 days after the receipt of your request for review by the Plan Administrator, provided, however, that an extension of time not exceeding 60 days will be available if special circumstances require an extension of time for processing the appeal. If so, notice of such extension, indicating what special circumstances exist and the date by which a final decision is expected to be rendered, will be furnished to you before the initial 60-day period expires.

You will be advised of the Plan Administrator's decision in writing. The notice of denial will be set forth in a manner reasonably expected to be understood by you: (a) specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based; (b) a statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information "relevant" to your claim for benefits; and (c) a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

If you fail to request review within the 90-day period, it shall be conclusively determined for all purposes of this Plan that the denial of such claim by the Plan Administrator is correct.

If the Plan Administrator's determination is favorable to you, it shall be binding and conclusive. If such determination is adverse to you, it shall be binding and conclusive unless you or your authorized representative notifies the Plan Administrator within 90 days after the mailing or delivery to you by the Plan Administrator of its determination, that you intend to institute legal proceedings challenging the determination of the Plan.
Administrator, and you or your authorized representative actually institutes such legal proceeding within 180 days after such mailing or delivery.

The denial of an application or claim as to which the right of review has been waived or the decision of the Plan Administrator with respect to a petition for review, shall be final and binding upon all parties and any person claiming under you, subject only to judicial review.

However, the best way to avoid this type of problem is to make sure you understand the Plan and the way it works at this time. Remember, if you have questions, the Plan Administrator will assist you, and will refer any questions it is unable to answer to the professional benefit consultants who assist in administering the Plan.

Q19 WHAT HAPPENS IF THE PLAN IS AMENDED OR TERMINATED?

A19 The Employer reserves the right, of course, to amend the Plan, to discontinue contributions or, when permitted by law, to terminate the Plan. No amendment can reduce the amount in your account or eliminate any of the benefit form options offered in the Plan.

If the Plan terminates, you are 100% vested in your account. The Plan is exclusively for the benefit of its members and, therefore, money cannot go back to the Employer because of the Plan's termination.

Upon termination of the Plan, we will either distribute your benefits to you as soon as administratively possible (with the approval of the Internal Revenue Service) or transfer your benefits to another plan sponsored by the Employer.

Q20 IS THERE EVER A TIME WHEN BENEFITS CAN BE LOST OR DENIED?

A20 (1) The value of your account depends on the value of Plan investments. This is why your account must be invested carefully.

(2) Money will not be paid to you from the Plan while you are employed by the Employer, unless there is a loan to you, you take a hardship withdrawal, or you have attained age 59 1/2.

(3) There are no legal guarantees that the Employer will make contributions each year.

(4) Generally, your account balance cannot be assigned or alienated. This means that your account balance cannot be sold, given away or otherwise transferred. In addition, your creditors may not attach or garnish or otherwise demand payment from your account. However, there is an exception to this general rule. This exception applies to "qualified domestic relations orders." The Plan Administrator is required by law to recognize these orders which are
defined as a decree or order issued by a court that obligates you to pay child support or alimony. In addition, a qualified domestic relations order may allocate a portion of your account balance to your spouse, former spouse, child or other dependent. If a qualified domestic relations order is received by the Plan Administrator, all or a portion of your account balance may be used to satisfy the obligation. The Plan Administrator, in accordance with procedures set forth in the law, shall determine the validity of any domestic relations order it receives and shall inform you if it has received one affecting you.
Q21  WHAT ARE THE TAX CONSEQUENCES WHEN I AM PAID PLAN BENEFITS?

A21  The Employer's contributions to your account and all investment earnings are tax deferred until actually paid to you from the Plan.

Whenever you receive a distribution from your Plan, other than certain distributions of your Roth contributions (see Q & A 3), the distribution will normally be subject to income taxes. You may, however, be able to reduce or defer the tax due on your distribution.

**Special Tax Rules:** Federal law requires that the Plan Administrator provide anyone who receives a distribution from a retirement plan with a written explanation of the rules regarding the taxation of those distributions. The Plan Administrator will provide you with a written explanation of those rules when you receive benefit payments from the Plan.

If IRS rules require that you receive a return of your pre-tax savings contributions after the end of the Plan Year, the amount of such contributions and the earnings thereon are treated, in general, for tax purposes, as received by you in the calendar year in which you made the contribution.

The Internal Revenue Code provides several complex rules relating to the taxation of the amounts you may receive in a distribution. YOU SHOULD PROMPTLY CONSULT A TAX ADVISOR IN DECIDING WHAT YOU SHOULD DO WITH RESPECT TO ANY DISTRIBUTION.
I. AUXILIARY FEATURES

Q22 CAN I MAKE ROLLOVER CONTRIBUTIONS TO THE PLAN?

A22 The Plan Administrator may allow you to roll over to this Plan all or a portion of a distribution you have received from another qualified employer plan. However, the rollover of these amounts is subject to a complex set of rules and, therefore, you should consult with the Plan Administrator prior to making a rollover contribution to this Plan.

If you do make a rollover, the transferred money will be credited to a separate account established for you by the Plan Administrator. You will always be 100% vested in your "rollover account," but this amount will be affected by any gains or losses attributable to investment performance. Any amounts in your "rollover account" will be distributed to you when you would otherwise receive payment of your Plan benefits.

Q23 AM I ALLOWED TO BORROW FROM THE PLAN?

A23 Yes, subject to the terms of the applicable annuity contract or custodial account agreement, the Plan Administrator will allow members to borrow money from their accounts. The Loan Program which follows is a general overview of the Plan's rules regarding loans.

Eligibility: Loans are available only to Plan members.

Authorized Position/Person to administer loan program: Plan Administrator

Application Procedure: The member completes a loan application. If the application is approved, the member must sign a promissory note and obtain his/her spouse's written consent if applicable. The member must agree to bear the administrative expense of processing the loan.

Loan Approval Basis: All loan applications that meet all the following requirements shall be approved. However, the administrator shall refuse to grant loans to members who indicate intent to not repay the obligation in accordance with its proposed terms and/or to members who have other loans from the Plan which are in default, unless the administrator determines that renegotiation of defaulted loans is the best method for securing repayment.

Types of Loans Available: Loans for a maximum term of 5 years. The interest rate shall be a commercially reasonable rate determined by the Plan Administrator or under the terms of the applicable annuity contract or custodial account. The interest rate may be adjusted from time to time if so provided under the terms of the applicable funding vehicle. The term of a loan to be used to acquire a member's principal residence may
extend to 10 years or such other reasonable period as may be provided under the applicable funding vehicle. The collateral will be 50% of the Participant's vested interest in the Plan.

**Maximum / Minimum Amount of Loan:** 50% of a member's vested interest, but never more than $50,000; $1,000 Minimum. Loans from all plans of the sponsoring **Employer** are combined to determine the maximum available loan. Loan amounts will be taken from Roth contributions, if any, after all other types of money in your account under the Plan.

**Loan Repayment:** At least quarterly payments of principal and interest with level periodic payments. Loans will be repaid by check or by such other method as may be required or permitted under the applicable annuity contract or custodial account. Full and partial pre-payments are allowed.

If you take an unpaid leave of absence due to military service, your loan repayments may be suspended for a period of up to the lesser of five years or your period of military service. Please consult the Plan Administrator for further information.

If you take an authorized, unpaid leave of absence for other reasons, your loan repayments may be suspended for a period of up to the lesser of twelve months or the period of your authorized leave. Please consult the Plan Administrator for further information.

**Loan Default Procedure:** A loan to a member shall be considered in default at such time as the required payments are delinquent. A loan payment shall be deemed delinquent, and the loan will be in default, if the loan payment is not made by the end of the calendar quarter following the calendar quarter in which the payment was due (or such earlier time as provided under the applicable funding vehicle). Upon default, the loan will be treated as a taxable distribution to the member and a Form 1099-R will be distributed reflecting the entire amount of the outstanding loan as a taxable distribution. A member who has terminated employment and whose loan is in default, or who elects a distribution of his vested account prior to repaying the loan, shall have his/her Plan interest reduced by the amount of the outstanding loan.

**Q24**

**CAN I MAKE WITHDRAWALS FROM THE PLAN WHILE I AM EMPLOYED?**

**A24**

**Hardship Withdrawals:** Subject to the terms of the applicable annuity contract or custodial account agreement, if you experience severe hardship for which other personal funds are not available, the Plan will allow you to withdraw the amount which you need for that emergency, provided that you obtain the consent of your spouse, if applicable.

You may withdraw all or a portion of your vested account, except earnings on your pre-tax savings contributions.
Hardship withdrawals will be allowed for:

(1) Costs directly related to the purchase of your primary residence (excluding mortgage payments).

(2) Unreimbursed medical expenses for you, your spouse or your dependent or unreimbursed expenses that are necessary so that you, your spouse or your dependent could obtain medical care.

(3) Tuition, educational fees, and room and board expenses for the next twelve months of post-secondary education for you, your spouse or your dependent.

(4) Amounts necessary to prevent your eviction from your primary residence or to prevent foreclosure on your primary residence.

(5) Payments for burial or funeral expenses for your deceased parent, spouse, child or other dependent.

(6) Expenses for the repair of damage to your primary residence that would qualify for a casualty deduction under the Internal Revenue Code.

Hardship withdrawals may not be paid back to the Plan. You will have to pay current income taxes on amounts you withdraw, and possibly a 10% penalty tax for withdrawals prior to age 59 1/2. To qualify for a hardship withdrawal, you will be required to:

(a) provide documented proof of the hardship on an application form provided by the Plan Administrator;

(b) suspend your right to make pre-tax savings contributions for 6 months and possibly limit, according to IRS rules, the amount which you may contribute in the future; and

(c) borrow the maximum amount available to you under the Plan's loan provisions.

In-Service Distributions

Subject to the terms of the applicable annuity contract or custodial account agreement, upon attaining age 59 1/2, you may withdraw all or a portion of your vested account if you are still employed by the Employer. To do so, you must make a written request with the Plan Administrator at least 30 days before you wish to withdraw the funds and receive the consent of your spouse, if applicable.

You may withdraw all or any portion of your account attributable to rollover contributions made to the Plan on or after January 1, 2002 at any time by making a written request with the Plan Administrator at least 30 days before you wish to withdraw the funds.
J. ADMINISTRATIVE FEES AND EXPENSES

The Employer's administrative procedures under the Plan permit the payment of Plan expenses to be made from Plan assets. If the Employer does not pay these expenses, then expenses paid from Plan assets will generally be allocated among the accounts of all members of the Plan.

However, there are certain expenses that may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. The expenses may be paid directly from your account (and not the accounts of other Plan members) because they are directly related to your benefit under the Plan.

The expenses that are paid directly from an individual Plan member's account will be those expenses that are set forth on the specific investment company forms. In addition, your account may be charged for expenses to process court orders that require payment to your ex-spouse or a dependent in divorce proceedings.

The Employer or investment company, from time to time, may change the manner in which expenses are allocated.
UNION COLLEGE
RETIREMENT PLAN

SUMMARY OF MATERIAL MODIFICATIONS

2009 – 2015
UNION COLLEGE RETIREMENT PLAN
Summary of Material Modifications

TO: All Participants

June 1, 2015

This Summary of Material Modifications ("SMM") clarifies certain existing terms of the Union College Retirement Plan (the "Plan") and explains certain new Plan terms. The SMM supplements the information set forth in the Plan's summary plan description ("SPD") that was previously distributed to you. Please keep this Notice with your copy of the SPD for future reference.

1. We have broadened the extent to which we will credit prior service with another college or university for eligibility purposes under the Plan by including two additional types of retirement plans and by extending eligibility consideration to an active account regardless of it being from the immediately preceding college/university. Effective January 1, 2015, the plan administrator will credit for eligibility purposes years of service at another college/university if the employee was previously eligible for and received employer contributions under that college's/university’s 401(a), 401(k), or 403(b) plan and still has an account with that plan when joining the Plan. Employees providing proof acceptable to the plan administrator of eligible prior service within 60 days from the date on which they first perform an hour of service for Union College or 60 days from the date on which the College sends them their appointment letter, whichever is later, will receive the 11% contribution retroactive to the date on which they first perform an hour of service for the College. Any other employee who provides proof acceptable to the plan administrator of eligible prior service will receive the 11% contribution beginning on the first pay date of the first quarter following the date on which he or she submits acceptable proof of eligible prior service.

2. We have changed how we calculate service for plan eligibility purposes. Effective January 1, 2015, if an employee does not satisfy the service requirements for Plan eligibility before his or her first anniversary, we will determine if the employee has satisfied those requirements during the full plan year that includes the employee’s first anniversary date and then for each subsequent full plan year (January – December) thereafter. This change allows for a more efficient and effective review of eligibility on a college-wide calendar year basis versus on an anniversary year basis.

3. We have clarified the terms of the non-elective contribution we make to the Plan. Effective January 1, 2015, that contribution is as follows:

- For each eligible participant who is regularly scheduled to complete 1,000 hours of service during the plan year, 11% of the participant’s compensation per pay period.
• For each other eligible participant (i.e., those who are not regularly scheduled to work 1,000 hours of service during the plan year but who actually complete at least 1,000 hours during the plan year), 11% of the participant’s compensation per plan year.

4. We have clarified when a participant may receive an allocation of non-elective contributions. Effective January 1, 2015, a participant who has satisfied the initial eligibility requirements will receive non-elective contribution each payroll period, if he or she is scheduled to complete 1,000 hours of service during the plan year, regardless of whether they actually complete 1,000 hours of service during the plan year. If a participant is not scheduled to complete 1,000 hours of service, but does, in fact complete 1,000 hours of service during the plan year, he or she will receive non-elective contribution for the plan year as soon as administratively practicable after the last day of the plan year.

5. We have changed the conditions under which a participant with a defaulted Plan loan may secure a new Plan loan. Effective January 1, 2015, a Participant who has defaulted on a Plan loan may not take a new Plan loan until the Participant has repaid the prior loan in full.

If you have any questions about this Notice, or would like additional information about the Plan, please contact Eric Noll, Chief Human Resources Officer, at (518) 388-6108.

This document is a Summary of Material Modifications. You should keep it with your important papers. This Summary of Material Modifications is not meant to interpret, extend, or change the provisions of your Plan in any way. Provisions of your Plan may only be determined accurately by reading the actual Plan documents. In the event of any discrepancy between the Summary of Material Modifications and an actual provision of the Plan, the Plan provision shall govern.
6th AMENDMENT TO THE
UNION COLLEGE RETIREMENT PLAN

Union College hereby amends Union College Retirement Plan (the “Plan”),
effective January 1, 2015, as follows:

1. Section 12(b)(2) of the Adoption Agreement is amended in its entirety
to read as follows:

(2) [x] Describe. Credit for eligibility purposes is given for Years of Service
performed with another institution of higher education if the Employee was previously
eligible for and received employer contributions (i.e., discretionary, nondiscretionary,
and/or matching contributions) under the other institution’s 401(a), 401(k), or 403(b) plan
and still has an account with that institution’s plan on the Entry Date. An Employee who
provides proof acceptable to the Plan Administrator of eligible prior service within 60
days from the date on which the Employee first performs an Hour of Service for the
Employer or 60 days from the date on which the Employer sends the Employee his or her
appointment letter, whichever is later, will receive the Employer Nonelective
Contribution described in Section 25(f) of this Adoption Agreement on a per pay period
basis retroactive to the date on which he or she first performed an Hour of Service for the
Employer. Any other Employee who provides proof acceptable to the Plan Administrator
of eligible prior service will receive the Employer Nonelective Contribution beginning on
the first pay date of the first quarter following the date on which he or she submits
acceptable proof of eligible prior service.

2. Section 15(b) of the Adoption Agreement is amended in its entirety to
read as follows:

(b) [x] Subsequent Eligibility Computation Periods. After the Initial Eligibility
Computation Period described in Section 2.02(C), the Plan measures
Subsequent Eligibility Computation Periods as (Choose one of (1) or (2)):

(1) [x] Plan Year. The Plan Year, beginning with the Plan Year which includes
the first anniversary of the Employee’s Employment Commencement
Date.

(2) [ ] Anniversary Year. The Anniversary Year, beginning with the
Employee’s second Anniversary Year.

3. Section 25(f) of the Adoption Agreement is stricken in its entirety, and
Section 25(b)(3) is amended to read as follows:

(3) [x] Describe: For each eligible Participant who is regularly scheduled to
complete at least 1,000 Hours of Service during the Plan Year, 11% of the Participant’s
Compensation per pay period. For each other eligible Participant (i.e., those who are not
regularly scheduled to complete 1,000 Hours of Service during the Plan Year but actually
do complete at least 1,000 Hours of Service during the Plan Year), 11% of the
Participant’s Compensation per Plan Year. For these purposes, the term “Participant”
includes any Participant who is on a paid leave of absence. If an eligible Participant is
disabled and eligible to receive benefits under the Employer’s long-term disability policy,
contributions will continue to be made to the Plan on behalf of the Participant to the
extent provided under the long-term disability policy, and subject to the requirements of
the Internal Revenue Code. Any such contributions on behalf of a disabled Participant
will be based on Compensation in effect immediately prior to disability.

4. Section 27 of the Adoption Agreement is amended in its entirety to
read as follows:

27. ALLOCATION CONDITIONS (3.06(B)). The Plan does not apply any allocation
conditions to: (1) Elective Deferrals; (2) Safe Harbor Contributions; (3) Employee
Contributions; (4) Additional Matching Contributions; or (5) Rollover Contributions. To
receive an allocation of Matching Contributions, Nonelective Contributions (including
QNECs except as described otherwise below and except as provided in Section 3.06(A)),
or Participant forfeitures, a Participant must satisfy the following allocation condition(s)
(Choose one or more of (a) through (e) as applicable):

<table>
<thead>
<tr>
<th>(1) All Employer Contributions and Forfeitures</th>
<th>(2) Matching</th>
<th>(3) Nonelective Contributions</th>
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<tbody>
<tr>
<td>(a) [ ] None.</td>
<td>[ ] OR</td>
<td>[ ]</td>
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<tr>
<td>(b) [ ] 501 HOS/terminees (91 consecutive days if Elapsed Time)</td>
<td>[ ] OR</td>
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<td>(c) [ ] Last day of the Plan Year. [ ] OR</td>
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<tr>
<td>(d) [ ] 1,000 HOS (182 Consecutive days if Elapsed Time) in the Plan Year.</td>
<td>[ ] OR</td>
<td>[ ]</td>
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<td>(e) [x] Describe: An employee who has satisfied the initial eligibility requirements will receive an allocation of the Employer’s Nonelective Contribution each payroll period if he or she is scheduled to complete 1,000 Hours of Service during the Plan Year. If an Employee is not scheduled to complete 1,000 Hours of Service, but does, in fact complete 1,000 Hours of Service during the Plan Year, he or she will receive an allocation of the Employer’s Nonelective Contribution for the Plan Year as soon as administratively practicable after the last day of the Plan Year. (e.g., last day of the Plan Year as to Nonelective Contributions for Related Employer “A” Participants. No allocation conditions for Related Employer “B” Participants.)</td>
<td></td>
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[Note: Unless the Plan is governmental or church plan, the Employer under election 27(e) may not impose an Hour of Service condition exceeding 1,000 Hour of Service in a Plan Year.]

5. Section 7.06(B) of the plan document is amended by adding the following provision to the end thereof:

The Vendor may not make a new Plan loan to a Participant who has defaulted on a prior loan until the Participant has repaid that prior loan in full.

IN WITNESS WHEREOF, Union College has caused this Amendment to be signed by its duly authorized representative as of this 14th day of May, 2015.

UNION COLLEGE

By: __________________________

Title: __________________________
UNION COLLEGE RETIREMENT PLAN

SUMMARY OF MATERIAL MODIFICATIONS

The Union College Retirement Plan (referred to as the "Plan") has recently been amended. Effective January 1, 2013, a member of the Plan may not have more than three outstanding loans. If you already have three or more outstanding loans, then on and after January 1, 2013 you may not take another loan until your total number of outstanding loans is less than three. As you know, the maximum amount you may borrow from all plans of the Employer is the lesser of (1) $50,000 reduced by the highest outstanding balance of loans, if any, during the preceding 12-month period over the current outstanding balance of loans; or (2) 50% of your vested interest. Loans from all plans of the Employer are combined to determine whether you have borrowed the maximum available amount.

Please see Q & A 23 of the Summary Plan Description for more information regarding loans.

You should keep this notice with your copy of the Summary Plan Description.

Date: 1/1/13

Plan Administrator:

Plan Name: Union College Retirement Plan

Plan Number: 001

Plan Sponsor: Union College
807 Union Street
Schenectady, NY 12308
Telephone: (518) 388-6108
EIN: 14-1338580

Plan Administrator: Plan Sponsor
The following description of the Participant loan program is effective as of January 1, 2013.

Any loan issued from the Plan is subject to the terms of the applicable annuity contract or custodial account agreement. In the event of a discrepancy between this Loan Program and the provisions of the applicable annuity contract or custodial account agreement, the provisions of the annuity contract or custodial account agreement will control.

**Plan:**
Union College Retirement Plan

**Eligibility:**
Loans are available to Plan Participants.

**Authorized Position/Person to administer loan program:**
Plan Administrator

**Application Procedure:**
The Participant completes a loan application. If the application is approved, the Participant must sign a promissory note and obtain his/her spouse's written consent if applicable. The Participant must agree to bear the administrative expense of processing the loan.

**Loan Approval Basis:**
All loan applications that meet all the following requirements shall be approved. Only three outstanding loans are permitted at any one time. However, the administrator shall refuse to grant loans to Participants who indicate intent to not repay the obligation in accordance with its proposed terms and/or to Participants who have other loans from the Plan which are in default, unless the administrator determines that renegotiation of defaulted loans is the best method for securing repayment.

**Types of Loans Available:**
Loans for a maximum term of 5 years. The interest rate shall be a commercially reasonable rate determined by the Plan Administrator or under the terms of the applicable annuity contract or custodial account. The interest rate may be adjusted from time to time if so provided under the terms of the applicable funding vehicle. The term of a loan to be used to acquire a Participant's principal residence may extend to 10 years or such other reasonable period as provided under the terms of the funding vehicle. The collateral will be 50% of the Participant's vested interest in the Plan.

**Maximum/Minimum Amount of Loan:**
The minimum loan is $1,000. A Participant's loan shall not exceed the lesser of: (1) $50,000, which amount shall be reduced by the highest outstanding balance of loans, if any, during the preceding 12-month period over the current outstanding balance of loans; or (2) 50% of the Participant's vested interest. Loans from all plans of the sponsoring Employer are combined to determine the maximum available loan. Loan amounts will be taken from Roth contributions, if any, after all other types of money in your account under the Plan.
**Loan Repayment:**

At least quarterly payments of principal and interest with level periodic payments. Loans will be repaid by check or by such other method as the Plan's investment company may permit or require. Full and partial pre-payments are allowed to the extent permitted by the applicable funding vehicle.

Repayments may be suspended in the case of a Participant who is on an unpaid leave of absence due to military service. The suspension shall not exceed the lesser of five years or the Participant's period of military service. Except in the case of a loan used to acquire the Participant's principal residence, the loan must be repaid in full within a period (starting on the date the loan is first made) that is not to exceed (1) five years, plus (2) the lesser of the period of military service or five years.

Repayments may be suspended in the case of a Participant who is on an authorized, unpaid leave of absence for other reasons. The suspension shall not exceed the lesser of twelve months or the period of the Participant's authorized leave. Except in the case of a loan used to acquire the Participant's principal residence, the loan must be repaid in full within a period (starting on the date the loan is first made) that is not to exceed five years.

**Loan Default Procedure:**

A loan to a Participant shall be considered in default at such time as the required payments are delinquent. A loan payment shall be deemed delinquent, and the loan will be in default, if the loan payment is not made by the end of the calendar quarter following the calendar quarter in which the payment was due (or upon such earlier date as may be specified under the terms of the applicable funding vehicle). Upon default, the loan will be treated as a taxable distribution to the Participant and a Form 1099-R will be distributed reflecting the entire amount of the outstanding loan as a taxable distribution. A Participant who has terminated employment and whose loan is in default, or who elects a distribution of his vested account prior to repaying the loan, shall have his/her Plan interest reduced by the amount of the outstanding loan.

**Date**

[Signature]

Plan Administrator
AMENDMENT TO THE

UNION COLLEGE RETIREMENT PLAN

WHEREAS, Union College (the "Employer") adopted the Union College Retirement Plan (the "Plan") for the benefit of its employees, originally effective as of June 12, 1920; and

WHEREAS, the Plan was thereafter amended from time to time, including a complete restatement effective as of January 1, 2009; and

WHEREAS, the Employer wishes to further amend the Plan;

NOW, THEREFORE, pursuant to the power reserved to the Employer in Article IX of the Plan, Election 48. of the Plan's Adoption Agreement is hereby amended in its entirety to read as follows, effective January 1, 2013:

"48. PARTICIPANT LOANS (7.06)

(a) [ ] The Plan does not permit Participant loans.

(b) [X] The Plan permits Participant loans (unless the contract or agreement provide otherwise) as follows:

(1) Loan Amount. (Choose one):

a [ ] Not limited except as by Applicable Law.

b [X] May not borrow less than $1,000 in any single loan.

c [ ] May not borrow less than $________ (not more than $1,000) in any single loan.

(2) Limit on number of loans. (Choose one):

a [ ] One

b [X] Specify: three

(3) Loan Interest. The interest rate on a Plan loan will be (Choose one):

a [ ] Prime plus. Fixed at __________% (insert percentage) above USA Today published prime rate.

b [ ] Specified rate: ____________________________

c [X] Plan Administrator. A commercially reasonable rate established by the Plan Administrator or under the terms of the applicable funding vehicle.

(4) Home loan term. The loan term for a loan used to acquire a Participant's principal residence will be (Choose one):

a [ ] 15 years.

b [X] 10 years or other reasonable period provided under the terms of the applicable funding vehicle.

(5) Leaves of absence (non-military). For a period of up to one year following an approved non-military leave of absence, the Plan Administrator (Choose one):

a [X] Will suspend loan payments.

b [ ] Will not suspend loan payments."
IN WITNESS WHEREOF, the Employer, by its duly authorized officer, has caused this Amendment to be executed this 7th day of November, 2012.

UNION COLLEGE

By: [Signature]
SUMMARY OF MATERIAL MODIFICATION
UNION COLLEGE RETIREMENT PLAN
APRIL 23, 2010

To: Participants in the Union College Retirement Plan

On February 5, 2010, Union College ("Union") amended the Union College Retirement Plan ("Plan") as described below effective July 1, 2010.

This summary of material modification supplements the summary plan description ("SPD") of the Plan, effective as of January 1, 2009.

In 2004, Union allowed Union Graduate College ("UGC") to participate in the Plan. Effective July 1, 2010, the agreement between Union and UGC, which allowed UGC employees to participate in the Plan, will be terminated.

The Plan has been amended to limit eligibility and participation in the Plan to employees of Union. UGC employees will no longer be eligible to participate in the Plan by making pre-tax savings and Roth contributions and receiving any Employer contributions.

Please attach this document to your SPD for future reference. If you have questions about this communication, please contact Human Resources at (518) 388-6108 or at the Human Resources Office, 17 South Lane.

ERISA Information

Plan Sponsor: Union College
Sponsor’s EIN: 14-1338580
Plan Number: 001
REVISED

RESOLUTION OF THE BOARD OF TRUSTEES OF UNION COLLEGE IN THE TOWN OF SCHENECTADY IN THE STATE OF NEW YORK a/k/a “UNION COLLEGE”

February 5, 2010

Amendment to Retirement Plan
Amendment to Employee Choice Plan

WHEREAS, Union College (the “College”) previously adopted and maintains retirement, health, welfare, and fringe benefit plans for eligible participants;

WHEREAS, the Trustees of Union College adopted a resolution dated February 6, 2004, to allow Union Graduate College (“UGC”) employees to participate in the College’s retirement, health, welfare, and fringe benefit plans (collectively referred to as the “Plans”) at no cost to the College;

WHEREAS, the College, in order to achieve the objective of allowing UGC’s employees to participate in the College’s retirement, health, welfare, and fringe benefit plans, included UGC in its Plans in accordance with an agreement between the College and UGC;

WHEREAS, effective July 1, 2010, the agreement between the College and UGC allowing such participation in the Plans will be terminated; and

WHEREAS, the College desires to amend these retirement, health, welfare, and fringe benefit plans and summaries in certain aspects.

NOW, THEREFORE, BE IT RESOLVED, that the retirement, health, welfare and fringe benefit plans sponsored by the College benefit only employees directly employed by the College or its divisions, subsidiaries or affiliated companies;

BE IT FURTHER RESOLVED, that the College hereby adopts the Union College Employee Choice Plan and Union College Retirement Plan amendments which are attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that the appropriate officers of the College are hereby authorized to take such actions and execute such instruments as may be necessary to fully accomplish the purposes of the foregoing resolutions.

CERTIFICATION

The undersigned, Assistant Secretary of The Board of Trustees of Union College in the Town of Schenectady in the State of New York (a/k/a Union College) hereby certifies that the foregoing resolution was duly adopted at a meeting of the Board of Trustees of The Board of Trustees of Union College in the Town of Schenectady in the State of New York (a/k/a Union College) held on February 5, 2010, it has not been amended or repealed and remain in full force and effect.
By: [Signature]

Name: Kathryn J. Quinn

Its: Assistant Secretary

Date: February 5, 2010
REVISED
AMENDMENT #1 TO THE RESTATED
UNION COLLEGE RETIREMENT PLAN

AMENDMENT made effective July 1, 2010 by Union College, an educational institution organized and existing under the laws of the State of New York, (herein referred to as the "College").

WITNESSETH

WHEREAS, the College previously adopted and maintains the restated Union College Retirement Plan (the "Plan"), effective June 12, 1920, to provide retirement benefits to the participants;

WHEREAS, the College allowed Union Graduate College ("UGC") to participate in the Plan in 2003 in accordance with an agreement between the College and UGC;

WHEREAS, the College desires that only employees directly employed by the College or its divisions, subsidiaries or affiliated companies be able to participate in the Plan;

WHEREAS, effective July 1, 2010, the agreement between the College and UGC allowing such participation in the Plan will be terminated;

WHEREAS, pursuant to the 403(b) Prototype Plan Basic Plan Document Section 9.02, the College may amend the Plan at anytime; and

WHEREAS, the College desires to amend the Plan in certain aspects.

NOW, THEREFORE, BE IT RESOLVED, that effective July 1, 2010, the Plan is hereby amended as follows:

The Plan's Participation Agreement shall be amended by deleting Graduate College of Union University (now known as Union Graduate College).

IN WITNESS WHEREOF, this Amendment #1 is adopted this 5th day of

February 2010.

Union College

By: 

Name: Diane Blake
Title: Vice President for Administration and Finance

Attest:

Name: Kathryn L. Quinn
Assistant Secretary
SUMMARY OF MATERIAL MODIFICATION

Union College Defined Contribution Retirement Plan

Roth 403(b)

The purpose of this document is to update your Summary Plan Description (SPD) for an amendment that was made to your employer's retirement plan. This document is very important and should be kept with your SPD. If any provision in this Summary of Material Modification (SMM) conflicts with your SPD, the terms of this SMM will apply. Your SPD is amended to read as follows:

Effective January 1, 2009, the Union College Defined Contribution Plan (the Plan) was changed. If you are eligible to contribute to the Plan, you may now choose to contribute on a pretax basis or after tax to a Roth 403(b) account. When you terminate, Roth accumulations can be rolled over to another retirement plan that accepts Roth rollovers or to a Roth IRA.
Amendment for Roth 403(b) Provision to the
Union College Defined Contribution Retirement Plan

IN WITNESS WHEREOF, Union College herein amends its Union College Defined Contribution Retirement Plan, effective January 1, 2009, as follows:

The following Article is added to the Plan, at the end thereof:

ROTH ELECTIVE DEFERRALS

Section 1. General Application.

1.1 This article will apply to contributions beginning January 1, 2009.

1.2 As of the effective date under section 1.1, this Plan will accept Roth Elective Deferrals made by Participants. A Participant's Roth Elective Deferrals will be allocated to a separate account maintained for such deferrals as described in section 2.

1.3 Unless specifically stated otherwise, Roth Elective Deferrals will be treated as Elective Deferrals for all purposes under this Plan.

Section 2. Separate Accounting

2.1 Contributions and withdrawals of Roth Elective Deferrals will be credited and debited to the Roth Elective Deferral Account maintained for each Participant.

2.2 The Plan will maintain a record of the amount of Roth Elective Deferrals in each Participant's account.

2.3 Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth Elective Deferral account and the Participant's other accounts under the Plan.

2.4 No contributions other than Roth Elective Deferrals and properly attributable earnings will be credited to each Participant's Roth Elective Deferral account.

Section 3. Direct Rollovers
3.1 Notwithstanding any other Section of this Plan, a direct rollover of a distribution from a Roth Elective Deferral account under this Plan will only be made to another Roth Elective Deferral account under an applicable retirement plan described in Code §402A(e) or to a Roth IRA described in Code §408A, and only to the extent the rollover is permitted under the rules of Code §402(c).

3.2 Notwithstanding any other Section of this Plan, this Plan will accept a rollover contribution to a Roth Elective Deferral account only if it is a direct rollover from another Roth Elective Deferral account under an applicable retirement plan described in Code §402A(e) and only to the extent the rollover is permitted under the rules of Code §402(c).

Section 4. Definition of Roth Elective Deferral

4.1 A Roth Elective Deferral is an Elective Deferral that is: (a) Designated irrevocably by the Participant at the time of Elective Deferral as a Roth Elective Deferral that is being made in lieu of all or a portion of the pre-tax Elective Deferrals the Participant is otherwise eligible to make; and is (b) Treated by the Institution as being includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made an Elective Deferral election.
SUMMARY OF MATERIAL MODIFICATION

Union College Defined Contribution Retirement Plan

Hardship Distributions

The purpose of this document is to update your Summary Plan Description (SPD) for an amendment that was made to your employer's retirement plan. This document is very important and should be kept with your SPD. If any provision in this Summary of Material Modification (SMM) conflicts with your SPD, the terms of this SMM will apply. Your SPD is amended to read as follows:

Under what situation may I receive a cash withdrawal while still employed if I incur a hardship?

Generally, the only financial needs that qualify for hardship distribution as immediate and heavy financial needs are deductible medical expenses for you or your immediate family, purchase of your principal residence, payment of tuition and related educational needs for the next 12 months of post-secondary education for you or your immediate family, or prevention of eviction from your home or foreclosure upon your principal residence. In addition, for Plan Years beginning on or after January 1, 2006 funeral or burial expenses of a member of your family or payments to repair damage to your principal residence that qualify for a casualty loss deduction are also considered to meet the financial hardship requirements. Your Plan will require that you obtain all distributions and all nontaxable loans from all Plans maintained by your Employer prior to qualifying for a hardship distribution. And your Elective Deferrals (and Nondeductible Employee Contributions, if applicable) will be suspended for at least six months after receipt of a hardship distribution. Hardship distributions are subject to a 10 percent penalty tax if received before you reach age 59.
Amendment for Hardship Distribution Changes to the Union College Defined Contribution Retirement Plan

IN WITNESS WHEREOF, Union College herein amends its Union College Defined Contribution Retirement Plan, effective January 1, 2009, as follows:

Section 7.15 Hardship Distribution is amended by adding the following paragraph as paragraph 3:

For purposes of this Section, hardship is defined as an immediate and heavy financial need of the Participant where such Participant lacks other available resources. The following are deemed to be immediate and heavy needs of the Participant: (a) expense incurred or necessary for medical care, described in Section 213(d) of the Code, of the Participant, the Participant’s spouse or dependents, (b) the purchase (excluding mortgage payments) of a principal residence for the Participant, (c) payment of tuition and related educational fees for the next 12 months of post-secondary education for the Participant, or the Participant’s spouse, child or dependents, (d) payment to prevent the eviction of the Participant from, or a foreclosure on the mortgage of, the Participant’s principal residence, (e) for taxable years beginning on or after January 1, 2006, funeral or burial expenses of Participant’s deceased parent, spouse, children or dependents, and (f) for taxable years beginning on or after January 1, 2006, payment to repair damage to the Participant’s principal residence that would qualify for a casualty loss deduction under Section 165 of the Code (determined without regard to whether the loss exceeds 10 percent of adjusted gross income) and (g) such other circumstances as may be specified in Regulation Section 1.401(k)-1(d)(2)(iii)(B) or subsequent promulgations.
SUMMARY OF MATERIAL MODIFICATION

Union College Defined Contribution Retirement Plan

Definition of Compensation

The purpose of this document is to update your Summary Plan Description ( SPD) for an amendment that was made to your employer’s retirement plan. This document is very important and should be kept with your SPD. If any provision in this Summary of Material Modification ( SMM) conflicts with your SPD, the terms of this SMM will apply. Your SPD is amended to read as follows:

Effective July 1, 2009, the Union College Defined Contribution Plan (the Plan) was changed to more clearly and accurately define what is included as “compensation” when determining Union College’s contribution to the plan.
Amendment for Definition of Compensation

Union College Defined Contribution Retirement Plan

IN WITNESS WHEREOF, Union College herein amends its Union College Defined Contribution Retirement Plan, effective July 1, 2009, as follows:

Article 1, Section 1.6 – Definition of Compensation is amended by replacing the first paragraph with the following:

Definition of Compensation for 403(b) Plan

For purposes of the retirement plan, compensation means the amount reported as wages on a Participant's Form W-2, plus amounts that would have been received and includible in gross income but for an election under Code §§125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b). Compensation does not include imputed income on group term life insurance, bonuses, overtime, stipends, research grants (unless the grants expressly provide for the funding of retirement benefits), overloads, severance pay, or other non-base compensation, including items expressly excluded from compensation under the salary letters of all Faculty, Administrators or Staff. Except for purposes of determining who is a highly compensated employee and the contribution limitations under Code §415(c), the annual Compensation of each Participant taken into account for determining all contributions or benefits provided by the Employer under the Plan for any Plan Year shall not exceed $200,000, as adjusted for increases in the cost-of-living in accordance with Code §401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to any determination period beginning in that calendar year. If a determination period consists of fewer than twelve (12) months the annual Compensation limit is an amount equal to the otherwise applicable annual Compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is twelve (12).
SUMMARY OF MATERIAL MODIFICATION

Union College Defined Contribution Retirement Plan

Registered Investment Advisors

The purpose of this document is to update your Summary Plan Description (SPD) for an amendment that was made to your employer’s retirement plan. This document is very important and should be kept with your SPD. If any provision in this Summary of Material Modification (SMM) conflicts with your SPD, the terms of this SMM will apply. Your SPD is amended to read as follows:

If you have secured the services of a Registered Investment Advisor (RIA) for your retirement account, you may provide them with access to and information about your retirement account. You can also authorize payment to the RIA directly from your retirement account for trading and other fees. The use of an RIA may not be an appropriate option for all employees, but for those employees who would like to hire a Registered Investment Advisor for their retirement account, we wanted to make you aware that you have the option to authorize your RIA to have direct access to your retirement account.

What is a Registered Investment Advisor?
A Registered Investment Adviser (RIA) is a person or firm registered with the Securities and Exchange Commission (SEC) and/or a state licensing authority as a provider of professional financial management services. They do not represent any approved vendors nor do they sell their products.

What are the benefits of a Registered Investment Advisor?
An RIA can help you:
• Set achievable financial and personal goals
• Provide objective financial advice on your investments
• Assess your current financial situation by taking a comprehensive look at your assets, liabilities, income, insurance, taxes and investment and estate planning
• Develop a realistic and comprehensive plan to help you reach your retirement and other financial goals
• Provide on-going monitoring of your savings, investment selections and asset allocation for all of your accounts

Will the investment providers or Union College provide me with an RIA?
No. You as a participant of the retirement plan have the option to select and hire an RIA at your own discretion and risk. Union College has no responsibility for selecting, investigating or monitoring the RIA’s activities in connection with your retirement account.
How do I grant my advisor account access, trading authorization, and payment of fees from my 403(b) account to pay for their services?

- You may set-up account access, trading authorization, and the payment for this service by signing the appropriate authorization forms provided by investment providers that will authorize your advisor to deduct fees from your account based upon the RIA’s instructions.

Do I have to use an advisor for help with my Union College Defined Contribution Retirement Plan?

No. Selecting an advisor is completely your decision. Associates from our investment providers will still continue to provide on-site, one-on-one consultations to assist you with your retirement planning* needs.

How do I secure the services of a RIA?

Union College has provided a list of reputable capital district financial planners that is viewable through the Human Resources website (Human Resources, Benefits, and Financial Planning Services):

You can also go to the following web addresses provided by the Securities Exchange Commission (SEC):

- Investment Advisor Public Disclosure:

- Tips on checking out Advisors:
  [http://www.sec.gov/investor/brokers.htm](http://www.sec.gov/investor/brokers.htm)

The Plan is intended to be a participant-directed plan as described in Section 404(c) of ERISA, which means that fiduciaries of the Plan are ordinarily relieved of liability for any losses that are the direct and necessary result of investment instructions given by a participant or beneficiary.

Registered Investment Advisor (RIA) services are provided by Independent Registered Investment Advisors who are unaffiliated with our vendors or Union College. Plan sponsor direction and appropriate RIA agreements and participant authorizations are necessary.
Amendment For Investment Advisor Fees for 403(b) Retirement Plan

AMENDMENT OF THE Union College Defined Contribution (DC) and Tax Deferred Annuity (TDA) Retirement Plan

IN WITNESS WHEREOF, Union College herein amends the Union College Defined Contribution and Tax Deferred Annuity Retirement Plan, as follows:

To the extent permitted by law and the provisions of the Funding Vehicle, Union College has the power to authorize the payment of Investment Advisor Fees incurred by a Participant. Such payment shall be directed by the Participant or by the Participant’s Investment Advisor and will be paid by the Fund Sponsor from the Participant’s Accumulation Account. Such payment shall be made directly to the Investment Advisor. Under no circumstances will the Plan be liable for such payment.

For purposes of this Amendment, the term “Investment Advisor” shall mean a person who is registered as such with the United States Securities and Exchange Commission (“SEC”) or with a state securities regulatory agency if the Investment Advisor is exempt from SEC registration requirements.

For the purposes of this Amendment, the term “Investment Advisor Fees” shall mean fees charged by a Participant’s Investment Advisor for advisory services relating to the Participant’s Accumulation Account under this Retirement Plan.
SUMMARY OF MATERIAL MODIFICATION

Union College Defined Contribution Retirement Plan

Loan Provision with Fidelity Investments

The purpose of this document is to update your Summary Plan Description (SPD) for an amendment that was made to your employer's retirement plan. This document is very important and should be kept with your SPD. If any provision in this Summary of Material Modification (SMM) conflicts with your SPD, the terms of this SMM will apply. Your SPD is amended to read as follows:

Effective September 1, 2009, the Union College Defined Contribution Plan (the plan) was changed to allow for Loans through Fidelity Investments. The SPD, Question 23 - “May I take a loan from the Plan?” has been amended as follows:

Under “#23. May I take a loan from the Plan” the following wording has been added:

“Yes, but if you have an existing loan, the maximum you can borrow will be reduced by the outstanding amount.” Generally, the minimum loan amount is $1,000 and the maximum loan amount is $50,000. Loans are generally repayable from 1 to 5 years. If the loan is to be used solely to purchase a primary residence, then the repayment period may be up to 10 years.

Under “B.” the current wording is replaced with the following:

Although your retirement plan account is intended for the future, you may borrow from your account for any reason. Generally, the Union College Retirement Plan allows you to borrow up to 50% of your vested account balance. The minimum loan amount is $1,000, and a loan must not exceed $50,000. You then pay the money back into your account, plus interest, through automatic deductions (ACH) from one of your personal bank accounts. Any outstanding loan balances over the previous 12 months may reduce the amount you have available to borrow. You may have one loan outstanding at a time. The cost to initiate a loan is $50.00, and there is a quarterly maintenance fee of $6.25. The initiation and maintenance fees will be deducted directly from your individual plan account. The interest rate for the loan is Prime + 1%. If you fail to repay your loan (based on the original terms of the loan), it will be considered in “default” and treated as a distribution, making it subject to income tax and possibly to a 10% early withdrawal penalty. Defaulted loans may also impact your eligibility to request additional loans. Be sure you understand the Plan guidelines before you initiate a loan from your plan account. To learn more about or request a loan, log on to www.fidelity.com/atwork or call the Retirement Benefits Line at 1-800-343-0860.
Amendment for Fidelity Loan Provision

Union College Defined Contribution Retirement Plan

IN WITNESS WHEREOF, Union College herein amends its Union College Defined Contribution Retirement Plan, effective September 1, 2009, as follows to allow for loans through Fidelity Investments:

Retirement plan participants with a Fidelity retirement account will be allowed to borrow from their account. The plan will allow individuals to borrow up to 50% of the vested account balance. The minimum loan amount is $1,000, and a loan must not exceed $50,000. Individuals will repay the loan into their account, plus interest, through automatic deductions (ACH) from a personal bank account. Any outstanding loan balances over the previous 12 months will reduce the amount available to borrow. Individuals may have one loan outstanding at a time. The cost to initiate a loan is $50.00, and there is a quarterly maintenance fee of $6.25. The initiation and maintenance fees will be deducted directly from an individual’s plan account. The interest rate for the loan is Prime + 1%. If the loan is not repaid (based on the original terms of the loan), it will be considered in "default" and treated as a distribution, making it subject to income tax and possibly a 10% early withdrawal penalty. Defaulted loans may also impact an individual’s eligibility to request additional loans. Plan participants are encouraged to understand the Plan guidelines before they initiate a loan.
2017

404(c) Notice to Plan Participants and Beneficiaries
Union College Retirement Plan

Dear Plan Participant:

Union College offers a defined contribution retirement plan to provide its eligible employees with a long-term savings vehicle and potential source of retirement income. Union College Retirement Plan (the "Plan") is intended to be an ERISA Section 404(c) plan. Under an ERISA Section 404(c) plan, plan fiduciaries may be relieved of liability for any losses that are the direct and necessary result of investment instructions given by a participant or beneficiary.

This notice should serve as a reminder that you are responsible for determining how to allocate your retirement plan savings among the investment choices offered by the Plan. You should review your investment choices and make any changes you believe are most appropriate for achieving your individual retirement savings goals. This notice provides a detailed explanation of the investment information provided to you by the plan. It also establishes the intent of the Plan Sponsor to comply with Section 404(c) and describes certain procedures and guidelines to ensure compliance with Section 404(c).

PLAN REPRESENTATIVE RESPONSIBLE FOR PROVIDING INFORMATION TO PARTICIPANTS

The person named below is responsible for ensuring that participants receive information upon request about the investment options available under the Plan and for ensuring that the participant's investment instructions are followed. Any inquiries can be directed to:

Mr. Eric C. Noll, SPHR, SHRM SCP
Union College
807 Union Street
Schenectady, NY 12308
518-386-6108

AVAILABLE INFORMATION FOR PARTICIPANTS

The Plan Administrator or Plan Representative will provide or arrange to be provided by the Plan Record-keeper the following information to all participants:

- A description of each investment alternative available under the Plan including a general description of the investment objectives and risk and return characteristics of the investment alternative. The description must include information on the type and diversification of assets comprising the portfolio of each designated investment alternative, as well as performance data.

- A description of any "brokerage windows," "self-directed brokerage accounts," or similar plan arrangements that enable participants and beneficiaries to select investments beyond those designated by the plan.

- If applicable, the identification of any designated investment managers.

- An explanation of the procedures for participants and beneficiaries to give investment instructions along with any specified limitations on such instructions under the terms of the plan, including any restrictions on transfer to or from a designated investment alternative, and any restrictions on the exerciser of voting, tender and similar rights attached to a participant's or beneficiary's investment.
• A description of any transaction fees and expenses incurred in connection with the purchase or sale of each investment alternative that will be directly assessed against the participant's individual account, including commissions, sales loads, deferred sales charges, and redemption or exchange fees.

• A description of any restriction on the exercise of voting, tender and similar rights attached to an investment in a designated investment alternative.

• In the event employer securities are included as an investment alternative, a description of the procedures established to provide for the confidentiality of information relating to the purchase, holding and sale of employer securities, and the exercise of voting, tender and similar rights, by participants and beneficiaries, and the name, address and phone number of the plan fiduciary responsible for monitoring compliance with confidentiality procedures.

• Directions to an internet website where participants can obtain additional information regarding designated investment alternatives.

The following information is available to participants upon request to the Plan Administrator (based on the latest information available to the Plan):

• Copies of prospectuses, financial statements and reports, and any other materials relating to investment alternatives available under the Plan to the extent they are furnished to the Plan.

• A description of the annual operating expenses of each investment alternative, such as investment management fees, administrative fees and transaction costs, which reduce the rate of return to the participants or beneficiaries, and the aggregate amount of such expenses expressed as a percentage of average net assets of the designated investment alternative.

• A list of the assets which comprise the portfolio of each investment alternative, the value of each asset individually (or the proportion of the investment alternatives which it comprises), and with respect to each individual asset which is a fixed rate investment contract issued by a bank or similar institution, the name of the issuer, the term of the contract and the rate of return on the contract.

• Information concerning the value of shares or units in designated investment alternatives, as well as past and current investment performances of the alternatives determined net of expenses on a reasonable and consistent basis.

• Information concerning the value of shares or units in designated investment alternatives held in the account of the participant.

A participant's investment instructions will be followed by the Plan except where implementation of the investment instructions:

(a) Would result in a prohibited transaction under ERISA or the Internal Revenue Code;

(b) Would generate taxable income to the Plan or

(c) Is not in accordance with Plan documents (to the extent the documents are consistent with ERISA), would cause the Plan to maintain ownership of any assets outside the U.S. and its sovereignties, would jeopardize the Plan's tax qualified status, would result in a sale, exchange or lease of property between a Plan sponsor and the Plan, would result in a loss in excess of participant's account balance, or would result in a loan to a Plan sponsor.
INVESTMENT CHOICES

The Plan provides participants with at least three diverse core investment categories representing a wide range of risk/return characteristics. Participants may direct the investment of their retirement accounts from among those investment options in the manner each believes is most appropriate for achieving his or her individual retirement savings goals. If a participant does not provide investment directions, his or her contributions will be credited to the default investment option under the Plan. Participants may change their investment choices, at least as frequently as quarterly, as their individual retirement savings needs and goals change.

CHANGES TO INVESTMENT OPTIONS OR ADMINISTRATIVE EXPENSES

The Plan Administrator will provide participants with any changes to the above information at least 30 days prior to the effective date of such changes, unless the inability to provide such advanced notice is due to events that were unforeseeable or circumstances beyond the control of the Plan Administrator. In this case notice of such change will be furnished as soon as reasonably practicable.

Any questions about this notice may be directed to the plan representative listed above.

Sincerely,

Eric Noll, CHRO  

Em Noll  01/12/2017

Print Name and Title  Signature  Date
Understanding the Health Insurance Marketplace

This notice is being provided to you to assist you in understanding what changes occurred in January 2014 as a part of Health Care Reform. A key part of Health Care Reform is the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the Marketplace and health coverage offered by your employer.

What is the Health Insurance Marketplace?
The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away.

Can I Save Money on my Health Insurance Premiums in the Marketplace?
You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?
Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution -as well as your employee contribution to employer-offered coverage- is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

How Can I Get More Information?
For more information about coverage offered by your employer, please check your summary plan description at https://www.union.edu/human-resources/summary-plan-descriptions or contact Human Resources.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit HealthCare.gov for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.
Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

<table>
<thead>
<tr>
<th>3. Employer name</th>
<th>4. Employer Identification Number (EIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Union College</td>
<td>14-1338580</td>
</tr>
<tr>
<td>5. Employer address</td>
<td>6. Employer phone number</td>
</tr>
<tr>
<td>807 Union Street</td>
<td>518-388-6108</td>
</tr>
<tr>
<td>7. City</td>
<td>8. State</td>
</tr>
<tr>
<td>Schenectady</td>
<td>NY</td>
</tr>
<tr>
<td>10. Who can we contact about employee health coverage at this job?</td>
<td></td>
</tr>
<tr>
<td>Khym Mason, Benefits and On-Boarding Specialist</td>
<td>9. Zip code</td>
</tr>
<tr>
<td>11. Phone number (if different from above)</td>
<td>12. Email address</td>
</tr>
<tr>
<td>518-388-6435</td>
<td><a href="mailto:Mason2@union.edu">Mason2@union.edu</a></td>
</tr>
</tbody>
</table>

Here is some basic information about health coverage offered by this employer:

- As your employer, we offer a health plan to:
  - [ ] All employees. Eligible employees are:

  - [ ] Some employees. Eligible employees are: Regular employees who work a minimum of 20 hours per week and a minimum of 660 hours per year.

- With respect to dependents:
  - [ ] We do offer coverage. Eligible dependents are: Married spouses, Domestic Partners (requires Affidavit of Domestic Partnership and Financial Interdependence), Children up to the age of 26 (defined as: employee’s or the employee’s spouse’s/domestic partner’s child (biological child, legally-adopted child or child placed for adoption, stepchild, foster child or a child subject to a legal guardianship court order) who meets the IRS dependent definition (qualifying child or qualifying relative of the employee or the domestic partner) and lives in the household with the employee will be eligible for coverage). The eligibility for insured medical plans extends (at full premium rate) to age 29.

  - [ ] We do not offer coverage.

- [ ] If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.

** Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.

If you decide to shop for coverage in the Marketplace, [HealthCare.gov](http://HealthCare.gov) will guide you through the process. The information above is the employer information you'll enter when you visit [HealthCare.gov](http://HealthCare.gov) to find out if you can get a tax credit to lower your monthly premiums.
Policy on Acceptable Use of Information Technology Resources
8-9-2013

General Statement

As a part of the physical and social learning infrastructure, Union College acquires, develops, and maintains computers, computer systems and networks, telecommunications systems and equipment, fax machines, electronic mail (e-mail), Internet access, removable media, servers, storage devices, handheld devices and other electronic equipment or media (“IT Resources”). These IT Resources are intended for College-related purposes, including direct and indirect support of the College's instruction, research, and service missions; of College administrative functions; of student and campus life activities; and of the free exchange of ideas among members of the College community and between the College community and the wider local, national, and world communities. In general, all computers, the data stored on them, e-mail messages, facsimiles, voicemail and other communications created by and/or stored on the College’s IT Resources are the property of the College, which allows the College to access its IT Resources to locate business information, maintain the system and network, comply with legal requirements, and administer this and other College policy. Accordingly, your use of the College’s IT Resources is subject to the privacy limitations set forth below (see Security and Privacy). There are some exceptions to this general rule, including but not limited to materials covered by the College's Intellectual Property policy, located in the Faculty Manual, and materials that are specifically licensed and not owned by the College. In the absence of a specific exception covering the equipment you are using or the data you are accessing, storing, or creating on College-owned equipment, the general rule set forth above applies.

The rights of academic freedom and freedom of expression apply to the use of College computing resources. So, too, however, do the responsibilities and limitations associated with those rights. The use of College IT Resources, like the use of any other College-provided resource and like any other College-related activity, is subject to the normal requirements of legal and ethical behavior within the Union College community. Thus, legitimate use of the College’s IT Resources does not extend to whatever is technically possible. Although some limitations are built into computer operating systems and networks, those limitations are not the sole restrictions on what is permissible. Users must abide by all applicable restrictions, whether or not they are built into the operating system or network and whether or not they can be circumvented by technical means.

Applicability

This policy applies to all users of College IT Resources, whether affiliated with the College or not, and to all uses of those resources, whether on campus or from remote locations. Additional policies may apply to specific computers, computer systems, or networks provided or operated by specific units of the College or to uses within specific units. Consult the operators or managers of the specific computer, computer system, or network in which you are interested or the management of the unit for further information.
Policy

All users of Union College IT Resources must:

Comply with all federal, New York State, and other applicable law; all generally applicable College rules and policies; and all applicable contracts and licenses. Examples of such laws, rules, policies, contracts, and licenses include the laws of libel, privacy, copyright, trademark, obscenity, and child pornography; the Electronic Communications Privacy Act and the Computer Fraud and Abuse Act, which prohibit "hacking", "cracking", and similar activities; the College's Student Conduct Code; the College’s Policy Against Unlawful Discrimination, Harassment, Bias Activity and Retaliation; and all applicable software licenses. Discrimination, harassment of others, bias activity and/or retaliation, whether on campus, using the College’s IT Resources and/or over the Internet, will not be tolerated. Prohibited conduct includes, but is not limited to, the use of anonymous/forged E-mail, “SPAM”, port-scanning and other unsolicited messages or activity. Users who engage in electronic communications with persons in other states or countries or on other systems or networks should be aware that they may also be subject to the laws of those other states and countries and the rules and policies of those other systems and networks. Users are responsible for ascertaining, understanding, and complying with the laws, rules, policies, contracts, and licenses applicable to their particular uses.

Use only those IT Resources that they are authorized to use and use them only in the manner and to the extent authorized. Ability to access the College’s IT Resources does not, by itself, imply authorization to do so. Users are responsible for ascertaining what authorizations are necessary and for obtaining them before proceeding. Accounts and passwords may not, under any circumstances, be shared with, or used by, persons other than those to whom they have been assigned by the College. Users will be held responsible for all activity originating from their registered computer. This includes all actions taken by guests using a connection registered under your name.

Respect the privacy of other users and their accounts, regardless of whether those accounts are securely protected. Again, ability to access other persons' accounts does not, by itself, imply authorization to do so. Users are responsible for ascertaining what authorizations are necessary and for obtaining them before proceeding.

Respect the finite capacity of those resources and limit use so as not to consume an unreasonable amount of those resources or to interfere unreasonably with the activity of other users. No user may in any way restrict or interfere with other’s access to or use of the network. Abuse (intentional or not) of network resources will not be tolerated. This includes any activities considered detrimental to the network or those that cause excessive traffic. The reasonableness of any particular use will be judged in the context of all of the relevant circumstances.

Refrain from using those resources for personal commercial purposes or for personal financial or other gain. Personal use of College computing resources for other purposes is
permitted when it does not consume a significant amount of those resources, does not interfere with the performance of the user's job or other College responsibilities, and is otherwise in compliance with this policy. Further limits may be imposed upon personal use in accordance with normal supervisory procedures. IP Addresses may NOT be registered to domain names outside of Union College (example: registering your IP to something like www.company.com).

**Refrain from stating or implying that they speak on behalf of the College unless doing so in the performance of legitimate duties on behalf of the College.** Affiliation with the College does not, by itself, imply authorization to speak on behalf of the College. The use of suitable disclaimers is encouraged.

**Enforcement**

Users who violate this policy may be denied access to the College’s IT Resources and may be subject to other penalties and disciplinary action, both within and outside of the College. Violations will normally be handled through the College disciplinary procedures applicable to the relevant user. For example, alleged violations by students will normally be investigated, and any penalties or other discipline will normally be imposed, by the Office of the Dean of Students, in accordance with the Student Conduct Code Procedures However, the College may temporarily suspend or block access to an account, prior to the initiation or completion of such procedures, when it reasonably appears necessary to do so in order to protect the integrity, security, or functionality of College or other computing resources or to protect the College from liability. The College may also refer suspected violations of applicable law to appropriate law enforcement agencies.

**Security and Privacy**

Union College employs various measures to protect the security of its computing resources and of their users' accounts. Users should be aware, however, that the College cannot guarantee such security. Users should therefore engage in "safe computing" practices by establishing appropriate access restrictions for their accounts, guarding their passwords, and changing them regularly.

Users should also be aware that their uses of the College’s IT Resources are not completely private. While the College does not routinely monitor individual usage of its computing resources, the normal operation and maintenance of the College's computing resources require the backup and caching of data and communications, the logging of activity, the monitoring of general usage patterns, the scanning of systems and network ports for anomalies and vulnerabilities, and other such activities that are necessary for the rendition of service. The College may also specifically monitor the activity and accounts of individual users of College computing resources, including individual login sessions and communications, without notice, when (a) the user has given permission or has voluntarily made them accessible to the public, for example by posting to a publicly-accessible web page or providing publicly-accessible network services; (b) it reasonably appears necessary to do so to protect the integrity, security, or functionality of the College or other computing resources or to protect the College from liability;
(c) an account appears to be engaged in unusual or unusually excessive activity, as indicated by the monitoring of general activity and usage patterns; or (d) it is otherwise required or permitted by law. The College may also monitor the activity and accounts of individual users, upon notice to the individual user, if there is reasonable cause to believe that the user has violated, or is violating this or any other College policy. Any individual monitoring, other than that specified in "(a)", required by law, or necessary to respond to perceived emergency situations, must be authorized in advance by the Chief Information Officer or the Chief Information Officer's designees. It is common practice by the Chief Information Officer to relinquish decision-making responsibility regarding monitoring emails to the appropriate Vice President and/or the President. Use of the College’s IT Resources constitutes consent by the user to all of the terms and conditions of this policy, as well as consent to the College’s accessing, intercepting, and monitoring of employee use of the College’s IT Resources in accordance with this policy.

Union College, in its discretion, may disclose the results of any such general or individual monitoring, including the contents and records of individual communications, to appropriate College personnel or law enforcement agencies and may use those results in appropriate College disciplinary proceedings.
I. Comprehensive Health, Safety and Loss Control Program

Union College strives to provide a reasonably safe and healthful environment for its faculty, staff, students, and visitors. To achieve this objective, our comprehensive health, safety, and loss control program includes formation of a safety committee, assigning safety responsibilities, defining proper safety policies and procedures, providing safety training, providing safety inspections, and stating specific employee incident reporting requirements including the need for employees to report all injury incidents immediately and for all employee injury incidents to be investigated within 24 hours. Specific components of the safety and loss control program include: accident prevention and risk mitigation, fire protection, and health preservation. As a part of the program, Union College will provide safe working equipment, necessary and required personal protection devices, and an emergency response plan.

II. Employee, Supervisor and Departmental Responsibility

Health and safety is the responsibility of all Union College faculty and staff with administrative responsibility assigned to the Environmental Health and Safety Department. Each employee and supervisor is responsible for their own and their department’s safety.

Safe work behaviors and attitudes are an expected part of every employee’s job performance.

- Employees are expected to follow all safety work rules and procedures and to cooperate with and support loss control program activities and objectives.
- Employees are expected to report unsafe conditions and to ask for instruction from a supervisor if they are unsure how to conduct a specific task safely.
- Supervisors are expected to monitor and assist employees in the safe performance of their duties.
- Employees are expected to work with and support the Environmental Health and Safety Department to reduce losses and provide for the safety of Union College faculty, staff, students, and visitors.

III. Environmental Health and Safety Department (EHS)

It is the responsibility of EHS to implement all college environmental health and safety policies and procedures and for maintaining a comprehensive environmental health and safety program that will reasonably ensure the health and safety of students, faculty, staff and visitors in college-sanctioned activities. Through its regulatory compliance efforts, EHS combines consultation, inspection, training, and control related to biological, chemical, occupational, laser, and radiation safety. EHS is equipped to measure, evaluate, and respond to hazards and to make individuals aware of potential hazards and related safety precautions.

The EHS staff has the authority to immediately suspend or restrict any operation that presents a serious hazard (real or potential) associated with the health, life, safety, or welfare of students, faculty, staff, or visitors, or is found to be in violation of acceptable standards. In the event that EHS orders cessation of an activity, the problem will be immediately communicated to appropriate parties. If appropriate, EHS will also contact a regulatory agency. EHS will notify the appropriate parties when a halted activity may be resumed. Loss control efforts are continuous and should be considered equal in importance with all other operational responsibilities.

IV. Environmental Health and Safety Committee

The Environmental Health and Safety Committee has diverse representation from many college departments including: Dining Services, Facilities Services, Campus Safety, Human Resources, and Athletics. The committee is led by Union’s designated Employee Safety Coordinator and is responsible for:

1. Monitoring the effectiveness of the College’s health, safety, and loss control program.
2. Reviewing potentially dangerous or actual reported accidents and determining if mitigation of risk has been achieved.
3. Reviewing of accident claim history
4. Identifying training and development needs.

The committee meets at least quarterly to fulfill its responsibilities.

By maintaining an effective health, safety and loss control program, Union College can provide a reasonably safe environment while protecting its limited resources from loss.