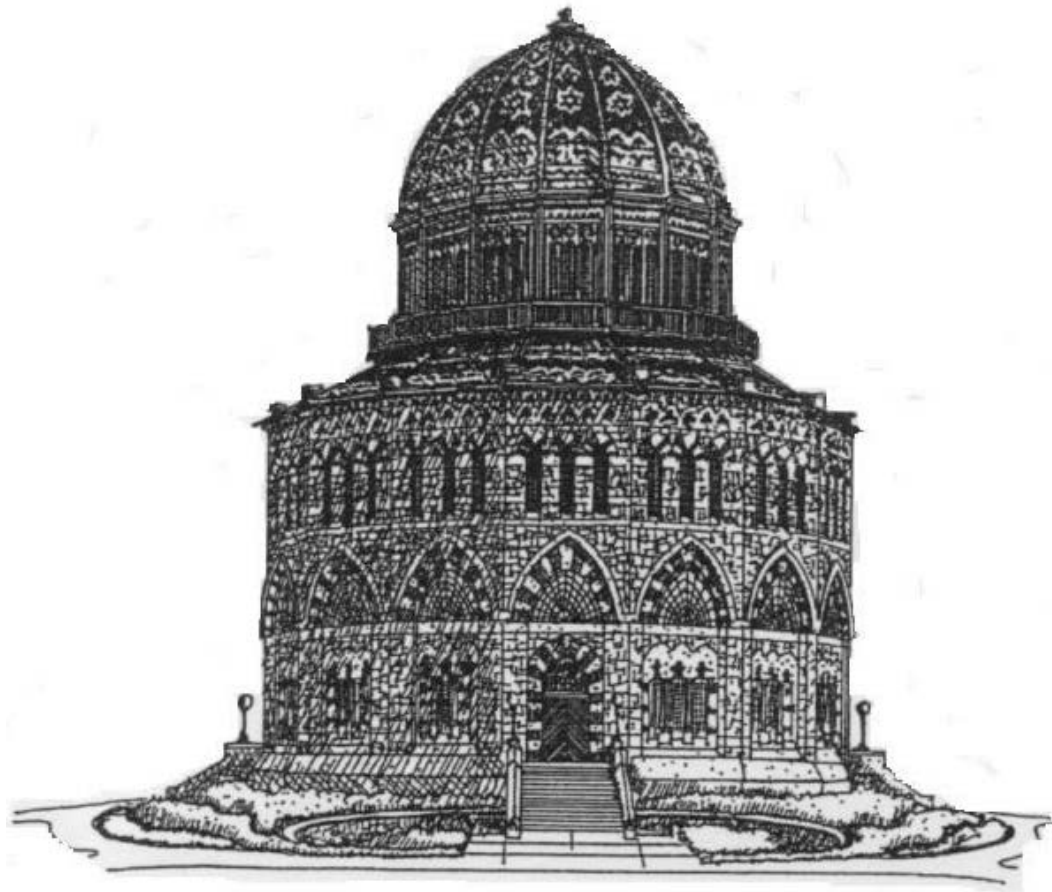


# UNION COLLEGE



## ADMINISTRATOR'S MANUAL

December, 2005

# UNION COLLEGE

## MISSION STATEMENT

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Union, a college of liberal arts and engineering, is committed to three basic beliefs about individual development through learning.

First, the College believes it is obligated to create in students a lifelong commitment to truth and joy in learning, so that students weave the pursuit of knowledge into the fabric of their lives, and develop an historical awareness and intellectual integrity that will support a resolve to defend the dignity of all people.

Second, the College believes that knowledge of the self is an important goal of liberal education, a goal that is best attained as one learns about other cultures and one's own. Consequently, we offer extensive opportunities for study abroad, and curricular and residential experiences that enable students to see the ways in which they are part of something larger—a community, a culture, and a world of many cultures.

Third, the College believes that the close relationship between its faculty and students motivates to learn, as manifested most clearly in undergraduate research and other forms of independent study. We therefore maintain a community of inquiry, discourse, and experiment in which it is clear that scholarship and teaching are parts of a single enterprise. Consistent with the belief that professional education is best done in the context of liberal arts undertaking, the College supports the oldest such engineering program in the nation and a selected group of professional programs at the graduate level.

In many respects, then, Union is distinctive, but in an important sense it is like other good liberal arts colleges, with strong departments, staffed by a scholarly faculty with an exacting care for the students' accuracy of understanding and for the improvement of their ability to do their work well. One conviction underlies life at Union, its common beliefs, and its long heritage: in citizenship as well as work, a liberal education is the best path to personal fulfillment.

# TABLE OF CONTENTS

<b>I:</b>	<b>PREFACE</b>	
1.1	Welcome to Union College.....	1
1.2	Union College History .....	1
1.3	Governance and Administrative Structure.....	1
1.4	Regulations Governing Campus Conduct.....	1
1.5	Policy Regarding Collective Bargaining .....	5
1.6	Disclaimers of Contractual Obligations .....	5
1.7	Definition of Administrative and Professional Employees .....	5
1.8	Your Role as an Administrator .....	6
1.9	Who to Contact for More Information.....	6
<b>II:</b>	<b>FEDERAL AND STATE REGULATIONS</b>	
2.1	Equal Employment Opportunity .....	7
2.2	Disability Reasonable Accommodation (Americans With Disabilities Act (ADA), Section 504 of Rehabilitation Act, New York Human Rights Law (NYHRL)).....	8
2.3	Title IX.....	9
2.4	Drug-Free Workplace Act.....	9
2.5	Fair Labor Standards Act (FLSA).....	11
2.6	Health Insurance Portability and Accountability Act (HIPAA) .....	11
2.7	Reporting Fraud, Defalcation or Illegal Activity by Employees .....	12
<b>III:</b>	<b>RECRUITMENT AND SELECTION</b>	
3.1	Job Posting/Recruitment .....	13
3.2	Employee Background Checks .....	13
3.3	Employment of Immediate Family, Household Members, or Relatives .....	13
3.4	Employment of Former Employees .....	13
3.5	New Employees .....	14
<b>IV:</b>	<b>EMPLOYMENT POLICIES AND PROCEDURES</b>	
4.1	Employment Status/Classification .....	15
4.2	Reclassification, Promotion, Transfer, and Temporary Assignments .....	15
4.3	Date of Hire and Length of Service .....	15
4.4	Hours of Work .....	16
4.5	Work in Excess of Normal Workweek, On Call and Call Back.....	16
4.6	Meals, Rest Periods and Breaks.....	16
4.7	Flexible Work Options and Flex Time .....	16
4.8	Identification Cards.....	16
4.9	Keys .....	16
4.10	Personnel Files .....	17
4.11	Confidentiality/Privacy .....	17
4.12	Non-Smoking Policy.....	18
4.13	Campus Visitors (Friends, Family and Others) .....	18
4.14	College Equipment and Personal Property .....	18
4.15	Removal of College or Student Property For Personal Use .....	18
4.16	Broken Eyeglasses and Damaged Clothing .....	19

4.17	Telephone Use .....	19
4.18	Email and Internet Utilization.....	19
4.19	Solicitation and Distribution .....	20
4.20	Community Service .....	20
4.21	Campus Parking.....	21
4.22	Weapons on Campus.....	22
4.23	Consensual Relations .....	22
4.24	Conflict of Interest .....	23
4.25	Indemnification of Employees.....	24
4.26	Use of Union College Name or Logo .....	24
4.27	Outside Work (Paid Consulting etc.).....	25
4.28	Additional Administrative Responsibilities.....	25
4.29	Intellectual Property.....	25
4.30	Policy for Investigating Scientific Misconduct.....	29
4.31	Travel .....	30
4.32	Reimbursement of Travel and Related Expenses .....	31
4.33	Purchasing Procedure.....	32
4.34	Vehicle Use .....	33
4.35	College Liability Insurance.....	34
4.36	Declination of Salary or Stipend.....	34
4.37	Use of College Facilities .....	35
4.38	Regulations on Administrative Separation and/or Retreat to a Faculty Position.....	35

**V. EMPLOYEE SAFETY AND SECURITY**

5.1	General Safety and Security (Campus Crime Awareness Act) .....	36
5.2	Occupational Safety and Health Act (OSHA) .....	36
5.3	Workplace Violence.....	37
5.4	Accidents (Accident Reporting) .....	37
5.5	Vehicle Safety, Usage and Damage.....	37
5.6	Hazard Communication .....	38
5.7	Blood-Bourne Pathogens .....	38
5.8	Emergency Employee Information .....	38
5.9	Emergencies .....	38
5.10	Fire Prevention/Employee Safety .....	38
5.11	Protective Equipment .....	38

**VI: PAYROLL**

6.1	Pay Period and Payroll Office.....	39
6.2	Paychecks & Direct Deposit .....	39
6.3	Payroll Deductions.....	39
6.4	Assignment of Wages and Wage Garnishments .....	39
6.5	Lost Paychecks.....	40
6.6	Docking of Pay .....	40
6.7	Pay Advances (Emergency and Vacation).....	40
6.8	U.S. Savings Bonds.....	40

<b>VII:</b>	<b>COMPENSATION</b>	
7.1	Compensation Statement .....	41
7.2	Salary Adjustments (Merit, Cost of Living and Equity).....	41
7.3	Job Descriptions and Position Classification.....	41
<b>VIII:</b>	<b>BENEFITS</b>	
8.1	General Benefit Information.....	42
8.2	Reservation of Rights.....	42
8.3	Flexible Benefits Program .....	42
8.4	Benefit Eligibility.....	42
8.5	Medical, Dental, & Vision Insurance .....	44
8.6	Prescription Program (Mail-In and Pharmacy Direct).....	44
8.7	Employee Assistance Program (EAP) .....	44
8.8	Wellness Benefits.....	44
8.9	Flexible Spending Account.....	45
8.10	Life Insurance and Accidental Death & Dismemberment Insurance .....	45
8.11	Long Term Disability Insurance .....	45
8.12	Dependent Life Insurance .....	46
8.13	Personal Insurance (Auto, Home, Renters & Other) .....	46
8.14	Retirement Plan and Supplemental Retirement Accounts .....	47
8.15	457(b) Deferred Compensation Plan .....	47
8.16	Long Term Care Insurance .....	47
8.17	Moving Expenses.....	47
8.18	Apartment Rental Assistance.....	47
8.19	Tuition Remission and Scholarships.....	47
8.20	Employee Training Scholarship Program.....	51
8.21	Business Travel Accident Insurance.....	52
8.22	Survivor's Benefits .....	52
8.23	Statutory Benefits Programs (Unemployment, Social Security/Medicare, ERISA, COBRA, NYS Disability, Workers Compensation).....	52
8.24	Recognition Programs.....	53
8.25	Discounts.....	54
8.26	Hotel Discount Program .....	54
8.27	Computer Loans.....	54
8.28	College Park Home Loan Assistance Program.....	54
8.29	Second Mortgage Program .....	55
8.30	College Plot in Vale Cemetery .....	55
<b>IX:</b>	<b>TIME OFF AND LEAVES OF ABSENCE</b>	
9.1	Holidays .....	56
9.2	Winter Recess .....	56
9.3	Vacation .....	56
9.4	Personal Business Absence.....	58
9.5	Sick Leave, Family Illness, and Short Term Disability .....	59
9.6	Workers' Compensation .....	60
9.7	Adoption Leave .....	60

9.8	Family and Medical Leave Act Leave (FMLA) .....	60
9.9	Short Term Leave of Absence Without Pay .....	63
9.10	Personal Extended Leave of Absence.....	64
9.11	Bereavement Leave.....	64
9.12	Military Leave.....	65
9.13	Jury Duty Leave and Court Appearance Leave .....	67
9.14	Weather Related Closings and Essential Services .....	67
9.15	College Closings .....	67
9.16	Temporary Lay-Offs During Breaks (Less Than 12-Month Work Schedules) .....	68
<b>X:</b>	<b>DISCIPLINE AND CONDUCT</b>	
10.1	Guidelines for Appropriate Conduct.....	69
10.2	Employment at Will.....	69
10.3	Punctuality and Attendance .....	69
10.4	Performance Evaluation.....	70
10.5	Personal Appearance.....	70
<b>XI:</b>	<b>DISPUTE RESOLUTION</b>	
11.1	General Problem Resolution Process.....	71
11.2	Mediation .....	72
11.3	College Policy Prohibiting Harassment .....	72
11.4	Procedures for Dealing with Cases of Harassment.....	75
11.5	Discrimination.....	79
11.6	Procedures for Dealing With Claims of Discrimination.....	80
<b>XII:</b>	<b>TERMINATION</b>	
12.1	Voluntary and Involuntary Termination .....	83
12.2	Retirement.....	83
12.3	Job Elimination .....	84
12.4	Exit Interviews .....	84
12.5	Before You Leave .....	84
12.6	Unemployment Insurance .....	84
12.7	Consolidated Omnibus Budget Reconciliation Act (COBRA).....	84
<b>XIII:</b>	<b>COLLEGE FACILITIES AND SERVICES</b>	
13.1	Library.....	86
13.2	Recreational and Athletic Facilities .....	86
13.3	Bookstore .....	86
13.4	Computer Sales and Services.....	87
13.5	College Events .....	87
13.6	Check Cashing .....	87
13.7	Credit Union.....	87
13.8	Notary Services.....	87
13.9	Mail Services .....	87
13.10	College Dining .....	88
13.11	Donations to Union College.....	88
13.12	United Way .....	88

13.13	College Communications .....	88
13.14	Offset Printing Services .....	89
13.15	Photocopy Service .....	89
13.16	Student Employment.....	89
<b>XIV:</b>	<b>MISCELLANEOUS</b>	
14.1	Supervisor as First Resource on Policy and Procedure Questions .....	90
14.2	Human Resources Website .....	90
14.3	Committees, Councils, and Groups .....	90
14.4	Union College Organizational Chart .....	92,93
<b>INDEX</b> .....		<b>94</b>

## **I. PREFACE**

### **1.1 WELCOME TO UNION COLLEGE!**

By accepting employment at Union, you have chosen to work at one of the finest colleges in the nation. Union College has provided quality education opportunities since 1795 and is committed to intellectual exploration, critical thinking, and creative expression in an environment that values diversity and respect for the rights of others. An Administrator's contributions are highly prized and contribute significantly to the quality of students' educational and personal experiences. Union College employs, trains, and promotes individuals without regard to age, race, gender, color, religion, creed, ethnicity, national origin, ancestry, marital status, sexual orientation, disability/handicap, veteran status or any other status protected under applicable federal, state, and local laws. It is Union College policy to pay fair and reasonable wages, to maintain a safe work environment, to select employees for jobs consistent with their qualifications, and to encourage and foster a friendly and cooperative working environment.

### **1.2 UNION COLLEGE HISTORY**

Founded in 1795, the second college in New York (after the colonial Kings College, now Columbia), Union has a distinguished history and tradition of educational innovation.

Designed in 1813 by the French architect Joseph Jacques Ramée, Union's 100-acre campus was the first American college to have a coherent architectural plan. Work on the plan continued for more than 150 years; the opening of the Humanities and Social Sciences Buildings in 1967 completed the central building group laid out by Ramée in his original scheme.

Union's campus - known as "The Grounds" - includes the 17-acre Jackson's garden through which flows Hans Groot's Kill, "*the brook that bounds through old Union's grounds*" in the alma mater, "Ode to Union."

Union offers studies in a variety of fields: humanities, social sciences, science, and engineering. To these traditional areas are added multidisciplinary studies and sub-discipline studies.

Primarily a men's college for its first 175 years, Union admitted its first full-time undergraduate women in 1970. The College now has an enrollment of over 2000 undergraduates.

### **1.3 GOVERNANCE AND ADMINISTRATIVE STRUCTURE**

Union College is a not-for-profit education corporation. A Board of Trustees has the responsibility of establishing basic institutional policies and overseeing the affairs of the College. The College's organizational structure consists of a President, five (5) Responsibility Center Heads and corresponding faculty, administrators, and staff members.

### **1.4 REGULATIONS GOVERNING CAMPUS CONDUCT**

(Approved by the Board of Trustees of Union College on April 16, 1994)

#### **A. Statement Of Purpose**

Under Section 6450 of the Education Law, every college chartered by the Regents of the State of New York is required to adopt rules and regulations for the maintenance of public order. In June of 1969, the Regulations of Union College, as approved by the Board of Trustees, were filed with the Commissioner of Education and the Board of Regents. It has now become necessary to amend those



Regulations to clarify their scope and applicability. Nothing herein is intended, nor shall be construed, to limit or restrict the freedom of speech or peaceful assembly, since free inquiry and free expression are indispensable to the objectives of a higher educational institution. These rules and regulations are not to prevent or restrain controversy and dissent but to prevent interference with the rights of others, to preserve the ability of members of the College community to perform their respective responsibilities, and to maintain that public order appropriate to a college or university campus without which there can be no intellectual freedom, and they shall be interpreted and applied to that end.

**B. Application Of Rules**

The rules hereby adopted shall govern the conduct of students, faculty, administrators, staff, licensees, invitees, and all other persons, whether or not their presence is authorized upon the Union College campus, to which such rules are applicable, and all property under the control of Union College.

**C. Prohibited Conduct**

No person, either singly or in concert with others, shall

1. Obstruct the free movement of persons and vehicles in any place to which these rules apply.
2. Deliberately disrupt or prevent the peaceful and orderly conduct of classes, lectures, and meetings or deliberately interfere with the freedom of any persons to express their views, including invited speakers.
3. Enter upon and remain in any building or facility for any purpose other than its authorized uses or in such manner as to obstruct its authorized use by others, remain (without authorization) in any building or facility after it is normally closed, or refuse to leave any building or facility after being asked to do so by an authorized administrative officer.
4. Violate any rules or regulations relating to conduct as enumerated in the Student Conduct Code contained in the Student Handbook filed with the Commissioner of Education and the Board of Regents.
5. Willfully incite others to commit any of the acts herein prohibited with specific intent to encourage them to do so.
6. Take any action or create or participate in the creation of any situation which recklessly or intentionally endangers mental or physical health or which involves the forced consumption of liquor or drugs for the purpose of initiation into or affiliation with any organization.

**D. Penalties**

A person who shall violate any provisions of these rules shall

1. If a trespasser or visitor without specific license or invitation, be subject to ejection.
2. If a licensee or invitee, have authorization to remain upon the campus or other

property withdrawn and be directed to leave the premises. In the event of a failure or refusal to do so, the licensee or invitee be subject to ejection.

3. If a student, be subject to expulsion or such lesser disciplinary action as the facts of the case may warrant, including suspension, probation, loss of privileges, reprimand, or warning.
4. If a faculty member, be guilty of misconduct and subject to dismissal or termination of employment or such lesser disciplinary action as the facts may warrant, including suspension without pay or censure.
5. If an administrator or staff member, be guilty of misconduct and subject to dismissal or termination of employment or such lesser disciplinary action as the facts may warrant, including suspension without pay or censure.
6. In the case of any other member of the College community who shall violate any provision of these rules, that person shall be dismissed, suspended, or censured by the President.

#### E. Procedures

Pending adjudication of the matter by the appropriate authorities (see below), members of the College community deemed to have violated these rules will be subject to immediate suspension from the College as determined by the President or the President's designee.

1. In the case of a trespasser or visitor who shall violate any provisions of these rules, the President or the President's designee shall inform the trespasser or visitor that the violator is not authorized to remain on the campus or other Union College property and direct that person to leave such premises. In the event of a failure or refusal to do so, the President or the President's designee shall cause the violator's ejection from such campus or property under the control of the College. Nothing in this subdivision shall be construed to authorize the presence of any such person at any time prior to such violation or to affect that person's liability to prosecution for trespass or loitering as prescribed in the penal law.
2. In the case of a licensee or invitee, the President of the College or the President's designee shall inform the licensee or invitee that the person's license or invitation is withdrawn and direct that person to leave the campus or other property of Union College. In the event of a failure or refusal to do so, the President or the President's designee shall cause the ejection of the violator from such campus or property under the control of the College.
3. In the case of a student, charges for violation of any of these rules shall be presented, heard, and determined in accordance with the Procedural Guidelines for Adjudicating Against Individuals as set forth in the Student Conduct Code.
4. In the case of a faculty member, charges of misconduct in violation of these rules shall be made and heard before a committee, the majority of whom must be faculty members, that is appointed by the President. The President shall also appoint an impartial chairperson from the committee. The purpose of the committee is to ascertain the facts of individual cases and make recommendations to the President for ultimate disposition of the charges. It is recognized that the hearing need not

conform to requirements of criminal or civil procedure and/or proof. The intent of the procedure is to provide the faculty member with a fair hearing before peers, to give that person the opportunity to respond to any charges, and to question any witnesses appearing before the committee. Within this framework, the committee chairperson may conduct the hearing and make necessary adaptations to fit particular circumstances. The faculty member may bring a member of the College community to the hearing as an adviser. The role of the adviser will be limited to consulting with the faculty member in the course of the hearing. The adviser will not be permitted to represent (speak for, take the place of, etc.) the faculty member during the hearing or cross-examine witnesses.

5. In the case of any administrator or staff member in violation of these rules, charges of misconduct in violation of these rules shall be made, heard, and determined in accordance with the Administrator or Staff Manual.
6. In the case of any other member of the College community who shall violate any provision of these rules, charges of misconduct in violation of these rules shall be made, heard, and determined by the President or President's designee.

F. **Enforcement**

1. The President of the College shall be responsible for the interpretation and enforcement of these rules and shall designate the other administrative officers who are authorized to take action in accordance with such rules when required or appropriate to carry them into effect.
2. It is not intended by any provision herein to curtail the right of students, faculty, administrators, or staff to be heard upon any matter affecting them in their relations with Union College. In the case of any apparent violation of these rules by such persons who, in the judgment of the President or the President's designee, do not pose any immediate threat of injury to person or property, the President or the President's designee may make a reasonable effort to learn the cause of the conduct in question and to persuade those engaged therein to desist and to resort to permissible methods for the resolution of any issues which may be presented. In doing so, the President or the President's designee shall warn such persons of the consequences of persistence in the prohibited conduct including their ejection from any premises of Union College where their continued presence and conduct is in violation of these rules.
3. In any case where violation of these rules does not cease after such warning and in other cases of willful violation of such rules, the President or the President's designee shall cause the ejection of the violator from the campus and shall initiate disciplinary action as hereinbefore provided.
4. The President or the President's designee may apply to the public authorities for any aid which is deemed necessary to cause the ejection of any violator of these rules.

## **1.5 POLICY REGARDING COLLECTIVE BARGAINING**

New York State law provides that if faculty, administrators or staff, in accordance with the procedures for election, decide they want a bargaining agent to represent them, the institution of higher education (their employer) must enter into collective bargaining negotiations with the representative(s) certified by the Public Employees Relations Board. Before the National Labor Relations Board (NLRB) will make certification, it is necessary that the College voluntarily recognize the bargaining agent or that it prove its representation of the employees to NLRB.

Union College recognizes the right to organize within the law and, should such organization occur, will bargain in good faith with certified representatives. We believe, however, that the character of our institution permits and has provided excellent relationships with faculty, administrators, and staff, without collective bargaining. The flexibility thus available to both the institution and to the individual is highly desirable.

Should a bargaining election nevertheless be demanded, the College will exercise all of its rights and prerogatives so as to provide an atmosphere for fair choice in such election on the part of each person voting. The College reserves the right to express its beliefs as to the propriety of the bargaining unit and all issues which may be raised.

The Vice President of Finance and Administration of the College is responsible for labor relations at Union. All inquiries and representations must be made directly to that office.

## **1.6 DISCLAIMERS OF CONTRACTUAL OBLIGATIONS**

The Union College Administrators Manual includes information about the policies and procedures at Union College that apply to administrators and supersedes all prior statements of policy. The manual is intended to serve as a general guide to policies, practices, and benefits. Neither this manual, nor any other communication or practice, creates an employment contract or gives any employee special rights or privileges, nor does it guarantee that any employee will be employed for any specific or minimum period of time.

Union College reserves the right to change, amend, or terminate, at any time, the content or application of its policies, programs, or benefits that are described in this Manual. These changes may be implemented even if they have not been first communicated, reprinted, or substituted in this manual.

The policies and description of benefits contained in the manual are subject to revision, update, and change. Benefits, such as health insurance, are only briefly described in the manual. The coverage of any benefit is subject to the terms and conditions of the master insurance contracts. This manual is not a contract.

## **1.7 DEFINITION OF ADMINISTRATIVE AND PROFESSIONAL EMPLOYEES**

The College work force includes faculty, administrators, professionals, and non-exempt staff. This handbook applies to administrative and professional employees (Administrators), who, by the nature of their jobs, meet the general and technical exemption requirements established by the Fair Labor Standards Act (FLSA). The classification of positions as administrative or professional is identified in the letter of appointment. Employees in this category qualify as “exempt” from the overtime provisions of the FLSA, either because of the scope of their work assignments or because of particular professional requirements of the positions for which they were hired. Administrators and professionals are responsible for completing tasks that may require more than a standard 40

hour work week. Exempt personnel are not subject to time-clock hours, nor are they eligible for overtime pay or compensatory time off.

Exempt personnel may be full-time employees or part-time employees.

## **1.8 YOUR ROLE AS AN ADMINISTRATOR**

All administrative appointments are subject to the pleasure of the President and he/she may change or cause reassignment of an administrator's duties as he/she sees fit. An administrator's appointment may be terminated at any time with 60 days written notice of such termination. Duties and responsibilities of an administrator may be modified or changed as necessary.

Directly or indirectly, the work an administrator performs at Union College assists in carrying out the College's basic mission: the education of men and women. An administrator's work affects the overall quality of that educational experience and administrators should always strive to do their best.

Visitors, students, alumni, and parents see an administrator as an official representative of Union College. Friendliness and effective job performance will do more to give people the best impression of the College than all the words they hear and read while on this campus.

Administrators are encouraged to bring constructive comments and suggestions to their supervisor or Human Resources. Fresh ideas play an important part in the process of making Union a better place to work.

## **1.9 WHO TO CONTACT FOR MORE INFORMATION**

Any questions about the content of the Administrator Manual, clarification of policy, or detailed information about benefits should be directed to Human Resources. Additional employment related information, including a copy of this Administrator Manual, can be found on the Human Resources website at <http://www.union.edu/HR/>.

## **II. FEDERAL AND STATE REGULATIONS**

### **2.1 EQUAL EMPLOYMENT OPPORTUNITY**

#### **Statement Of Policy And Plan For Equal Opportunity And Affirmative Action**

Union College will not discriminate in the recruitment or selection of faculty, administrators or staff, or in any other area of employment, on the basis of age, sex, race, national origin, religious belief, disability, or sexual orientation.

The College will undertake and support (subject to State and Federal laws, rules, and regulations) efforts to attract and retain fully qualified historically underrepresented groups, as defined by the federal government, for faculty, administrative, and other positions. Further, opportunities for advancement will be made available without bias.

Union College will comply with the letter and intent of all State and Federal laws and applicable orders pursuant to Equal Employment Opportunity and Affirmative Action.

Grievance procedures are established to bring prompt attention to instances of alleged discrimination that arise among employees of the College. Union College hopes that accessibility and fairness inherent in these procedures will encourage all employees to use internal avenues to address problems. These procedures apply to alleged discrimination in employment based on sex, race, color, national origin, religious belief, disability, age, or sexual orientation.

Union College is firmly committed to the practice of equal employment opportunity, equal educational opportunity, and nondiscrimination in the provision of educational and other services. The College embraces excellence through diversity and will administer its Human Resource policies and conduct its employment practices in a manner that treats each employee and applicant for employment on the basis of merit, experience, and other work-related criteria without regard to race, color, religion, gender, national origin, disability, age, sexual orientation, veteran status, or any other status protected under applicable local, state, or federal laws. Questions or concerns regarding the College's equal opportunity policies, practices, and internal grievance procedures may be directed to the Director of Affirmative Action.

#### **Statutes and Orders Requiring Equal Employment Opportunity:**

The Equal Pay Act of 1963: Requires equal pay for equal work regardless of sex. Title IX of the Education Amendments Act of 1972 extends the coverage to executive, administrative and professional employees, including all faculty and outside sales people.

Title VI of the Civil Rights Act of 1964: Forbids discrimination against students on the basis of race, color or national origin in all federally assisted programs. Employment is not generally covered except when employment is the purpose of the assistance.

Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972: Forbids discrimination on the basis of race, color, national origin, religion or sex in any term, condition or privilege of employment by employers. The law was amended on March 24, 1972 to cover all public and private educational institutions, as well as state and local governments. It applies to all employers, public or private, whether or not they receive any federal funds. Title VII covers all private employers of fifteen or more persons.

Title IX of the Education Amendments of 1972: Forbids discrimination on the basis of sex in all federally assisted education programs in all institutions, public and private, that receive federal monies through grants, loans or contracts.

Age Discrimination in Employment Act of 1975 (as amended in 1978): Prohibits discrimination in employment against individuals from age 40 to 70.

Section 402 of the Vietnam Era Veterans Readjustment Act of 1972: Provides that disabled and other veterans of the military service should have every opportunity for employment and promotion commensurate with their abilities and qualifications.

Section 502 of the Rehabilitation Act of 1973: Provides that handicapped people have every opportunity for employment and promotion commensurate with their abilities and qualifications.

## **2.2 DISABILITY REASONABLE ACCOMMODATION**

Union College is committed to complying with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act and the New York Human Rights Law (NYHRL), and all applicable laws providing for nondiscrimination in employment against qualified individuals with disabilities. Union College will work with employees who have disabilities to develop reasonable accommodations that allow an individual the opportunity to perform the essential functions of his or her job in a safe and efficient manner. Employees are required to inform the Director of Human Resources regarding any physical or mental disability which may limit their ability to fulfill the duties and responsibilities of their position and if appropriate reasonable accommodations are sought.

Employees seeking reasonable accommodation should be aware that it is their responsibility to:

- Supply supporting clinical documentation to the Director of Human Resources to determine appropriate services and accommodations.
- Request accommodations, in writing, from the Director of Human Resources. Every effort will be made to provide reasonable accommodations, but accommodations are not guaranteed.
- Confirm the adequacy of accommodations as soon as possible and notify the Director of Human Resources whenever they encounter unsatisfactory conditions.
- Adhere to deadlines established by the Director of Human Resources for submission of medical documentation and requests for accommodations.
- Pursue state vocational rehabilitation support for accommodations and personal equipment needs.

All information and documentation concerning disabilities will be considered confidential and will be released only in accordance with the requirements of the ADA and the NYHRL.

Submitted documentation may be subject to confirmation by a College-appointed healthcare provider.

## **2.3 TITLE IX**

Under Title IX, “No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance ...” Specifically, 29 U.S.C. §1681(a)(1988) provides for the following:

Title IX of the Education Amendments of 1972 (“Title IX”) prohibits sex discrimination in educational programs receiving federal funds. Some of these programs and activities include admissions and financial aid. Title IX also protects students from unlawful sexual harassment in school programs or activities. Title IX protects both male and female students from sexual harassment, regardless of who the harasser is.

Union College, as a recipient of federal funds, has an obligation to operate in a nondiscriminatory manner. More important is Union College’s own mandate of equal opportunity, inclusiveness, and non-discrimination in work and learning. The Affirmative Action Office supports Union College in its compliance and enforcement efforts by serving as an integral resource for Title IX issues. The Affirmative Action Office partners with other Union College departments and offices to assist in their Title IX compliance efforts.

The Affirmative Action Office also provides assistance by serving as an entry point for Title IX complaints of discrimination. The Affirmative Action Office’s objective in its complaint handling process is to, as promptly as possible, resolve the complaint of discrimination in a fair and appropriate manner. Important components of the process include ascertaining the basis for the complaint and examining strategies or tools for its resolution. The complaint handling process may include an inquiry as to whether an objective, factual basis exists to support the allegation.

Complaints or concerns related to Title IX can be directed to: Director of Affirmative Action, Kenney Community Center, Union College, Schenectady, New York 12308; 518-388-6609.

At the federal level, Title IX is enforced by the Office for Civil Rights (OCR). This federal office is responsible for ensuring that institutions receiving federal funds comply with Title IX. The primary OCR enforcement activity is the investigation and resolution of complaints filed by people alleging sex discrimination. The OCR may also self-initiate reviews of selected educational institutions. Through these reviews, the OCR can identify and remedy sex discrimination which may not be addressed through complaint investigations.

## **2.4 THE DRUG-FREE WORKPLACE ACT**

### **1. Standards Of Conduct**

Union College prohibits the unlawful possession, manufacture, use, or distribution of illicit drugs by students or employees either on College premises, in College vehicles, or as part of College activities. The legal drinking age in New York is twenty-one years of age. All persons who use, serve, or sell alcoholic beverages are expected to know and follow campus regulations of events and activities where alcohol is served or sold and any applicable local, state, or federal laws. College employees violating this policy will be subject to appropriate disciplinary action.

In accordance with the policy adopted in compliance with the Drug-Free Workplace Act, any College employee convicted of violating a criminal drug statute within his or her scope of employment must notify the Director of Human Resources within five days of that conviction.



2. **Legal Sanctions**

In dealing with drug and alcohol related crimes, the City of Schenectady applies the standards set by New York State Penal Law, Articles 220, 221, and 240.

Articles 220 and 221 of the New York State Penal Law set criminal penalties for conviction for possession or sale of drugs considered harmful or subject to abuse. The seriousness of the offense and penalty imposed upon conviction depend upon the individual drug and amount held or sold. (Penalties range from a violation warranting a \$100-250 fine or 15 days in jail to an A-1 Felony warranting 15-25 years minimum term with a life term maximum). Article 240 deals with drug paraphernalia and loitering for the purpose of soliciting illicit drugs.

In New York State, it is unlawful for anyone under the age of twenty-one to possess alcohol with the intention to consume it. A fine will be levied against persons found guilty. Persons over the age of twenty-one who sell, give, or otherwise provide alcoholic beverages to anyone under twenty-one are guilty of a Class B misdemeanor punishable by a fine and up to one year in jail. A party injured by an impaired or intoxicated person has a right of legal action against any person or organization that "knowingly" caused such impairment by unlawfully furnishing or assisting in procuring alcohol.

A motorist is considered "Driving While Ability Impaired" (DWAI) when his/her Blood Alcohol Content (B.A.C.) is between .05% and .09%. A first violation DWAI warrants a mandatory fine, suspension of license for 90 days with a possible jail term up to 15 days. A motorist is considered legally intoxicated when his/her B.A.C. reaches .10%. A first violation DWI warrants a mandatory fine, 6-month license revocation and a possible jail term up to 1 year.

3. **Health Risks**

The use of alcohol and drugs has become a social problem that has eroded the overall health of our general population. This growing problem has contributed to the breakdown of personal and family relationships, increased accident and suicide rates, and has negatively affected the workplace through reduced productivity and increased absenteeism. Drug and alcohol abuse are serious problems that prevents individuals from developing appropriate learning and problem solving skills and often creates an undesirable environment for today's children. Early diagnosis and treatment of drug or alcohol abuse is in the best interests of all students and employees of the College.

4. **Drug/Alcohol Counseling, Treatment, Rehabilitation Or Re-Entry Programs**

College employees have available counseling and treatment services through all of the College-sponsored Health Care Insurance programs and the Employee Assistance Program (EAP). Employees may also obtain information brochures at Health Services. Periodically, drug and alcohol abuse information is distributed. College employees concerned about the use of drugs or alcohol are encouraged to seek assistance through their Health Care programs or Human Resources.

Local agencies that have trained staff qualified to handle alcohol and drug abuse problems include:

Alcohol Abuse: Employee Services - Employee Assistance Program.....	800-252-4555
Alcoholics Anonymous .....	242-4989
Alcoholism and Substance Abuse Council .....	346-4436
Conifer Park .....	399-6446
Ellis Hospital Alcoholism Program.....	386-3300

Drug Abuse: Employee Services - Employee Assistance Program .....	800-252-4555
Alcoholism and Substance Abuse Council .....	346-4436
Bridge Center .....	346-1277
Community Counseling Services .....	382-7838

5. **Disciplinary Action**

Employees who violate the prohibition against illicit drugs and alcohol are subject to discipline up to and including termination, consistent with existing policies. Possible discipline includes suspension and warnings, and also may include required completion of an appropriate treatment or rehabilitation program. Discipline will reflect the particular violations and their severity. Referral for criminal prosecution may occur where appropriate.

Supervisors, department heads and other administrators/staff who are aware of any criminal drug-statute convictions for violations that occurred within an employee’s scope of employment must report the conviction to the Director of Human Resources within three (3) calendar days of their notice of the conviction. Employees who are convicted of a drug crime within the employee’s scope of employment must report the conviction to a supervisor within five (5) days.

**2.5 FAIR LABOR STANDARDS ACT (FLSA)**

The Fair Labor Standards Act (FLSA) addresses specific legal issues related to employment including appropriate exempt versus non-exempt classification, minimum wage, hours of work, child labor, and discrimination on the basis of gender in wage payment. Please refer to Section 6.6 – Docking of Pay and FLSA – Prohibition on Improper Deduction Practices.

FLSA allows employment of children ages 14 to 16, outside of school, in certain non-manufacturing, non-mining, and non-hazardous occupations with restrictions on the hours worked.

**2.6 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Title I of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) protects health insurance coverage for workers and their families when they change or lose their jobs. Under HIPAA, the College is required to provide “Certificates of Prior Creditable Coverage” for previous health insurance coverage. You may need to provide this certificate if medical advice, diagnosis, care, or treatment was recommended or received for a condition within the six (6) month period prior to your enrollment in a new plan. When you become covered under another group health plan, check with the plan administrator to see if you need to provide this certificate. You may also need this certificate to buy, for yourself or your family, an insurance policy that does not exclude coverage for medical conditions that are present before you enroll.

Title II of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) addresses Administrative Simplification provisions. These provisions require the Department of Health and Human Services to establish national standards for electronic health care transactions and national identifiers for providers, health plans, and employers. It also addresses the security and privacy of health data.

All employee protected health information (PHI), manual and electronic, shall be maintained in a manner consistent with privacy standards established by HIPAA.

## **2.7 REPORTING FRAUD, DEFALCATION OR ILLEGAL ACTIVITY BY EMPLOYEES**

Union College seeks to achieve its mission as an educational institution by conducting its affairs ethically and in full compliance with all federal, state, and local laws. Union faculty, administrators, and staff are expected to adhere to high standards of professional and ethical conduct in carrying out their duties. Responsibilities and decision-making are distributed throughout the organization, and thus the College recognizes the need for review procedures for compliance with laws and regulations. As part of that process, the College will protect from retaliation any individual employee who has direct knowledge of fraud, defalcation, or illegal actions on the part of a supervisor or employee and communicates that information in good faith for the purpose of correcting the conduct or while participating in an investigation, as outlined below.

Allegations of defalcation or actions contrary to law including, but not limited to, theft, fraud, coercion, or conversion (“improper conduct”), based on first hand observations or direct evidence, should be brought to the attention of the Vice President for Finance and Administration. The allegation of improper conduct must be reported as soon as possible and no later than one (1) year after the event(s) giving rise to the allegation has occurred unless there is a good cause to explain the delay. The Vice President for Finance and Administration (or his/her designee) will document the allegation and seek appropriate assistance and investigate the facts. Care will be taken to maintain confidentiality, to the fullest extent permitted by law and consistent with the need to conduct an investigation, throughout the investigatory phase. The results of this investigation will be brought to the attention of the President, and appropriate action, if any, will be taken. The College will take steps to ensure that subordinates who come forward in good faith will be protected from retaliation in employment practices at Union College provided:

1. The subordinate provides the initial information in a good faith belief that improper conduct has occurred;
2. The subordinate shall not obtain evidence to which he/she does not have a right to access;
3. The subordinate must be truthful and cooperative with the Vice President of Finance and Administration or his/her designee to who he/she is making a report of improper conduct.

However, the College reserves the right to distinguish between retaliation and ongoing performance appraisal issues or disciplinary actions related to misconduct by the “whistleblower.”

Alternative courses of action have been devised for situations involving the key individuals responsible for carrying out this policy. Allegations of defalcation against the Vice President for Finance and Administration should be brought directly to the President. Allegations against the President should be brought to the Vice President for Finance and Administration, who must consult with the chairman of the Board of Trustees.

### **III. RECRUITMENT AND SELECTION**

#### **3.1 JOB POSTING/RECRUITMENT**

It is College practice to hire employees through a process that reflects openness and integrity. The College is committed to selecting an internal applicant when such an applicant meets the qualifications of the position and has the ability and experience necessary for success in the position as determined by the College. Openings will be publicized on campus by electronic and paper posting for 10 days. The position announcement contains a description of the job and the qualifications needed to fill it. Posted positions may have a deadline by which to apply. Positions for which a posting may not occur generally involve departmental internal promotions. An employee in his or her first six months of employment (introductory period) is not allowed to apply or be considered for other College positions. Human Resources is available to assist and advise employees on job vacancies and career opportunities.

#### **3.2 EMPLOYEE BACKGROUND CHECKS**

The College desires to provide to the students, faculty, administrators, and staff, a reasonably safe and secure environment and to provide reasonable protection for the financial and material assets of the College.

As a condition of employment, all applicants and current employees transferring into sensitive, financial, or student-oriented positions are required to sign a Release of Information Form authorizing the College to conduct a thorough background check. This information is necessary to determine that the applicant or employee has the required skills or competencies, has a history of safe driving, has no job-relevant criminal conviction history, has no job-related financial difficulties, and/or has no history of sexual abuse/sexual misconduct that may jeopardize the safety or welfare of the College's employees, students, or operations.

#### **3.3 EMPLOYMENT OF IMMEDIATE FAMILY, HOUSEHOLD MEMBERS, OR RELATIVES**

The College does not prohibit or limit the simultaneous employment of more than one member of the same family or household except in those situations where there is a potential conflict of interest. Members of the same family or household will not be placed organizationally so that one is in a position having direct supervision over the other's position. Current employees who marry or become household members may continue to work provided they do not work in a direct supervisory relationship with one another.

Family members include wife, husband, son, same sex domestic partner, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent or stepchild, grandparent, or grandchild of the individual. Household members include individuals regularly sharing the employee's residence.

#### **3.4 EMPLOYMENT OF FORMER EMPLOYEES**

If rehired within 6 months of termination, former employees will have benefits and service credits reinstated at time of rehire. Employees involuntarily terminated by the College will not be eligible for rehire. Reinstatement and/or rehiring of a former employee requires a recommendation from the Department Head and approval from the Director of Human Resources.

### **3.5 NEW EMPLOYEES**

All new employees are required to stop by Human Resources, 17 South Lane on or before their first day of work to complete necessary paperwork and to present proof of work eligibility. Human Resources will schedule employees to attend an orientation session, where new employees will learn about Union benefits and general College policies. The employee's supervisor is expected to orient the new employee to the job and to the department.

## **IV. EMPLOYMENT POLICIES AND PROCEDURES**

### **4.1 EMPLOYMENT STATUS/CLASSIFICATION**

*Full-Time:* continuing positions scheduled for 30 or more hours per week and a 1000 hours or more per year. Full-time positions are eligible for all benefits.

*Part-Time:* continuing positions scheduled for fewer than 30 hours per week. Positions scheduled for 20-29 hours per week and a minimum of 660 hours per year are eligible for certain benefits. Positions less than 20 hours per week are eligible only for statutory benefits.

*Temporary:* positions that are temporary in nature for a fixed duration, three (3) consecutive months or less, but may be full-time or part-time. Temporary positions are eligible only for statutory benefits.

### **4.2 RECLASSIFICATION, PROMOTION, TRANSFER, AND TEMPORARY ASSIGNMENTS**

The College encourages any employee to apply for transfers or promotions to positions for which he or she is qualified. Promotions and transfers shall be based on the ability, qualifications, and performance in the present position and potential performance in the position considered.

*Promotion* - an employee moves to a vacant position in a higher grade or when their position is reclassified to a higher grade. Promotions usually include a salary increase.

*Transfer* - an employee moves from one position to another in the same grade. Transfers do not include a salary increase.

*Demotion* - an employee moves from one position to another in a lower grade. Demotions may include a decrease in salary.

*Temporary* - when an employee temporarily assumes another position for a month or longer. A temporary assignment to a position in the same or lower grade level results in no change of salary. A change to a higher-grade level will result in a temporary increase in salary appropriate with the level of responsibility assumed. Temporary assignments do not include "filling in" during vacations, does not change benefits, and should not last longer than six (6) months. Human Resources and the Responsibility Center Head will approve all assignments.

Human Resources is available to assist employees with career counseling, job information, resume writing, and interview preparation.

### **4.3 DATE OF HIRE AND LENGTH OF SERVICE**

An employee's initial date of hire is used to accumulate service for time worked and to establish eligibility for certain benefits. Employees retain accumulated service if absent under any of the following conditions: absent with pay, absent on approved leave, absent due to a compensable illness or injury, and absent due to active military service for the United States. Employees who terminate employment and are rehired within six (6) months will have their service credit reinstated at time of hire.

Temporary employees, assigned to a regular/repeating shift (not on-call), will accumulate service when they transfer directly into a full-time or part-time continuing position within the College.

#### **4.4 HOURS OF WORK**

The general business hours of the College are 8:30 a.m. to 4:54 p.m. Monday through Friday when classes are in session. During the summer and at other times of the year, departments may work an 8:00 a.m. to 4:24 p.m. schedule. Hours of work for administrators will be determined by the demands of each person's position. Individual department and employee hours such as in Dining Services, Facilities Services, Campus Safety, and the Library may be different to insure that services to students and faculty are effectively maintained. Supervisors will inform employees of the normal departmental work schedule and of any changes.

#### **4.5 WORK IN EXCESS OF NORMAL WORKWEEK, ON CALL, CALL BACK**

Administrators are expected to work in excess of normal business hours when the needs of the College require it. Administrators are expected to be on-call at all times and may be called back to Union unexpectedly.

#### **4.6 MEALS, REST PERIODS AND BREAKS**

The College does not have formal rests periods. Each department is responsible for establishing its own work breaks, including rest and meal periods, based on departmental needs. Meal periods generally extend from 30 to 60 minutes as arranged by the department.

#### **4.7 FLEXIBLE WORK OPTIONS AND FLEXTIME**

In some areas of the College it may be possible for employees to work a flexible schedule. This is generally defined as a work schedule different from the standard 8:30 a.m. to 4:54 p.m. Monday through Friday. The College believes that allowing flexibility will yield the most satisfied and productive employees. Employees, on flexible work schedules, will be expected to continue working beyond agreed upon hours when the needs of the position/department dictate.

The College encourages flexible work options but such options are bound by factors such as productivity, federal and state laws, rules and regulations, task interdependence, and operational needs of the department. A flexible work schedule requires the approval of the employee's supervisor.

Possible flexible work options include flextime, telecommuting, and compressed workweeks. Human Resources can provide assistance to supervisors and employees in exploring these options.

#### **4.8 IDENTIFICATION CARDS**

To receive an ID card, employees must complete all required employment documents at Human Resources and be issued an ID number. Employees should wait at least twenty-four hours before reporting to Campus Safety to have a photograph taken and ID card issued. Employees may wait until they receive the first paycheck to provide "proof of employment/ID Number" to Campus Safety. ID cards are used for identification purposes and access to facilities, events, and discounts. Each employee should carry his or her ID card at all times. Lost or stolen ID cards must be reported immediately to Campus Safety. ID cards should be returned to the supervisor upon termination of employment.

#### **4.9 KEYS**

Campus Safety approves the issuance of keys via a key request form signed by the supervisor. All keys issued to an employee are College property and must be returned to a supervisor on or before

an employee's last day of work. Keys issued to an employee are not to be loaned to anyone. If another employee needs access to a building for which he/she does not have a key, you must contact your supervisor or Campus Safety. Keys cannot be duplicated. If you need a replacement key, please contact Campus Safety.

#### **4.10 PERSONNEL FILES**

The College personnel files are maintained in Human Resources. Human Resources maintains files that contain employment documents as well as paperwork relating to employee benefits. It is the employee's responsibility to notify Human Resources of changes in name, address, telephone number, marital status, dependents, beneficiaries of insurance benefits, or persons to notify in case of emergency, etc.

All information contained in the personnel files is the property of the College. An employee may review or receive a copy of his or her personnel file by contacting Human Resources.

Directory information will be taken from personnel records for inclusion in the College's Faculty and Staff Directory, after a general notice is sent to the members of the College Community. Upon an employee's written request, received at least 45 days prior to printing, personal information may be withheld from the Directory.

Administrators who receive inquiries from outside the College, especially those from the FBI, CIA, and similar agencies, should refer the inquiry to the Director of Human Resources. Members of the administration who wish the College to provide references for any purpose should send a written statement permitting the Director of Human Resources to comply with the request.

#### **4.11 CONFIDENTIALITY/PRIVACY**

It is the policy of the College to keep all employee specific information confidential. This includes: home address/phone, appraisals, pay history, benefit enrollments, and medical records and information. A signed release from the employee will be required in order to release confidential information to any outside agency. If the College is in receipt of a validly served subpoena or court order, it will notify the employee unless otherwise lawfully directed. When an employment verification request is received, Human Resources will only verify dates of employment and position title unless a signed release has been obtained. All employee confidential data, manual and electronic, shall be maintained in a manner that is consistent with College policy.

Employees should treat all records and information relating to the College, its students, and employees as confidential unless release of such information is a normal part of one's position. Applicable information includes but is not limited to documents, notes, files, records, oral information, computer files or similar materials, salaries, medical information, or other personal information (with the exception of one's own wages, hours, benefits and/or terms and conditions of employment). Employees should not disclose any confidential information (other than one's own information), purposefully or inadvertently (such as through casual conversation), to any unauthorized person either inside or outside of the College. An employee who is uncertain of the confidential nature of specific information should consult his or her supervisor for clarification. Employees who inappropriately, knowingly or inadvertently, reveal confidential information (other than one's own information) will be subject to disciplinary procedures.



#### **4.12 NON-SMOKING POLICY**

The College takes seriously its obligation to provide a safe, healthful environment for staff, students, and guests. Recognizing that smoke from tobacco products has direct adverse effects on the health of smokers and non-smokers alike, all buildings and campus vehicles are to be considered non-smoking areas. Smoking is otherwise permitted outside College buildings.

To assist any College employee who wishes to quit smoking, the College, through its medical and wellness programs, offers smoking cessation programs.

Individual complaints or concerns regarding this policy should be discussed with your supervisor, Campus Safety, or Human Resources. Those who violate this policy can expect sanctions to be imposed.

#### **4.13 CAMPUS VISITORS (Friends, Family and Others)**

Union College has an open campus and welcomes visitors onto our campus. Friends and family members are welcome to visit the campus, but if they visit during your working hours, it should be during your break periods. It is expected that these visits will be occasional and short in duration.

#### **4.14 COLLEGE EQUIPMENT AND PERSONAL PROPERTY**

During the course of employment, employees may use College-owned equipment, such as offices, desks, computers, software, telephones, fax machines, copy machines, e-mail, Internet access, etc. The College has the right of access to all of its assets, equipment, offices, buildings, machines, etc. The College may search College property and personal property brought on to campus and may use investigative methods, including video surveillance. Employees do not have a privacy interest nor an expectation of privacy with regard to College material, equipment, or assets. Employees have a responsibility to use College equipment in a careful, professional manner for work-related purposes. Inappropriate, careless, wrongful, or improper use of College equipment, materials or assets, as well as an employee's failure to assist in an investigation of wrongful use, will result in disciplinary action.

#### **4.15 REMOVAL OF COLLEGE OR STUDENT PROPERTY FOR PERSONAL USE**

Union College employees are expected to respect the personal property of Union College, it's students, and staff. From time to time, employees may encounter items (furniture, stereo equipment, mulch, construction materials, tools, bicycles, office equipment, etc.) that they believe are being discarded and that they would like to have for their own personal use. To avoid any question of impropriety, before any item is removed a signed form containing the following information is required:

- Brief description of item(s) to be removed
- Quantity of item(s) to be removed
- Date item(s) is to be removed
- Employee's signature and date of signature
- Supervisor's signature and date of signature

On a broader scale, when Union renovates a building, more items (i.e. excess used furniture, materials and supplies) must be discarded. To the extent possible, Union will try to make these items available to its employees, on a first come/first served basis, before they are discarded or given to charity. During these larger scale supervised offerings, the signed form will not be required.

#### **4.16 BROKEN EYEGLASSES AND DAMAGED CLOTHING**

Employees who have eyeglasses and/or clothing damaged or broken as a result of an on-the-job accident may be reimbursed for part or all of the cost of repairing/replacing the damaged item(s). Employees should submit a copy of the accident form with an original receipt indicating replacement/repair costs to Human Resources. Employees should also be prepared to produce the damaged article, if requested.

#### **4.17 TELEPHONE USE**

In order to present a positive image, College employees are reminded to display common courtesy when using the telephone. Office telephones and college-provided cell phones should be used for business purposes. Personal phone calls, incoming or outgoing, should be kept to a minimum. Excessive utilization of office telephones or college-provided cell phones for personal phone calls (incoming or outgoing) is an unacceptable practice and can result in disciplinary action. The excessive use of personal cell phones, during normal working hours, is strongly discouraged and can result in disciplinary action.

#### **4.18 E-MAIL AND INTERNET UTILIZATION**

Use of Union College computing and networking facilities and resources is a privilege granted solely to Union College faculty, administrators, staff, and registered students. All users must act responsibly and maintain the integrity of these resources. The College reserves the right to limit, restrict, terminate, or extend computing privileges and access to its resources.

The use of computing and networking resources at Union College is to be: 1) consistent with the educational mission of Union College, 2) for purposes of, or in support of, education and research, or 3) related to administrative and other support activities of the College.

Those who do not abide by the policies should expect at least suspension of computer privileges and possible disciplinary action under Union College rules for misconduct and existing judicial, disciplinary, or personnel processes. System administrators, Information Technology Services, and other appropriate officials will enforce policies.

The computing resources of Union College include but are not limited to the College's network, its Internet connection, and computing systems. Anyone using these resources is expected to abide by the policies contained in this document. These policies also apply to the use of personally owned computers that are connected to the College's network.

In the event of suspected, alleged, or actual illegal activity, Union College will take appropriate action and cooperate with applicable law enforcement authorities for potential civil or criminal investigation or prosecution.

Union College reserves the right for authorized personnel to monitor use of computing and network facilities and resources for purposes to include troubleshooting hardware and software problems, preventing system misuse, assuring compliance with Internet Access Service Agreements and

Union College's Acceptable Use Policy, and complying with legal and regulatory requests for information. Employees do not have a privacy interest in nor an expectation of privacy while using College-provided email and internet.

#### **4.19 SOLICITATION AND DISTRIBUTION**

An employee may not solicit or distribute non-work related items or materials to another employee when either employee is working. Failure to follow this policy is an unacceptable practice and can result in disciplinary action.

#### **4.20 COMMUNITY SERVICE**

The College encourages employees to participate in charitable, civic, or other community service activities. Community service ordinarily occurs outside the regular workday and should not interfere with an employee's on-the-job responsibilities. It is recognized, however, that community service activities may occur during the workday. When this occurs, employees may be granted occasional time away from work to participate in service or programs of value to the College.

Before accepting any responsibility for community service activities that require time away from work, an employee must receive approval from his or her supervisor and Responsibility Center Head. After approval has been granted, an employee may be able to rearrange his or her work schedule or take a paid or unpaid leave.

The priority for every department is to accomplish its mission. Approval for time away from work for community service must not decrease a department's productivity, increase administrator/staff costs, or reduce services. Supervisors and employees should consider fairness and work equity among all employees when community service may involve time away from work.

#### **Volunteer Fire Fighters and Emergency Medical Personnel**

Union College will accommodate those employees who make available their services as Volunteer Fire Fighters and/or Emergency Medical Personnel.

**Emergencies Occurring During an Employee's Normal Work Time:** Upon notification to the immediate supervisor, an administrator can be allowed to leave during normal work time when notified of the need for his or her services by the fire or police department. Such approval should be granted if the administrator's leaving does not pose an undue hardship upon the operation of the department. An administrator shall be paid the lesser of: (1.) the balance of his or her normal work day or (2.) the duration of the emergency situation. The administrator is expected to return to Union to complete his or her normal work day should the emergency not last for the duration of the day.

**Emergencies Occurring Before an Administrator's Normal Work Day:** An administrator will be allowed to attend to a fire or emergency situation that occurs before the start of his or her work day. Prior approval from the administrator's immediate supervisor is not required. The employee should notify Campus Safety of the possibility of missing all or part of his or her scheduled work day due to an emergency situation. An administrator who misses part or all of a normal work day shall be paid for that portion of the missed day.

An administrator who does not receive sufficient rest between the end of the emergency and start of his or her normal work day shall not be expected to work that day. The administrator will have the discretion to use vacation time or time without pay, without penalty.

**Securing Payment For Services:** For an administrator to receive payment, the fire or police department must provide written verification of the need for the administrator's services. The written verification must indicate arrival and departure times from the emergency situation. The verification must be signed by the Fire Chief or Officer in Charge at the time of the emergency and given to the administrator's immediate supervisor.

#### **4.21 CAMPUS PARKING**

The College attempts to provide adequate, on-campus parking facilities for faculty, administrators, staff, students, and visitors. In order to regulate the use of the facilities and ensure access by emergency vehicles, parking regulations are enforced at all times. Campus Safety is responsible for monitoring parking privileges on campus and regulations are available from that office. Employees park at their own risk and vehicles parked on campus must display a Union College parking permit.

##### **Vehicle Registration**

All motorized vehicles (autos, trucks, vans, and motorcycles) brought to the campus by students, faculty, or administrators must be registered with Campus Safety by the end of the first week of classes of a given academic year, or within 48 hours after the owner/operator brings a new vehicle to campus. First-year students enrolled full-time in the regular undergraduate program, except those living at home, are not permitted to have any vehicle on the campus during their first year.

There is an annual registration charge per vehicle for the privilege of parking a vehicle on campus. If the owner/operator wishes to register more than one vehicle at a time, there will be an additional charge for each vehicle. At the time of registration, students and employees will sign an agreement that they will abide by College driving and parking regulations or be subject to an appropriate fine. Alleged violations may be appealed, in writing, to the Parking Appeals Committee (composed of faculty, students, staff, and administrators) within seven days of receipt of a violation notice.

All fines remaining unpaid at the end of a term will be added to the student's bill for a subsequent term. Students with unpaid fines remaining on their accounts will not be permitted to graduate until payment is made. All employee fines remaining unpaid at the end of a term (following written notice to the employee) will be deducted from the employee's next paycheck.

##### **Failure To Register A Vehicle**

An unregistered vehicle on the College grounds will be subject to the following:

- 1st Violation: The owner/operator will be notified that the vehicle must be registered within 48 hours.
- 2nd Violation: \$25 fine. The vehicle must be registered within 48 hours.
- 3rd Violation: \$50 fine and towing charge. The vehicle will be towed to another campus location and booted until the towing charge is paid, and the owner/operator will lose campus parking privileges for a one-year period.

## **Other Violations**

- Driving on grass or pedestrian walk: \$25 fine.
- Reckless driving and speeding: (Exceeding the campus speed limit of 15 mph on roadways, or 5 mph in parking lots) \$50 fine.
- Parking in handicapped space (without permit):
  - 1st Violation: \$25 fine
  - 2nd Violation: \$50 fine and towing charge. The vehicle will be towed to another campus location and booted until the towing charge is paid, and the owner/operator will lose campus parking privileges for a one-year period.
- *All campus roadways are considered fire lanes.* A vehicle parked in a fire lane, creating a hazard, blocking access to others, or parked in an improper lot, will be subject to a \$25 fine and towing.

Parking is permitted only in the prepared parking areas. No parking is allowed on roads, sidewalks or grass, in front of walks, driveways, and entrances. Faculty, administrator, and staff parking is not permitted in student or visitor parking areas. There may be an occasion when it is necessary to load and/or unload supplies and equipment from your personal vehicle that would require parking along the roadways. In these instances contact Campus Safety (Extension 6911) and advise them of the circumstances, length of time needed to load/unload, and vehicle description. Campus Safety will allow a reasonable time to accomplish your task. After the load/unload task is completed, your vehicle needs to be moved to an appropriate parking area.

### **4.22 WEAPONS ON CAMPUS**

The possession of weapons or firearms on campus, except by sworn law enforcement officers in the performance of their duties or for a lawful purpose required by an employee's job function, is strictly prohibited. The prohibition also extends to employee vehicles. Prohibited items include but are not limited to: firearms, darts, bow and arrows, martial arts weapons, fixed bladed knives in excess of 2.5 inches, any club-type weapon, any explosive device, metal knuckles, ballistic knives, rifles, shot-guns, stun guns, tasers or cane-swords. An employee who is found to have brought an unlawful or unauthorized weapon onto campus will be subject to an immediate suspension and will receive appropriate disciplinary action up to and including termination.

### **4.23 CONSENSUAL RELATIONS**

Union College prohibits all sexual or romantic relationships between students and administrators. Such relationships violate the standards of common behavior and are inconsistent with the mission of the College. Such relationships are more than private conduct; they affect the entire College community that the administrator and student share with other administrators, faculty, staff, and students.

Sexual or romantic relationships with a student carry the risk of damaging the student's educational experience and the administrator's career. In any liaison with an administrator, voluntary consent by the student involved is considered suspect; mutual consent will not provide immunity if a complaint is brought by the student against the administrator.

## 4.24 CONFLICT OF INTEREST

The College, as a general rule, does not enter into contracts for goods or services with faculty, administrators, staff, students, or members of their immediate family. The College will require written disclosure by such persons when they have a significant financial interest in companies or other business organizations when the aforesaid are grant applicants or have authority, or material decision making impact, to enter into contractual relationships providing goods and services to the College. Disclosures of any conflict of interest and/or conflict of commitment shall be made annually and at the time of submitting any proposal for external funding or immediately upon request by the College in a Disclosure Statement as provided by the College. Failure to disclose significant financial interest will cause the College to declare a conflict of interest and cause contracts to become null and void or grants to be declined and rescinded.

Significant Financial Interest means anything of monetary value, including, but not limited to, salary or other payments for services; equity interests and or intellectual property rights exceeding \$5,000 or more than 5% aggregated ownership in any enterprise or entity.

Grant Applicant means any person who is responsible for design, conduct, or reporting of research or educational activities proposed for funding or funded by grants.

The College will take action to manage, reduce, or eliminate actual or potential conflicts of interest consisting of, but not limited to:

- Require public disclosure of significant financial interests.
- Monitoring of research by independent reviewers.
- Modification of contract and/or research plan.
- Disqualification from participation in negotiations, decisions or research affected by the significant financial interests.
- Divestiture of significant financial interests.
- Severance of the relationship that create actual or potential conflicts.

The President shall appoint two Vice Presidents one of who will be either the Vice President of Academic Affairs or the Vice President of Finance and Administration as contract and grant application reviewers.

If after review of actual or potential conflicts of interest it is determined that imposing restrictions or conditions would be either ineffective or inequitable and that the potential negative impacts that may arise from the conflict of interest are outweighed by interests of overall benefit to the College, scientific progress, technology transfer, or the public health and welfare, the contract or grant application may be allowed to go forward without imposing such conditions or restrictions.

If the reviewers find willful concealment of an actual or potential conflict of interest they may not permit the contract or grant application to go forward and may recommend sanctions up to and including termination of employment as authorized by the President.

Grantors and contractors must be notified that an actual or potential conflict of interest exists along with the reasons cited for allowing the situation to go forward.

Complete records of the actual or potential conflict of interest must be maintained by the College until the latter of three years after the grant or contract has expired or the resolution of any government action involving those records.

#### **4.25 INDEMNIFICATION OF EMPLOYEES**

It is possible that an employee of the College may be a defendant to a claim or legal action as a result of his or her employment by the College. In such event, the employee shall be entitled to be reimbursed by the College for, and be indemnified against, all costs and expenses reasonably incurred by him or her in connection with the defense or reasonable settlement of such claim or action provided that the following conditions are satisfied:

1. The conduct that is the subject of the claim or action shall have occurred within the scope of the individual's employment.
2. The employee shall have been acting in good faith, without criminal or other willful misconduct (for example, conduct demonstrating a substantial disregard and/or intentional neglect of duties and obligations), and in the reasonable belief that his or her action was in the best interest of the College.
3. The employee shall give the College's legal officer prompt written notice of such claim or action.
4. The employee shall make no statement, oral or written, regarding the claim, action, or subject matter thereof without the prior written permission of the College.
5. The employee shall give the College the option to select legal counsel for defense of the claim or action and to otherwise control the proceeding; however, this does not preclude the employee from selecting personal counsel at his or her own expense.
6. Any settlement or compromise of the claim or action must have the prior written approval of the College.

Such reimbursement and indemnification is not available if the conduct giving rise to the claim or action occurred when the employee was providing services for which he or she was being compensated in whole or part by someone other than the College unless the program under which the services in question were being provided had been approved in writing by the College.

Reimbursement and indemnification shall not in other circumstances be available unless specifically so ordered by the Board of Trustees of the College in its sole discretion.

#### **4.26 USE OF UNION COLLEGE NAME OR LOGO**

Union College trademarks and service marks, including the name, seal, and logo of the College and its various departments and programs may not be used without the prior specific written consent of the college for any purpose, including: in conjunction with any private or commercial enterprise, in tandem with the advertisement of any product, or by any individual or group promoting itself.

Use of the College's name, seal, or logo on letterhead and business cards is standardized and regulated by the Office of Communications. Any questions regarding the use of the College's trademarks and service marks, including the College's name, seal, or logo and its various departments and programs, in circumstances other than the ones listed above, should be referred to the Vice President for Admissions, Financial Aid, and Communications.

#### **4.27 OUTSIDE WORK**

The fundamental obligation of an administrator is to the College. Since the College regards its contract as one of full-time employment, administrators should receive permission in writing from their department head before agreeing to extra employment of any nature. The department head must notify the respective vice president.

##### **Paid Consulting, Research, Or Outside Work**

Administrators engaged in “outside work,” as defined above, are required to comply with the following procedures and guidelines:

1. Administrators must receive permission in writing from their department head and respective vice president or his/her designate before agreeing (in writing or otherwise) to outside work and shall disclose to the College the nature of the activity, the organization for whom the work will be performed, and estimated days during the year to be spent performing the work.
2. Outside work cannot in any way interfere with the full and punctual fulfillment of an administrator’s responsibilities.
3. The equipment, supplies, or facilities of the College are not to be used in activities related to an administrator’s outside work which results in private gain unless the following conditions are met: the College receives full market value for such use from the administrator or an entity for whom an administrator is doing outside work. (An administrator must have the approval of their respective vice president before using equipment, supplies, or facilities for outside work. He or she must also clear with the Chief Financial Officer any arrangement involving payments to the College or income to the administrator.)
4. The College's name is not to be used other than to identify the administrator as an employee of the College.
5. Administrators are required to report promptly for approval of the respective vice president or his/her designate all activities or situations that might conceivably involve a “conflict of interest” between outside work and responsibilities to Union College.

A “conflict of interest” may take various forms, but in this application it means when any administrator is in a position to influence the College's decisions in a way that could lead to personal gain by an administrator or an administrator’s close relative(s), or give improper advantage to others to the College's detriment (See Section 4.24, Conflict of Interest).

#### **4.28 ADDITIONAL ADMINISTRATIVE RESPONSIBILITIES**

No administrator should receive pay for the performance of additional administrative services if those services are within the Responsibility Center of primary employment or are directly or indirectly related to their primary function and job responsibilities. Exceptions to this provision will be reviewed on a case-by-case basis.

#### **4.29 INTELLECTUAL PROPERTY**

The College has negotiated an agreement with the Research Corporation of New York City for the management of any patentable inventions resulting from research or other activities on the campus.



The provisions cited below presumably cover all contingencies.

1. Patent rights resulting from research carried on by staff members or students in connection with projects supported entirely or largely by College resources shall be assigned to and controlled by the College, which shall give to the inventor 15% of the gross financial returns from the sale or exploitation of such patents.
2. Patents resulting from inventions and discoveries made by staff members or by students in the course of their personal research and with little or no use of College resources shall be the sole property of the inventors. If patentable discoveries arise during the course of research in which the Faculty Patents Committee determines that the College has no interest, the discoverers or inventors thereof shall be promptly so notified and the College shall release any interest which it may have in such discoveries.
3. An administrator or staff member may elect to have the invention administered as in Paragraph 1, in which case, the inventor's share and other particulars become consistent with that arrangement.
4. Research carried on by a student in fulfillment of course requirements or other requirements for an academic degree, including the preparation of a thesis or dissertation, shall be construed as making use of College resources and shall be subject to the provision of Paragraph 1, above.
5. Patents resulting from inventions or discoveries made by members of the staff or by students in connection with government-sponsored research contracts, grants, fellowships or other such agreements, shall be controlled by the terms of those agreements. Staff members performing government-sponsored research shall execute such arrangements as will enable the College to meet its obligations to the sponsoring agencies.
6. Net income derived by the College from patents shall ordinarily be devoted to research within the College, with preference given to the departments, schools, or Centers in which the patents originated.
7. Administrators shall be free to make their own agreements respecting patent rights arising out of consulting contracts for services outside the College, and these shall be governed solely by the mutual understanding of the parties thereto. The Dean shall be notified of all patents attributable to such agreements by the researcher involved.
8. The agreement by Research Corporation and Union College provides that, on all discoveries of prospective inventions submitted to it, Research Corporation will make a report to the College and the inventor as to the patentability and commercial feasibility of the particular invention or discovery without cost either to the inventor or to the College, and in the event they proceed to patent items determined to be patentable and commercially feasible, Research Corporation will bear all the cost involved in patenting, developing and licensing the patents. The income developed through Research Corporation's commercialization of each invention is shared with the institution and with the institutional inventor, with the entire net share of the foundation's portion being distributed as grants-in-aid in support of scientific research.

9. The provisions of this policy may be changed or discontinued at any time by action of the Board of Trustees appropriately taken. Such change or discontinuance, however, shall not affect any rights heretofore accrued under this policy.

Situations do arise, however, in which the College may fairly claim ownership of, or an interest in, copyright in works created by an administrator. Three general kinds of projects fall into this category: special works created in circumstances that may properly be regarded as “made for hire,” negotiated contractual transfers, and joint works” as described in the Copyright Act.

1. Works Made for Hire

Although traditional academic work that is copyrightable—such as lecture notes and courseware, books, and articles—cannot normally be treated as works made for hire, some works created by College employees do properly fall within that category, allowing the institution to claim copyright ownership. Works created as a specific requirement of employment or as an assigned institutional duty that may, for example, be included in a written job description or an employment agreement, may be fairly deemed works made for hire. Even absent such prior written specification, ownership will vest with the college or university in those cases in which it provides the specific authorization or supervision for the preparation of the work. Examples are reports prepared by a dean or by the chair or members of a faculty committee, or college promotional brochures prepared by a director of admissions.

The Copyright Act also defines as a “work made for hire” certain works that are commissioned from one who is not an employee but an “independent contractor.”

The institution will own the copyright in such a commissioned work when the author is not a College employee, or when the author is such an employee but the work to be created falls outside the normal scope of that person’s employment duties (such as a professor of art history commissioned by the institution under special contract to write a catalog for a campus art gallery). In such situations, for the work-made-for-hire doctrine to apply there must be a written agreement so stating and signed by both parties; the work must also fall within a limited number of statutory categories, which include instructional texts, examinations, and contributions to a collective work.

2. Contractual transfers

In situations in which the copyright ownership is held by the administrator, it is possible for the individual to transfer the entire copyright, or a more limited license, to the institution or to a third party. As already noted, under the Copyright Act, a transfer of all of the copyright or of an exclusive right must be reflected in a signed document in order to be valid. When, for example, a work is prepared pursuant to a program of “sponsored research” accompanied by a grant from a third party, a contract signed by the administrator providing that copyright will be owned by the institution, will be enforceable. Similarly, the College may reasonably request that the administrator—when entering into an agreement granting the copyright or publishing rights to a third party—make efforts to reserve to the institution the right to use the work in its internally administered programs of teaching, research, and public service on a perpetual, royalty-free, nonexclusive basis.

3. Joint Works

Under certain circumstances, two or more persons may share copyright ownership of a work, notably when it is a “joint work.” The most familiar example of a joint work is a book or article written, fully collaboratively, by two colleagues. Each is said to be a “co-owner” of the

copyright, with each having all the usual rights of the copyright owner (i.e., to license others to publish, to distribute to the public, to translate, and the like) provided that any income from such uses is shared with the other. In rare situations it may be proper to treat a work as a product of the joint authorship of the employee and the College, so that both have a shared interest in the copyright.

Whoever owns the copyright, the College may reasonably require reimbursement for any unusual financial or technical support. (“Unusual financial or technical support” is defined as follows: Extensive unreimbursed use of major College laboratory, studio, or computational facilities, or human resources. The use of these facilities must be important to the creation of the intellectual property; merely incidental use of a facility does not constitute substantial use, nor does extensive use of a facility commonly available to all faculty, administrators, or professional staff (such as libraries and offices), nor does extensive use of a specialized facility for routine tasks. Use will be considered “unusual” and facilities will be considered “major” if similar use facilities would cost the creator more than \$5,000 (five thousand dollars) in constant 1984 dollars if purchased or leased in the public marketplace. Creators wishing to reimburse the College for the use of its facilities must make arrangements to do so before the level of facilities usage for a particular intellectual property becomes substantial as defined.) That reimbursement might take the form of future royalties or a nonexclusive, royalty-free license to use the work for internal educational and administrative purposes. This means that the course developer and the College must reach an understanding about the conditions of portability and commercialization of faculty work developed using substantial College resources. Ordinarily, such an understanding will be recorded in a written agreement between the course developer and the College on a course-by-course basis.

4. The President shall appoint a Committee on Intellectual Property (to include Patents), composed of both faculty members and administrative officers (the Vice President for Academic Affairs shall serve *ex officio*). The creator of any intellectual property that is or might be covered under this Policy (see above for Patents) is required to make reasonably prompt written disclosure of the work to the Committee, to execute any document deemed necessary to perfect legal rights in the College to enable the College to file applications for copyright registration when appropriate. This disclosure to the committee should be made at the time when legal protection for the creation is contemplated; and it must be made before the intellectual property is sold, used for profit, or disclosed to the public. Whenever legal protection for intellectual property is anticipated all persons engaged in such creative activity are encouraged to keep regular notebooks and records.

5. This Policy constitutes an understanding that is binding on the College and on the faculty, administrators, staff, and students upon whom it is effective as a condition for participating in the use of College funds or facilities. The Policy continues to be binding upon any person whose relationship with the College becomes terminated. A faculty member may request exemption from this policy, by petition to the Vice President for Academic Affairs, for any project substantially underway at the time the Policy becomes effective.

Any question of interpretation or claim arising out of or relating to this Policy, or dispute as to ownership rights of intellectual property under this Policy, will be settled by the following procedure:

- a. The issue must first be submitted to the Faculty Review Board (FRB) in the form of a letter setting forth the grievance or issue to be resolved. The FRB will review the matter and then make a recommendation to the President of the College within sixty (60) days of submission of the letter.

- b. The President shall make a final decision within a reasonable time.
- c. If the faculty, administrator, staff, or student member is not satisfied with the President's decision, the faculty, administrator, staff, or student member may seek binding arbitration in Schenectady, New York, and in accordance with the Rules of the American Arbitration Association then in effect. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) will give some weight to the decision of the President in reaching a decision.

#### **4.30 POLICY FOR INVESTIGATING SCIENTIFIC MISCONDUCT**

Union College has instituted a committee to provide for an impartial procedure to prevent scientific misconduct and to implement policies established by the Departments of Health and Human Services and Public Health Service. Members of the committee are: the Associate Dean for Undergraduate Education (Chair), the Chair of the Biology Department and the Chair of the Chemistry Department.

Union College policy requires that:

1. The principal investigator submit reports of materials and methods of all experiments in progress once per year. All abstracts to be submitted for publication or for presentation at technical meetings be reviewed by the committee.
2. The committee will make recommendations to the principle investigator.
3. The committee will make recommendations to the Dean of the Faculty who will sign a cover letter assuring that the committee has reviewed papers and abstracts and has found them free of scientific fraud.

Union College also agrees to:

1. Provide impartial process for receipt of allegations of scientific misconduct and for initiating immediate inquiry into each allegation.
2. Complete each inquiry within 60 calendar days from receipt of allegation, including preparation of a written report.
3. Maintain detailed documentation of an inquiry for at least three (3) years, which must, upon request, be provided to authorized Health and Human Services personnel.
4. Initiate an investigation within 30 calendar days of the completion of an inquiry, if findings from that inquiry provide sufficient basis for conducting an investigation.
5. Complete an investigation within 120 calendar days.
6. Select impartial experts to conduct inquiries and investigations.
7. Take precautions against real or apparent conflicts of interest in an inquiry or an investigation.

8. Afford the affected individual(s) confidential treatment to the maximum extent possible, a prompt and thorough investigation, and an opportunity to comment on allegations and findings of the inquiry and/or the investigation.
9. Notify the Public Health Service's Office of Scientific Integrity, at the National Institutes of Health, that an investigation will be conducted.
10. Notify the Office of Scientific Integrity within 24 hours of obtaining a reasonable indication of possible criminal violations.
11. Prepare and maintain the documentation to substantiate an investigation's findings for at least three (3) years after the Public Health Service's acceptance of the final report.
12. Take appropriate interim administrative actions to protect Federal funds and ensure that the purposes of the Federal financial assistance are being carried out.
13. Promptly advise the Office of Scientific Integrity of any developments during the course of the investigation which disclose facts that may affect current or potential Department of Health and Human Services funding for the individual(s) under investigation or that the Public Health Service needs to know to ensure appropriate use of Federal funds and otherwise protect the public interest.
14. Make efforts to restore the reputations of persons alleged to have engaged in misconduct when allegations are not confirmed.
15. Protect to the maximum extent possible, the positions and reputations of those persons who, in good faith, make allegations of scientific misconduct, and those against whom allegations of misconduct are not confirmed.
16. Impose appropriate sanctions on individuals when the allegation of misconduct has been substantiated.
17. Notify the Office of Scientific Integrity of the final outcome of the investigation with a written report that thoroughly documents the investigative process and findings.
18. Inform the scientific and administrative staff of the policies and procedures and the importance of compliance with those policies and procedures.

#### **4.31 TRAVEL**

Responsibility Centers/Departments administer modest budgets for travel to meetings, workshops, symposia, etc. for administrators even though they may not be active participants in the program. The purpose of this fund is to enhance and encourage the professional development of administrators. Applications should be made well in advance, and will be evaluated on their merits, subject to the availability of budgeted funds. Administrators representing the College at meetings, installations, etc., may have their actual travel expenses fully reimbursed.

Travel on College business will be remunerated as follows: the most direct route by either coach class or the lowest appropriate fare at the time of booking, actual surface transportation costs, actual hotel costs, actual meal costs. Judgment should be exercised in keeping costs in line.

## **4.32 REIMBURSEMENT OF TRAVEL AND RELATED EXPENSES**

The following is intended to provide guidelines for the accounting and reporting of reasonable travel and related expenses for reimbursement in accordance with College policy.

In accordance with the College's travel and expense policy, employees will be reimbursed for reasonable expenses incurred in the normal course of activity. Moderate travel, cars, meals and living accommodations, etc., are considered reasonable expenses. Reimbursement will be made on a per trip, event, or grant basis upon submission of a properly approved Expense Report. All expense reimbursements will be in check form, therefore requests should be submitted to the Accounts Payable Office. The form should be all inclusive, showing all expenses pertinent to the trip, grant, etc.

Employees should refer to the Purchasing Office guidelines for the best vendor arrangements.

College prepayments such as conference registrations and the like should be submitted to the Accounts Payable Office for payment and should be shown as a College payment in the summary section of the Expense Report to include all expenses applicable to the trip, grant, etc.

### **Procedures**

#### **1. Advances**

- a. When required, the Cashier will issue advances (not to exceed \$125) to employees upon receipt of a completed Advance Request Form.
- b. Advances should not be drawn more than two working days before needed.
- c. All cash advanced is the personal responsibility of the requestor. Money lost, stolen, misplaced, used for non-reimbursable expenses, or otherwise unaccounted for must be repaid by the individual drawing the cash advance.
- d. All Advance Requests will be charged against a holding account in the requestor's name. Upon submission of the Expense Report and the return of any unspent funds, the employee's budget account will be charged for actual expenses and the holding account cleared.
- e. The Finance Office will issue statements periodically as reminders of outstanding advances.
- f. In cases where employees have not accounted for an advance within 15 days, no additional advances will be processed on their account.

#### **2. Reimbursements**

- a. Employees will be reimbursed upon submission of a properly completed and approved Expense Report.
- b. Reimbursement will be based on an actual or per diem basis as designated by Responsibility Center.
- c. Employees may request reimbursement for expenses incurred prior to the actual trip, such as airfare. The Expense Report should be separate from all other travel

and should show the actual trip date.

- d. In the event that expenses exceed the allowable reimbursement limit, actual total expenses should be reported. In such cases, the reimbursement request will not equal the amount shown as "Due To" the employee.
- e. The amount of the reimbursement requested cannot exceed the total accounted for on the Expense Report.

### 3. Expense Reports

- a. Expense Reports require a breakdown of the business purpose and the exact amount and date of the expense and must be accompanied by original receipts. All expenses over \$10.00 must be substantiated.
- b. The final Expense Report should be all inclusive, showing all expenses pertinent to the trip, grant, etc., including College payments and related expenses previously reimbursed.
- c. Expense Report Approvals:
  - (1) All Expense Reports require approval by the department head, director, or Dean responsible for the account to be charged.
  - (2) In cases where the department head, director, or Dean is requesting reimbursement or when the total expenses exceed \$500, the Responsibility Center Head or Finance signature is required as second approval.
- d. Expense Reports should be filed within five working days of the completion of the trip. In-town expenses should be filed once a month.
  - (1) Documentation
    - (a) Air/Rail: Original copy of Itinerary/Invoice or original copy of passenger coupon
    - (b) Hotel: Hotel bill plus original payment receipt
    - (c) Car Rental: Car rental agreement and proof of payment
    - (d) Meals: Card member copy of credit charge or cash register
    - (e) Miscellaneous: Receipt

### **4.33 PURCHASING PROCEDURE**

All significant expenditure commitments for the College are made by or with the cooperation of the Purchasing Office. No individual member of the administration, staff or faculty may purchase supplies, materials, equipment or services without complying with the procedures and guidelines as described in the Purchasing Manual.

The Purchasing Manual explains the proper actions for preparing various purchasing documents including the requirements for competitive bidding.

The approved methods for acquiring goods or services for the College are by Limited Purchase Orders (orders totaling \$500 or less), Purchase Requisition/Orders (orders totaling more than \$500) and Check Requests (when prepayment is required or when a purchase order is not normally

required).

Since Union College is exempt from New York State Sales and Use Tax, the Purchasing Office issues exemption certificates as required.

#### **4.34 VEHICLE USE**

##### **A. Campus Vehicles**

In instances involving authorized travel by car, College employees are encouraged to use the College-owned vehicles. Arrangements for use of these vehicles are made through Campus Safety (Extension 6977), and car, keys, and vouchers should be picked up at and returned to the Campus Safety Office. The department authorizing travel will be charged at the current authorized rate. A person authorized to drive a College-owned vehicle must possess a valid operator's license, and must carry it when driving a College vehicle.

##### **B. Personal Cars On College Business**

When an employee or student uses a personal car on College business, whether reimbursed or not by the College, the insurer of that car provides the primary coverage in the event of an accident up to the limits of the policy. The College's insurance provides secondary coverage when and if the judgment exceeds the limits of primary coverage.

If personal cars are authorized for use on College business, mileage will be reimbursed at the current College mileage rate plus tolls and parking fees. In addition, the College requires that owners carry a minimum of \$50,000 Property Damage and \$100,000-\$300,000 Public Liability (Bodily Injury) insurance. It should be understood, however, that, in requiring these minimum amounts, the College is not thereby recommending these limits as providing adequate personal coverage. The College does not reimburse for parking or speeding tickets or car repairs.

##### **C. Car Rental Program**

The College has designated Hertz as the preferred provider for business car rentals. Daily rates include unlimited mileage, extended liability coverage (100,000/300,000/25,000) and free loss damage coverage (free loss damage coverage applies only to business rentals). In addition, Hertz provides these services:

- Free #1 Club Gold Service (normally \$50 per year) for all employees who complete the enrollment agreement. At 30 major U.S. airports this means no stopping at any counter, no signing of any rental agreement, no searching for the car, and no waiting for the car to warm up or cool down.
- Computerized driving instructions, flight monitors, and instant return services.
- Emergency road service 24 hours per day, every day of the year.
- Promotional programs with American Express and several airlines.

To utilize this program (for business or personal use), you may contact Hertz directly or any of the travel agencies handling travel for the College. Be sure to provide the Union College CDP-ID number which is 84231. Each time a reservation is made an automated system (RC Best) compares our corporate rate with all published promotional rates, and we receive the lowest rate available.



Travelers should always use Hertz for business travel, unless another rental company provides a lower rate and the extended liability coverage. The other company must also waive loss damage to the rented vehicle.

If you wish to enroll in the #1 Club Gold program, please contact Human Resources (Extension 6108) to obtain an enrollment agreement.

#### **4.35 COLLEGE LIABILITY INSURANCE**

The insurance protection of the College for the various liability risks inherent in our operation can be defined only in generalities because each individual situation becomes subject to evaluation. General conditions are described here.

It should be noted at the outset that the liability of the College or its insurance company for payment of any damage is based on judgment by a court, or by out-of-court negotiations, that the College or its agents were negligent. Limits of insurance coverage will not be listed, but are considered adequate.

##### **A. Automobile**

The College insurance would be the prime defendant in any action for damages involving College-owned vehicles. It is assumed the College cars are used only on legitimate College business within the regulations and policies defined by the College. Other than authorized legitimate use could result in counter suit by the College against the individual so using the vehicle.

##### **B. General Liability**

Adequate insurance coverage is carried by the College to protect the College and anyone acting on behalf of the College as an authorized representative in the legitimate business of the College. This includes field trips, research program work, visitors to our facilities, as well as travel within the guidelines above.

#### **4.36 DECLINATION OF SALARY OR STIPEND**

In any case in which an employee (part-time or full-time) or speaker wishes to give any or all of a salary or stipend received from the College back to the College, it will be necessary for the following conditions to pertain:

- The salary or stipend must be offered to the employee or speaker in writing prior to the written indication from the employee or speaker that he or she wishes to return all or part of the salary or stipend to the College.
- A written declination to accept any or all of the fund must be obtained. It is possible for the donor in this case to designate the use of such foregone funds, and any such designation will accompany the written declination.
- The employee or speaker must be notified in writing that the entire salary or stipend will be reported to the Internal Revenue Service.
- The written offer and declination should be passed on to the Finance office for processing and coordination with the Gift Records Office.

#### **4.37 USE OF COLLEGE FACILITIES**

To reserve a campus facility for other than regular class use, call the Central Scheduling Office (Extension 6098). All campus space is booked through this office to prevent conflicts. The Policy and Guidelines and the Event Booking Procedures are on the College's Web page under the heading "Campus Calendars--Scheduling Information and Procedures."

#### **4.38 REGULATIONS ON ADMINISTRATIVE SEPARATION AND/OR RETREAT TO A FACULTY POSITION**

An administrator who holds a concurrent tenured faculty appointment may return to that appointment with all the rights and responsibilities of faculty in the home department. If there has been an administrative stipend during the appointment, that stipend should be removed. The salary will be adjusted from a 12-month administrative salary to a 9-month or 12-month faculty salary that is commensurate with the salaries of comparable faculty members. At the President's discretion, the President may provide for a reasonable period of time with full administrative salary to provide an opportunity for the employee to prepare for teaching and research responsibilities. The reasonable period of time should be related to the time spent in administrative duties.

## **V. EMPLOYEE SAFETY AND SECURITY**

### **5.1 GENERAL SAFETY AND SECURITY (CAMPUS CRIME AWARENESS ACT)**

In order to provide a safe and secure environment for all members of the college community, Union College employs campus safety personnel. Safety and Security Officers patrol the campus 24 hours a day.

In compliance with the Campus Crime Awareness Act, Union College is also committed to assisting all members of the Union College community in providing for their own safety and security. At all times, safety and security is the responsibility of individual members of the College community.

Information regarding campus security and personal safety including topics such as crime prevention, campus safety law enforcement authority, crime reporting policies, crime statistics for the most recent three year period, and disciplinary procedures is available from the Union College Director of Campus Safety at 807 Union Street, Schenectady, NY 12308. This information may also be accessed from the Union College Campus Safety web page:  
[www.union.edu/PUBLIC/SAFETY/CommunityReport.html](http://www.union.edu/PUBLIC/SAFETY/CommunityReport.html)

Community members can help enhance the safety and security of the campus by taking the following measures:

- Report all unsafe conditions to your immediate supervisor, the Campus Safety Office, or the Office of Environmental, Health and Safety.
- Observe all safety regulations and safe work practices.
- Utilize all safety equipment and wear protective devices as required.
- Be alert and report all conditions that may jeopardize the safety and security of individuals and property.
- Observe all precautions to prevent unsafe or unsecured conditions from occurring.
- Observe established security procedures and secure property and facilities when possible.

With every employee's effort, this cooperative and preventative approach will help to maintain a safe and secure environment.

- Do not assume someone else will take responsibility.
- Do not treat safety and security issues lightly.
- Do your part and take appropriate steps to correct problems.

### **5.2 OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)**

The Occupational Safety and Health Act of 1970 (OSHA), P.L. 91-596, assures safe and healthful working conditions for working men and women throughout the Nation. The Occupational Safety and Health Administration, in the U.S. Department of Labor, has the primary responsibility for administering this legislation. The rights listed here may vary depending on the particular circumstances.

- You have the right to notify your employer or OSHA about workplace hazards. You may ask OSHA to keep your name confidential.
- You have the right to request an OSHA inspection if you believe that there are unsafe and unhealthful conditions in your workplace. You or your representative may participate in the inspection.
- You can file a complaint with OSHA within 30 days of discrimination by your employer for making safety and health complaints or for exercising your rights under OSHA.
- You have a right to see OSHA citations issued to your employer. Your employer must post the citations at or near the place of the alleged violation.
- Your employer must correct workplace hazards by the date indicated on the citation and must certify that these hazards have been reduced or eliminated.
- You have the right to copies of your medical records or records of your exposure to toxic and harmful substances or conditions.

To file a complaint, report an emergency, or seek OSHA advice, assistance, or products, call 1-800-321-OSHA or Boston (617) 565-9860/New York (212) 337-2378 (Teletypewriter (TTY) number is 1-877-889-5627). To file a complaint online or obtain more information on OSHA federal and state programs, visit OSHA's website at [www.osha.gov](http://www.osha.gov).

### **5.3 WORKPLACE VIOLENCE**

Threats, threatening behavior, acts of violence against students, employees, visitors, or other individuals or willful damage to property will not be tolerated and may lead to disciplinary action up to and including termination, arrest, and prosecution. Anyone who witnesses or is subject to workplace violence should contact Campus Safety, his or her supervisor, or Human Resources.

### **5.4 ACCIDENTS (ACCIDENT REPORTING)**

Accidents involving employees or visitors must be reported immediately to Campus Safety. An accident can include, but is not limited to, personal injury, liability and/or property loss/damage, which can be described as: an automobile accident, slip and fall, vandalism, theft, negligence, fire-flood-water damage, etc. If medical attention is necessary, assistance should be sought from the individual's personal physician, an urgent care clinic, or the hospital. An injured or potentially injured person should be transported by ambulance not by a private vehicle. On the job accidents will require a workers' compensation report to be filed as explained in the Workers' Compensation Section (Section 9.6) under time off and leaves.

### **5.5 VEHICLE SAFETY, USAGE AND DAMAGE**

College owned vehicles may only be used with proper authorization and drivers must have a valid, unrestricted and appropriate drivers' license. The proper use of safety restraints is required. The College expects employees to drive safely and will not reimburse for parking or traffic tickets. An employee who drives College vehicles on a regular basis must inform his or her supervisor and Campus Safety of moving violations for which he or she is found guilty.

Damage to privately owned vehicles or College owned vehicles, that occurs on campus, must be reported immediately to Campus Safety. When damage to College owned vehicles occurs off

campus collect all information related to the cause of damage and contact Campus Safety within 48 hours of the incident.

## **5.6 HAZARD COMMUNICATION**

The identity of chemicals used in the workplace, the nature of these chemicals, and the protective measures to be used when working with chemicals is closely monitored by Union College. Material Safety Data Sheets (MSDS) are available at point of use. Secondary copies of MSDS are available from the Office of Environmental Health and Safety.

Questions or concerns regarding hazards in the workplace may be directed to your immediate supervisor or the Office of Environmental Health and Safety.

## **5.7 BLOOD-BOURNE PATHOGENS**

The Occupational Safety and Health Administration (OSHA) has standards governing occupational exposure to blood-borne pathogens. Employees in positions that could be reasonably anticipated to come into contact with potentially infectious materials during the performance of their duties are included in the College's exposure control program. Information about this subject or the safety program is available from the Department of Environmental Health and Safety.

## **5.8 EMERGENCY EMPLOYEE INFORMATION**

All employees are requested to complete an Employee Information Sheet to be placed in the employee's personnel file in Human Resources and an Employee Incident Card that is maintained at Campus Safety.

The information contained on the forms will enable the College to respond to a medical or other emergency situation that involves the employee. It is the employee's responsibility to keep the information current.

## **5.9 EMERGENCIES**

In the event of an emergency requiring Fire, Police or Emergency Medical Services (EMS), contact the Campus Safety department immediately at x. 6911. The Communications Systems Operator has direct contact with the Schenectady Police, Fire, and EMS departments.

## **5.10 FIRE PREVENTION/EMPLOYEE SAFETY**

In the event of a fire, contact Campus Safety immediately at x. 6911. For your protection, the College employs a Fire Prevention Specialist whose duties include fire safety training, fire system maintenance, fire inspections, and investigations. Issues involving worker safety, environmental protection, and hazardous waste management should be directed to the Office of Environmental Health and Safety. The Campus Safety Department and Office of Environmental Health and Safety are available to provide for a coordinated emergency-type response to fire and environmental emergencies.

## **5.11 PROTECTIVE EQUIPMENT**

The Office of Environmental Health and Safety administer programs involving the identification, issuance, and training of work-related safety equipment. Employees are required to follow all safety procedures and utilize provided protective equipment as recommended. Necessary equipment will be provided to the employee without cost.

## **VI. PAYROLL**

### **6.1 PAY PERIOD AND PAYROLL OFFICE**

Payroll is available to assist employees with payroll related issues.

Salary Payments: Administrative contracts for the fiscal year are paid on a semi-monthly basis over 12 months. Since College administrators are on a pre-paid schedule, salary payments commence July 1 and continue on the first and fifteenth of each month, with the last installment on June 15th.

Before the first salary check can be prepared it is necessary that one fill out the following forms at Human Resources located at 17 South Lane.

- Federal Income Tax Withholding Certificate - Form W-4.
- Legal proof of Identity and Employability - Form I-9.
- Benefit Enrollment
- Pension Information – (see Retirement Plan).

### **6.2 PAYCHECKS & DIRECT DEPOSIT**

The College offers employees the opportunity to participate in direct deposit of pay to a bank or credit union. Employees are strongly encouraged to sign up for direct deposit. It is fast, easy, safe, free, and convenient. Direct Deposit sign-up forms are available from Human Resources and Payroll. On payday employees with direct deposit will receive a Direct Deposit Statement/pay stub. Those employees not electing to have direct deposit will receive their paycheck/pay stub. Your supervisor will explain the paycheck distribution process for your department.

### **6.3 PAYROLL DEDUCTIONS**

Each payday every employee receives a paycheck/statement of earnings/pay stub. This document provides current and year-to-date earnings and withholdings.

Statutory deductions are those withholdings that Union is required by law to make from an employee's earnings. Statutory deductions include social security, Medicare, federal and state income taxes.

Voluntary deductions are those deductions Union has been authorized by the employee to make from his or her pay. They may include retirement, benefits premiums or deductions, flexible reimbursement spending accounts, gifts to the College and United Way.

In January of each year, all employees will receive a Wage and Tax Statement, and W-2 Form from Payroll. To change Federal Tax Withholdings during the year, employees should complete a new W-4 form available from Human Resources or Payroll. A separate New York State form, Form IT-2104, is available for changing New York State withholding only.

### **6.4 ASSIGNMENT OF WAGES AND WAGE GARNISHMENTS**

State and federal authorities may cause a legal summons to be served at an employee's work location to garnishee the employee's salary to satisfy payment of taxes, delinquencies from

creditors, or child support enforcement. The College shall make the appropriate deductions and arrange for payment to the garnishing agency until the garnishment is satisfied.

## **6.5 LOST PAYCHECKS**

Contact Payroll immediately at 388-6105 if your paycheck is lost or stolen.

## **6.6 DOCKING OF PAY & FLSA – PROHIBITION OF IMPROPER DEDUCTION PRACTICES**

An administrator's pay may be docked for any of the following reasons: unauthorized overpayments, leave of absence, adjustment to benefit deductions, disciplinary suspension and delinquent amounts owed to other departments (i.e. Bookstore, Campus Safety, Dining Services, ITS, Library, etc.).

Union College prohibits improper pay deduction practices as provided in Section 541.602 of the Fair Labor Standards Act (FLSA). Under the FLSA an administrative employee will be considered to be paid on a "salary basis" within the meaning of the regulations if the employee regularly receives each pay period, on a weekly, or less frequent basis, a predetermined amount constituting all or part of the employee's compensation, which amount is not subject to reduction because of variations in the quality or quantity of the work performed. An exception to this is unpaid time off utilized for purposes outlined in the Family and Medical Leave Act where all employees are entitled to unpaid leave on an hour-by-hour basis.

Administrative employees who feel they have received an improper pay deduction should immediately contact the Director of Human Resources and submit a written summary of their concerns. The Director of Human Resources will research the issue and respond in writing within 10 business days. Administrative employees will be fully reimbursed for any deductions found to be improper.

## **6.7 PAY ADVANCES (EMERGENCY AND VACATION)**

In certain situations, an emergency pay advance can be arranged. To secure an emergency pay advance, an employee's supervisor must discuss the situation with Payroll and receive a verbal approval. The employee's immediate supervisor must then send a memo to Payroll stating the reason, amount, and approval for the advance.

A vacation pay advance may be requested through an employee's supervisor. Employees requesting a vacation pay advance should submit a written request to their supervisor at least two weeks prior to the date they wish to receive the advance in their paycheck.

## **6.8 U.S. SAVINGS BONDS**

To request the purchase of savings bond(s), through after-tax payroll deduction, an employee should send a memo to the Payroll Manager indicating the dollar amount of the bond desired (i.e. \$100, \$200, \$500), the amount to be deducted per pay period, and the name, address and social security number of the person the bond is to be made payable to. Questions should be directed to Payroll at ext. 6105.

## **VII. COMPENSATION**

### **7.1 COMPENSATION STATEMENT**

The College has established compensation policies and a job evaluation system that complies with federal and state regulations. These policies promote the goals of internal and external equity, reward for meritorious performance, effective recruitment, and retention of employees.

### **7.2 SALARY ADJUSTMENTS (Merit, Cost of Living and Equity)**

Salary adjustments normally occur on July 1 and may be allocated according to one or more of the following methods:

*General Increase*-an annualized amount by occupational type that is applied to employee salaries.

*Merit Increase*-an increase for level of work performance based on the annual performance evaluation.

*Equity Adjustment*- an increase that may be granted to employees when internal or external data indicates that there is a wage/salary inequity.

### **7.3 JOB DESCRIPTIONS AND POSITION CLASSIFICATION**

Job descriptions summarize the purpose of the job, essential functions of the job, minimum qualifications, and a list of duties to be routinely performed. The job evaluation or classification system uses position descriptions and a pre-determined methodology for classification and reclassification of positions and assignment to a salary grade.

Classification is the grouping of jobs into separate salary grades based on the skill, effort, responsibility, working conditions, and the level of education or training required. The basis of the classification system is the position not the person or his or her performance.

Reclassification is the review of a position when substantial and significant changes in job duties and level of responsibility have occurred.

Positions are evaluated and classified when they are newly created or restructured, become vacant, or have substantially changed. The process involves three main steps.

1. Supervisor and employee complete a job evaluation form.
2. Evaluation of the documentation by Human Resources.
3. Communication of the recommendations to the Responsibility Center Head, the employee and the supervisor.



## **VIII. EMPLOYEE BENEFITS**

### **8.1 GENERAL BENEFIT INFORMATION**

The College has established a variety of employee benefit options and a flexible benefit program. The following is a brief summary of those options. Complete plan descriptions are contained in plan documents and Summary Plan Description booklets, copies of which are available from Human Resources or on the Human Resources web site. In the event of any contradiction between the information appearing in this handbook and the information that appears in the plan documents, the plan documents shall govern in all cases. For more complete information regarding any benefit, please contact Human Resources.

### **8.2 RESERVATION OF RIGHTS**

While it is Union College's intent to continue all current benefit plans and policies, Union College reserves the right to amend or terminate any of the plans or to change contribution levels toward benefits at its discretion and for whatever reasons it considers appropriate. The Reservation of Rights provision pertains to all current, former, and retired employees and applies to the retirement plan, the tuition remission plan, and to all insurance plans, including but not limited to life, disability, medical, dental, and vision insurance. No oral statement made by a representative of Union College may contradict this Reservation of Rights provision.

### **8.3 FLEXIBLE BENEFITS PROGRAM**

The College has adopted a comprehensive Flexible Benefits Program that gives employees the opportunity to choose the type of benefits, the level of benefits, and the cost of benefits that meets their personal needs. This "Flex Plan" provides employees with "flex dollars" and the freedom to select medical, dental, vision, life insurance, disability insurance, personal insurance, dependent life insurance, and health/dependent care flexible reimbursement spending accounts. Also included are cash-out options for employees who do not need medical or dental coverage. Additional "flex spending dollars" are available for claiming "Head of Household" on your income tax forms.

Employees participate in the "Flex Plan" and enroll for eligible benefits at the time of hire (within 90 days) and during open enrollment, held in the fall of every year.

Employees may change coverage during open enrollment or within 30 days of a qualifying event.

A qualifying event is defined as: addition of dependent by birth or adoption, addition or loss of a dependent child through a change in legal responsibility for the child's medical coverage or attainment of age 25, spouse's termination or commencement of employment, change in employment status from full-time to part-time or from part-time to full-time, death of spouse or dependent child, divorce, legal separation, marriage, unpaid leave for employee or spouse, or involuntary loss of medical coverage through spouse's employment.

Details and complete information regarding the Flexible Benefits Plan are available from Human Resources.

### **8.4 BENEFIT ELIGIBILITY**

Several benefit options have eligibility requirements independent of the Flex Plan (i.e. retirement plan and long term disability insurance). Individuals hired on a temporary basis or as independent contractors are not eligible for employee benefits. Employees who work a minimum of 30 hours

per week and at least 1000 hours per year are eligible for 100% of Union's "flex dollars". Employees who work a minimum of 20 hours per week and a minimum of 660 hours per calendar year are eligible for 50% of Union's "flex dollars". Benefits are available to same sex domestic partners and whenever the term domestic partner is used it is intended to mean same sex domestic partner as defined by Union College.

### **Domestic Partnership Policy**

Union College extends all benefits, available to spouses of employees, to domestic partners of employees.

Definition of domestic partnership: Two adult individuals who live together in an intimate, long-term relationship of indefinite duration with an exclusive mutual commitment similar to that of marriage.

#### **Eligibility**

A domestic partner is the adult partner of an eligible employee who is sharing a long-term committed relationship of indefinite duration with the following characteristics:

- Living together for at least six (6) months;
- Having an exclusive mutual commitment similar to that of marriage;
- Financially responsible for each other's well being and debts to third parties. The couple has entered into a contractual commitment for that financial responsibility or have joint ownership of significant assets such as: home, car, or bank accounts and joint liability for debts such as mortgages and major credit cards;
- Neither partner is married to any one else nor has another domestic partner;
- Partners are not related by blood closer than would bar marriage in the state of their residence;
- Legally recognized marriage is barred by New York State law.

#### **Dependent Children**

- Eligibility for dependent children of domestic partners shall be based upon the relationship between the employee and the child and be consistent with the eligibility definition used by the College for each employee benefit currently in effect, as specified in IRS Section 152.

#### **Method of Implementation**

- The method of implementation requires that domestic partners register a Certification of Domestic Partnership with Human Resources for the partner benefits by signing a declaration stating that they meet all the requirements for domestic partnership.

## **Tax Considerations**

- Unless the domestic partner qualifies as a dependent of the employee under IRS Sec. 152, Union College's cost of providing these benefits is taxable income to the employee. Because of tax laws and other legal considerations, medical care and dependent care reimbursement accounts cannot be extended to domestic partners.

### **8.5 MEDICAL, DENTAL, & VISION INSURANCE**

The College provides a choice of HMO and POS medical insurance; two dental options, one of which includes orthodontics; and vision insurance. The College reserves the right to change carriers, modify the scope of contracted coverage, and revise the portion of premium it pays toward the plans. Information on benefit plans are available on line at the Human Resources' web site and from Human Resources located at 17 South Lane.

### **8.6 PRESCRIPTION PROGRAM (MAIL-IN AND PHARMACY DIRECT)**

All of the medical insurance plans offer mail-in and pharmacy-direct prescription components. The mail-in service provides employees with maintenance prescription drugs by mail at a reduced cost. Brochures describing this service and how to enroll are available from Human Resources and from the medical insurance providers.

### **8.7 EMPLOYEE ASSISTANCE PROGRAM**

Union College offers the services of an Employee Assistance Program (EAP) at no cost to employees and their immediate family members.

An Employee Assistance Program provides free, confidential professional counseling services for employees and their family members to help with problems or stressful situations such as family/child issues, financial problems, alcohol/drug abuse, and to assist in preventing personal or work-related problems. Time off from work for EAP visits is treated the same as other medical appointments.

Self-referral is when an employee or family member elects to use the EAP on his or her own.

Supervisory referral is when an employee requests assistance, from a supervisor, with a personal problem, or there is a work-related situation that indicates the possible presence of a personal problem. The Supervisor would call the Employee Assistance Program with information regarding the situation.

Information describing EAP services including address and phone number of off campus locations is available from the Human Resources web site or at 17 South Lane. For EAP assistance please call 800-252-4555.

### **8.8 WELLNESS BENEFITS**

To encourage wellness awareness and good health, the College offers a variety of wellness initiatives administered by Human Resources. Wellness initiatives may include flu shots, health screenings, weight loss clinics, exercise programs, and smoking cessation programs. Athletics also offers employees various fitness activities.

A Union College ID card is the employee's pass to use the fitness center, pool, and other athletic facilities located at the Alumni Gym. Passes for spouses and dependent children are available from Athletics. Locker and towel service is available.

## **8.9 FLEXIBLE SPENDING ACCOUNT**

The College offers Internal Revenue Code (IRC) Section 125 Flexible Spending Accounts. Section 125 allows employees to pay for certain health related and/or dependent care expenses with pre-tax dollars. These expenses include medical, dental and vision premiums, medical and drug co-pays, un-reimbursed medical, dental, vision costs, and child/dependent care (children under the age of 13 and/or other dependents that are physically or mentally unable to care for themselves) expenses.

Employees can estimate the amount of their out-of-pocket expenses and authorize the College to withhold that amount from their gross salary before any taxes are calculated. As these expenses are incurred, the employee simply submits a Reimbursement Request Form with original receipt(s) and is reimbursed directly without paying taxes on the money. A brochure describing how to save money with flexible spending accounts is available from Human Resources.

## **8.10 LIFE INSURANCE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**

The College carries a Group Term Life Insurance and Accidental Death & Dismemberment (AD&D) policy on employees who work a minimum of 20 hours a week and at least 660 hours a year. This benefit is provided to employees without charge and coverage is effective on the first of the month concurrent with or following the date of hire and completion of an enrollment application. Insurance is subject to medical underwriting. Coverage is equal to the employee's annual base salary and is doubled in the event of accidental death. Coverage is reduced at age 65 and older.

Employees may also purchase supplemental term life insurance, subject to medical underwriting, or supplemental accidental death and dismemberment insurance.

Premium dollars paid for life insurance coverage above \$50,000 is considered by the IRS as taxable income for the affected employee.

## **8.11 LONG TERM DISABILITY INSURANCE**

The College provides full-time employees, who have been employed for one year, with a long-term disability insurance plan. The plan helps to protect employees against total or partial loss of income due to a long-term disability, which requires the employee to terminate employment. The plan provides tax-free payments after six months of disability and is designed to augment the College's sick leave program.

If it is determined that an employee can no longer perform the essential functions of his or her position with or without a reasonable accommodation, at any time but no later than a continuous 26 week period/six (6) months, due to personal illness, injury or disability, the College will initiate a termination. The College will consider such employees for other vacant positions, provided they can perform the duties and responsibilities of such other positions.

Employees on long term disability will receive continued contributions to the retirement plan and may remain on the College's medical, dental and/or vision insurance plans, at active employee rates, until reaching regular retirement age. For employees on long term disability, medical, dental

and/or vision coverage ceases on the last day of the month for which a premium is paid or immediately when an insurance program ends. If disabled employees elect to discontinue insurance coverage (medical, dental or vision) or remove covered dependents, at any point, they will not be eligible to re-enroll for coverage or re-add covered dependents at a later date. Employees on long-term disability will also not be allowed to add spousal or dependent coverage if they did not have this level of coverage at the time they became eligible for long-term disability benefits.

Employees may also purchase supplemental long-term disability insurance.

### **8.12 DEPENDENT LIFE INSURANCE**

Employees may purchase life insurance for their spouse and dependent children through the Flexible Benefits Plan.

### **8.13 PERSONAL INSURANCE (AUTO, HOME, RENTERS AND OTHER)**

Employees may purchase auto, home, renters, and other personal insurance through the Flexible Benefits Plan.

### **8.14 RETIREMENT PLAN and SUPPLEMENTAL RETIREMENT ACCOUNTS**

Full-time employees age 23 or older, after one year of service, are qualified to enroll in the College Retirement Plan (a defined contribution plan) and receive a contribution equal to 11% of their base annual salary. The College enrolls employees four times per year in January, April, July, September and vesting is immediate. The age and service requirement will be waived for newly hired employees who have participated in a 403(b) or 403 (b7) retirement plan with their immediate past employer. Eligibility will begin the first of the month after 30 days of employment.

The College currently offers employees two companies to choose from: FIDELITY INVESTMENTS and Teachers Insurance Annuity Association/College Retirement Equities Fund (TIAA-CREF).

Salary *reduction* allows employees to set aside money from their gross salary before taxes. Salary reduction not only offers the benefits of untaxed growth and earnings on contributions but also lowers taxable income and current taxes. There are limits on the total contributions through salary reduction allowed by the IRS and Human Resources can assist you in determining maximum contributions.

Salary *deduction* allows employees to set aside money from their net salary after taxes have been taken out. These contributions come back to employees as tax-free income since taxes have already been paid on the money, although employees will be taxed on any earnings that accumulate.

Employees, including those who are not eligible for the retirement plan, may elect to make pre-tax or after-tax contributions to retirement savings by establishing a tax sheltered annuity (TSA)/Supplemental Retirement Account (SRA/GSRA) or other savings plan as regulated by Section 403(b) of the Internal Revenue Code.

Human Resources can provide you with information and booklets describing the retirement programs and can assist in establishing an account. Representatives from TIAA and FIDELITY are on campus frequently for group and individual meetings.

## **8.15 457(b) DEFERRED COMPENSATION PLAN**

The College has a Deferred Compensation Plan for its officers and other highly compensated employees. The College does not make any contribution to the plan. Eligible employees may elect to make personal contributions by payroll reduction. The amount that may be tax-deferred is determined by the Internal Revenue Code. Human Resources can offer advice regarding this matter.

The College has designated TIAA/CREF as the manager of the 457(b) Deferred Compensation Plan.

## **8.16 LONG TERM CARE INSURANCE**

If an accident or illness suddenly left you unable to care for yourself, do you have family or friends who would be available and willing to help out? People of all ages become ill or injured in a manner that requires ongoing care. Long-Term Care insurance assures that you can afford the care you need in your home, assisted living/adult day care facility or nursing home.

Union College offers two Long-Term Care insurance plans. Plans are available through National Corporate Benefits Administrators and CNA. Brochures from both plans are available from Human Resources. Contact either plan for a price quote and take the opportunity to protect your well being for the future.

## **8.17 MOVING EXPENSES**

Administrators may receive financial assistance from the College in meeting expenses incurred by the move to this area. The amount of reimbursement is generally one-half of the cost, up to \$4,000, and does not include mileage, personal transportation, vehicle transportation, personal expenses, storage, warehouse costs, or secondary moves.

The College has entered into an agreement with local agents, which provides a substantial discount for packing materials, packing, and the transportation of household goods. The negotiated discount is available to new hires and all current College employees.

Moves made by the use of rented equipment may be fully reimbursed, if the cost is no more than one half of the cost of a commercial move or \$4,000 (whichever is less).

## **8.18 APARTMENT ASSISTANCE**

A limited number of College-owned apartments are available for rental in the College Park neighborhood. The apartments are unfurnished with year-to-year leases.

For additional information on College assisted home ownership or apartments contact Human Resources.

## **8.19 TUITION REMISSIONS AND SCHOLARSHIPS**

### **Faculty/Staff Children's Scholarship Program**

The Faculty/Staff Children's Scholarship Program includes:

- Full-time enrollment at certain institutions other than Union College,
- Full-time enrollment at Union College, and

- Part-time enrollment at Union College or the Union Graduate College (UGC).

The scholarship program is subject to the following eligibility qualifications and other terms and conditions.

## **Part 1. Full-time Enrollment Scholarships**

### **A. Eligibility Provisions**

1. For the purposes of this program and whenever used herein, the word "children" or "child" refers only to children the employee claims as "dependent" for federal income tax purposes and who are either (1) the natural-born children of the employee in question, or (2) legally adopted children of the employee adopted (i) before the child reached 18 years of age and (ii) five (5) years or more before entrance of the child into college.
2. The following are eligible for full-time enrollment scholarship benefits to attend Union or to attend institutions other than Union.
  - a. Children of members of the Union College faculty and Union College salaried and hourly non-faculty employees, (faculty and employees hereinafter collectively referred to as "employees") provided that:
    - (1) The employee has been employed at the College on a regular full-time basis for at least five (5) years prior to the date on which the requested tuition scholarship would take effect; and
    - (2) The employee is in active service during the scholarship period or on a leave of absence that has been authorized by the Board of Trustees and that extends for not more than one (1) calendar year.
    - (3) For purposes of subdivision (a) time worked in a part-time or temporary status is not considered in determining the five-year minimum. For purposes of subdivision (b) such children are eligible only while the parent is employed by Union College. Eligibility of the child ceases automatically if the parent ceases to be employed by the College.
  - b. Children of retired employees of the College may be eligible upon recommendation of the President and with the approval of the Board of Trustees.
  - c. Children of employees who are disabled or who die while in active service of the College and who completed at least ten consecutive years in the College's employ are eligible.
3. The changes to the Faculty/Staff Children's Scholarship Program in Section I herein shall be effective and govern eligibility as of July 1, 1985, and thereafter until such time as the Program may again be amended. However, for any eligibility obtained prior to July 1, 1985, the immediate former Faculty/Staff Children's Scholarship Program shall remain valid.

B. Qualifications for Eligible Children

1. To qualify for a scholarship from Union College, the child must be:
  - a. Enrolled in the undergraduate program of an accredited institution offering a bachelor's degree in the arts, sciences, or engineering; or
  - b. Enrolled in a recognized two-year junior college, provided the applicant is pursuing a program of study that at the end of two years of study will qualify him or her for transfer to another institution offering a bachelor's degree in the arts, sciences, or engineering.
2. To retain the scholarship, the child must be in good standing at the institution attended.
3. In the interest of fairness to all, Union College expects that students will complete their baccalaureate education in four consecutive academic years, or the equivalent number of semesters or academic terms including summer, and will therefore limit its tuition scholarships to apply to only these first four years of study. For example, a student who attended a college for two years before the parent became eligible for a Union College tuition scholarship and then requested three years of scholarship once the parent became eligible would only be entitled to two (2) additional years, and not three (3) because of this four-year limit.
4. Individuals who are enrolled full-time under the Faculty/Staff Children's Scholarship Program may take one course or more during the summer tuition free under the part-time benefit. However, any such course or courses shall count toward the four-year limit (eight semesters or twelve terms).

C. Scholarship Amounts to Institutions Other Than Union College

1. For eligible children who attend institutions other than Union, the amount of each annual award shall be equal to the lesser of
  - a. One-half the annual tuition at Union, or
  - b. The annual tuition charge at the institution attended.
2. The maximum cash liability of Union College for all scholarships paid to other institutions in any single year shall be limited in the first year (1985-86) of this program to \$120,000.00. This limit shall be increased in each subsequent year after the first year by the same percentage allowed for increases in the general compensation budget of Union College. In the event that claims for any year shall be in excess of that limit, then treatment of claims and the excess shall be referred to the Board of Trustees by the President of the College. Such treatment may include proportionate reduction in all claims to eliminate the excess.

D. Scholarship Amounts to Attend Union College

For eligible children who attend Union College the amount of each annual award shall be equal to the Union College tuition.



E. General

1. Individual Union College full-time enrollment scholarships for those attending Union College or institutions other than the College are limited to that amount of the tuition fee remaining after the sum of all other grants or awards are subtracted from it (e.g., TAP award, etc.).
2. Entitlement amounts under the Scholarship Program shall be payable in installments as tuition for credit against the recipient's tuition charges.
3. Scholarship grants under this Part 1) are awarded to each eligible child on an annual basis for not more than four years of undergraduate study.

**Part 2. Part-time Enrollment at Union College or The Union Graduate College (UGC)**

A. Eligibility

Eligibility extends only to full-time Union College faculty and Union College salaried and hourly non-faculty employees (hereinafter all collectively referred to as "employees"), their spouses, same-sex domestic partners and "dependent" children (as previously defined). Eligibility for this "Part-Time Enrollment" scholarship begins with the date of commencement of the employee's full-time status at the College.

B. Entitlement

Union College employees may enroll, on a part-time basis, in a maximum combination of four courses per year free of charge through either Union College or the Union Graduate College (UGC). For the purposes of part-time enrollment the summer term starts the academic year. This would mean up to two courses per term, including summer school. Employees registering for a free summer course will not be included in the enrollment count that determines whether a course will run or be canceled. Spouses, same sex domestic partners and dependents of Union College employees may enroll on a part-time basis in up to three courses per calendar year up to three (3) per term at no cost. This entitlement does not allow a child, spouse, or same sex domestic partner attending full-time to have his or her tuition bill reduced by one-third.

C. Courses at Union College

Union College employees may enroll, on a part-time basis, in a maximum of four Union College courses per year free of charge (or in combination with courses through UGC).

D. Courses at the Union Graduate College (UGC)

Union College employees may enroll, on a part-time basis, in a maximum of four Union Graduate College (UGC) courses per year free of charge (or in combination with courses through Union).

E. General

1. Employees under the part-time enrollment shall take courses that are not in conflict with the employee's work schedule.

2. Admission to degree status is governed by the regular requirements and procedures of the College.
3. Any special or other fees and costs related to tuition-free courses must be paid by the employee.

### **Part 3. Administration and Miscellaneous**

#### Administration

This program is administered by the President or other officers of the College if the President has delegated such authority. These officers will make the availability of the Scholarship Program known to the College community.

The Executive Committee of the Board of Trustees shall be sole interpreters of the provisions of this program except that it shall be the responsibility of the administrators of the program to define whether a child remains in good standing.

The Board of Trustees reserves the right to amend all provisions, qualifications, and terms of the program and grants thereunder as, in their sole discretion, circumstances make necessary or advisable.

To retain a scholarship under Part 1 (full-time enrollment) or Part 2 (part-time enrollment at Union College or UGC) the student must remain in good standing at the institution attended, including Union College or UGC. It is the responsibility of the parent or employee to notify the officer administering these grants if the student withdraws or fails to remain in good standing at the college for which he or she is receiving benefits. In the event that the student qualifies for a refund from the college attended, such refund will be made directly to Union College for as much of the original Union College award as the refund covers and not merely for a proportion thereof. The employee or student under this program may remain liable to Union College in the event (i) a refund is not directed to Union College as provided herein, or (ii) the College is not notified if the student withdraws or fails to remain in good standing at the college for which he or she is receiving benefits.

Any conflict in this program or between this Program and any other program of the College or other rules and regulations of the College shall be resolved by the Executive Committee of the Board of Trustees.

While Union College intends to continue these benefit programs indefinitely, the College reserves the right to change or discontinue any of the benefits described herein.

#### **8.20 EMPLOYEE TRAINING SCHOLARSHIP PROGRAM**

Full time employees can pursue external training opportunities to enhance their skill level and effectiveness and/or to broaden their knowledge and skills for future job assignments.

The Employee Training Scholarship Program is intended to reimburse employees and/or departmental budgets, up to \$5,000 per year, for the cost of courses, seminars, workshops, licensures, certifications, etc., which are pursued for the work-related development of the employee. The program does not reimburse for ancillary costs such as travel, hotel or meal expenses, insurance or activity fees, books etc. Some of these costs or fees may be reimbursable by your department.

An employee interested in pursuing training opportunities (courses, seminars, workshops, licensures, certifications, etc.) should submit a brief written proposal to his or her supervisor and Responsibility Center Head, describing the training opportunity and related costs. Responsibility Center Heads should forward the approved/denied proposal to Human Resources. Each proposal will be considered carefully, in terms of job-relatedness, and a prompt approval or denial will be provided.

Once approved for the training scholarship you should forward to Human Resources a copy of a paid bill or invoice that shows the tuition cost. You or your department will then be reimbursed. Payment desired in advance will require additional notice but can be made directly to the provider of educational services.

## **8.21 BUSINESS TRAVEL ACCIDENT INSURANCE**

College employees are covered for accidental death or dismemberment while traveling on official college-authorized business. The plan provides up to \$300,000 of insurance if you die in an accident while traveling on Union College business (other than commuting to and from work). The benefit is payable to the beneficiary you name in your group life insurance. It also pays a benefit equal to 50% or 100% of the principle amount if you lose a hand, foot, or are blinded in an accident while traveling on Union College business. The College pays the entire cost of this benefit.

## **8.22 SURVIVOR'S BENEFITS**

Should an administrator die while in an active employment status (not on long term disability or retired), the family/estate will receive all salary and vacation earned up to the time of death. In addition, as a widow's/widower's benefit, the College will provide to the surviving spouse/family of a deceased full-time administrator a gift amounting to 1/12 of the administrator's annual salary.

The surviving spouse/family is also eligible for lifetime continuation of enrolled insurance benefits. Employees who met the tuition remission and scholarship program requirements and have at least ten consecutive years in the College's employ may have their surviving children participate in the tuition remission and scholarship program.

## **8.23 STATUTORY BENEFIT PROGRAMS**

### **1. Unemployment Insurance**

All employment at the College, with the exception of student employment, is covered under the provisions of the New York State Unemployment Insurance Law. The College pays the full cost for this benefit.

### **2. Social Security and Medicare**

In accordance with federal law, a percentage of each employee's salary is deducted to cover Social Security benefits that may include retirement payments, Medicare benefits, death benefits, disability insurance, and monthly income payments to certain dependent survivors of covered workers. These percentages are mandated by law and they are equally matched by a College contribution to Social Security.

### 3. ERISA Rights

Employees are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all participants in the College's benefit plan shall be entitled to:

- a. Examine, during normal working hours at Human Resources, all plan documents, master copies of insurance contracts, and copies of all documents required by the U.S. Department of Labor, such as detailed annual reports and plan descriptions;
- b. Obtain copies of all, or any of the above documents, at a reasonable cost;
- c. Receive, upon request, a summary of the plan's annual financial report.

ERISA imposes certain duties on administrators of the College's benefit plan, including the duty to administer the plan prudently in the employees' best interest. Employees shall not be retaliated against for exercising their rights under ERISA.

### 4. Continuation Of Group Health Benefits

Employees and/or their dependents covered under the College health plan may be eligible for the continuation of those benefits at the time their employment ends. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) provides that employees who lose group benefits coverage due to a "qualifying event" other than termination for "gross misconduct" are eligible to continue the benefits at their own cost. (See Section 12.7).

### 5. N.Y.S. Disability

All employees are covered by short-term disability insurance beginning at the eighth calendar day of disability. Claim forms are available from Human Resources.

### 6. Workers' Compensation

All employees are covered by Workers' Compensation Insurance to provide for payment of medical expenses and partial salary continuation in the event of a work-related injury or illness. Employees injured at work must report their accident to Campus Safety within 24 hours.

## 8.24 RECOGNITION PROGRAMS

The College recognizes the contributions, accomplishments, and valued service of employees through special programs, in campus publications, and on the Union web site. College departments will often recognize employees in their area on special occasions and for excellence at work.

The *Annual Recognition Program* provides public recognition and demonstrates appreciation for employees when they reach ten years of service and at five-year milestones thereafter. The Annual Recognition Program is also a time when the College recognizes the contributions of those employees who are retiring.

The *Annual Quarter Century Club Dinner*, held by the President, honors those employees with twenty-five or more years of service.

The *THANK U Picnic*, held in June for employees and their families, is a fun time where the College thanks all employees for their contributions during the past year.

*U ARE A TREASURE* is a program that recognizes and rewards special effort or exemplary performance by employees. Employees are nominated at anytime by anyone who thinks an employee has done something “extra” in the course of his or her employment.

## **8.25 DISCOUNTS**

Throughout the year, Human Resources will offer numerous discount programs including Golf Calendars, Amusement Park tickets, and vacation get-aways. Please contact Human Resources for information.

## **8.26 HOTEL DISCOUNTS**

While traveling for business or pleasure, if you will be staying at a hotel, first check-out all internet rates, use any available discounts you have available (i.e. AAA), and check the corporate plans available to all employees of Union College. Union currently has an arrangement through the Choice Hotels International program and the Cendant Brand Hotel program. Visit the Human Resources website for more information.

## **8.27 COMPUTER LOANS**

The College seeks to encourage technology awareness by employees and their families. Full Time employees, after one year of service, may borrow the funds (up to \$2,250) to purchase a laptop or desktop computer, printer and/or operating software from the College Bookstore or outside vendor. Loan repayment is done through payroll deduction over a maximum twenty four (24) month period. Employees are eligible for more than one computer loan in the course of their employment, however any additional loan can only be granted following completion of the previous loan. Please contact Payroll, x6105, for an appointment.

## **8.28 COLLEGE PARK HOME LOAN ASSISTANCE PROGRAM**

**Purpose:** This program was established to offer assistance to employees who purchase a home in College Park. The College will provide a maximum of \$5,000 in the form of a forgivable loan to pay for required contract deposits, appraisals, inspections and other related closing costs.

**Eligibility:** Available to regular full time employees with two years service to Union College. The employee must make the purchased property their primary residence. Proof of residency to be submitted to the College shall include: homeowner’s insurance binder and paid receipt; voter registration card; driver’s license; utility bills.

Employees must also be members of the Union-Schenectady Neighborhood Association.

### **How the program works:**

1. The employee contracts to purchase a home in the Union-Schenectady Initiative area (also referred to as College Park).
2. The employee submits a written request for mortgage assistance along with a copy of the contract to the Vice President for Finance and Administration; who will notify the employee in writing of their decision.
3. The employee submits actual invoices to Finance for direct payment to a vendor or for reimbursement to the employee. If necessary, the College can arrange for an advance if a written estimate is provided.

**Repayment vs. loan cancellation:**

1. The loan will be cancelled at a rate of 20% per year as long as the employee a.) continues employment with Union College b.) maintains the property as their primary residence and c.) remains a member of the Union-Schenectady Neighborhood Association.

The employee must enter repayment at any point they are no longer eligible for loan cancellation. Repayment will be based on the remaining principal balance at that time plus 8% annual interest. Partial cancellation for less than one year may be considered by the Vice president for Finance and Administration. Payment will be made monthly for a period not to exceed the number of years remaining in the initial loan period.

**8.29 SECOND MORTGAGE PROGRAM**

This program was established and approved by the Board of Trustees in 1956. In accordance with the privacy provisions of the Gramm Leach Bliley Act, second mortgage loans are to be made available to full-time administrators and faculty members. Such loans are to be issued directly by the College to the employee for the purpose of purchasing homes in the Schenectady area. No more than a total of four loans will be issued in any given year.

**How the program works:**

1. The employee signs a note and mortgage to the College
2. The attorneys for the College handle all the paperwork with the employee. The legal fees incurred by the College are to be paid by the employee.
3. The maximum loan amount available is \$15,000 and the maximum repayment period is 15 years.
4. The interest rate on loans granted by Union in this program will be based upon the net yield on Federal National Mortgage Association (Fannie Mae) fixed rate bonds with a 15 year maturity (or less as applicable) plus 1%. This interest rate to be fixed on the third business day prior to closing.
5. The College issues a check to the employee.
6. The College collects monthly payments from the employee through automatic payroll deduction.
7. The loan balance outstanding will be reviewed annually by the Finance Office. The current authorized total amount available for loans shall not exceed \$250,000.

**8.30 COLLEGE PLOT IN VALE CEMETERY**

College administrators, their spouses, and unmarried children have the privilege of interment in the College plot in Vale Cemetery without charge for the plot assigned. Provision for additional plots for other family members may be voted by the Board of Trustees in exceptional circumstances. The administrator is responsible for furnishing adequate markers and for the upkeep of the area assigned. A “perpetual care” plan may be purchased from the Vale Cemetery Association. Further information is available from Human Resources.

## **IX. TIME OFF AND LEAVES OF ABSENCE**

### **9.1 HOLIDAYS**

Official Holidays - College offices except for essential services are closed on the following days:

- January 1
- July 4
- Thanksgiving Day
- The Friday following Thanksgiving
- December 25

When a holiday falls on a Saturday the College will close on the preceding Friday; when a holiday falls on a Sunday the College will close on the following Monday.

To receive pay for a holiday, employees must have been employed for thirty days or more in a regular position and be considered as on active status. If a holiday occurs during a scheduled vacation, that holiday will be counted and paid as a holiday and not as vacation leave. Employees who are required to work on an actual holiday may choose another day off with pay in lieu of the holiday. Eligible employees on schedules other than the normal Monday-Friday workweek who are not scheduled to work on a fixed holiday will be eligible for another day off at a later time.

### **9.2 WINTER RECESS**

The College observes a common recess period beginning the last week of December. Every year the College announces the dates of the recess period that employees will have off with pay, unless required to work, in order to maintain essential services. Employees who are required to work on a day when the College is closed will be allowed equivalent time off with pay that must be taken before the end of the fiscal year on June 30 or be forfeited. Employees who are required to work on December 25 or January 1 are covered by the holiday policy.

### **9.3 VACATION (Revised 1/1/2011)**

Full time Administrative Staff *earn 22 days paid vacation within a 12 month Service Year.* Administrative Staff employed less than 12 months per year or considered part time will receive a prorated portion of vacation days based on individual work schedules.

1. **Vacation hours are earned and accumulated on a pay period basis according to date of hire, length of service, and number of hours paid.**
  - Newly employed administrators will earn vacation hours from their date of hire. Newly employed administrators are not eligible to take paid vacation time until they have completed 90 days of employment.
  - Benefit eligible administrators working less than full time or less than year round will receive a pro-rated amount of vacation time.
  - Administrators on any type of approved leave of absence will not accrue vacation time and other similar benefits during the period of the leave unless otherwise required by law.
  - Administrators who work in direct "student service areas" are normally expected to be at work when the College is in session. These employees, with appropriate supervisory approval, are normally expected to request, use, and be paid for accrued vacation time

during the breaks between terms. Single day vacation requests, special considerations, and emergencies will be reviewed by your supervisor on a case by case basis.

2. **Vacation hours accumulate and are used on a calendar year basis.**

- Administrators may request to take their full annual vacation allotment before it is actually earned, but may not advance vacation hours from the next calendar year.
- Administrators are expected to use their full annual vacation allotment each calendar year. Administrators not using the entire allotment may carry over a maximum of five (5) unused vacation days into the next calendar year. Except for extenuating circumstances, Administrators will forfeit any vacation in excess of the five (5) days. Extenuating circumstances will include unexpected work demands or leaves of absence that prevent the administrator from using vacation time. Requests for an extenuating circumstances rollover should be made in writing by your supervisor to Human Resources. Requests should include the amount of extenuating circumstances rollover time requested and the reason vacation time could not be taken.
- Administrators are not eligible to receive pay in lieu of time off.
- Administrators may use vacation time in full day blocks, half day blocks or on a per hour basis.

3. **Supervisor approvals and vacation pay advances.**

- All vacation requests must be made in advance and approved by your supervisor. Departments may determine the amount of advance notice required and may, on occasion, deny vacation requests due to scheduling or work conflicts.
- Administrators should report vacation time used on the first payday after the time is taken using the form provided by Payroll. The completed and approved form should be submitted to the Payroll Office.
- Administrators may receive vacation pay in advance provided the request is made in writing and approved by the supervisor at least three weeks prior to the date they wish to receive the advance in their paycheck. Administrators may only request vacation pay in advance for earned vacation hours.

4. **Termination of employment or retirement.**

- If you terminate or retire, and provide due notice (providing written notification to your Supervisor at least two (2) weeks prior to your last scheduled day of work), your final paycheck will include pay for the unused portion of earned vacation.
- If you terminate or retire with a negative vacation balance, upon separation from employment, you will be required to reimburse the College for the cost of your advanced vacation pay.

**HOW DO I COMPUTE HOW MUCH VACATION I AM ENTITLED TO?**

Administrators earn vacation hours for each of the College's 24 pay periods in which they work/receive pay.



Administrators having varying hours worked per week and/or varying weeks per year or administrators scheduled to work less than five (5) days per week and/or less than 12 months per year will receive vacation hours on a pro-rated basis. If you have questions please contact Payroll at ext. 6105.

You can use your paycheck to assist you in determining the amount of vacation hours/days you are entitled to.

Pay Periods in Year (Total of 24):	_____	pay periods
Multiplied by Vacation Hours Earned Per		
Pay Period (“Vac Earn” from Paycheck):	X _____	hours
= Vacation Hours to be Earned for Calendar Year		=====
		hours

**HOW DO I COMPUTE VACATION TO BE EARNED FOR THE REMAINDER OF THE YEAR?**

You can use your paycheck and the number of pay periods remaining in the year to assist you in determining the amount of vacation hours you will earn for the remainder of the year.

Pay Periods Remaining in Year (Total of 24):	_____	pay periods
Multiplied by Vacation Hours Earned Per		
Pay Period (“Vac Earn” from Paycheck):	X _____	hours
= Vacation Hours to be Earned for		
Remainder of Calendar Year		=====
		hours

**HOW DO I COMPUTE HOW MUCH VACATION I HAVE LEFT?**

You can use your paycheck to assist you in determining the amount of vacation hours you will have for the remainder of the year. Current vacation time balances are shown in hours on your paycheck but may not reflect recent vacation hours used but not yet reported.

Vacation Balance (“Vac Bal.” from Paycheck):	_____	hours
Minus Vacation Hours Used But		
Not Yet Reported to Payroll:-	_____	hours
Plus Vacation Hours to be Earned for		
Remainder of the Calendar Year (from previous section)	+ _____	hours
= Total Vacation Hours Remaining for Year		=====
		hours

**9.4 PERSONAL BUSINESS ABSENCE**

An administrator is measured by their ability to completely fulfill the duties and responsibilities of their position. The College expects all employees, when possible, to arrange personal business matters so that they do not interfere with work. The College realizes that there are times when this is not possible, such as for home repairs, legal business, emergencies, and routine doctor visits/check-ups. Before a request for a paid personal business absence is approved a director/department head should carefully review:

- Frequency of which requests occur
- Ability of the individual to complete responsibilities of their position
- Willingness of individual to make up time or work
- Amount of time spent accomplishing a position’s responsibilities in addition to the normal work day (i.e. early mornings, nights, weekends, lunch hours, etc.)
- Potential abuse of the privilege.

Each request should be carefully evaluated, on a case-by-case basis, and decided through the director/department head's discretion based on their understanding of the situation and the requesting individual's work habits.

## **9.5 SICK LEAVE, FAMILY ILLNESS, AND SHORT-TERM DISABILITY**

### **1. Sick Leave/Family Illness**

College administrators are not provided a limit in terms of the number of sick or family illness days they are entitled to take per year. This does not mean, however, that an administrator can be excessively absent due to their own illness or an illness in their immediate family. As previously stated, an administrator is measured by their ability to completely fulfill the duties and responsibilities of their position. Extended time off is available, on an unpaid basis, under the Family and Medical Leave Act or under the Personal Extended Leave of Absence policy.

An employee absent from work must notify his or her supervisor by the start of the workday. Supervisors may make reasonable requests for medical verification confirming an employee's illness or ability to return to work (normally after two days). When an employee is on sick leave for longer than five (5) working days medical verification will be required (See Section 10.3 Punctuality and Attendance).

### **2. Short Term Disability (These provisions are effective for full-time administrators. Proportional provisions will be made for part-time employees in the same groups):**

Administrators absent due to illness, injury or other qualifying medical condition will receive full salary for the first seven consecutive calendar days. Administrators absent beyond the first seven days will receive continuation of full salary for up to three months plus one additional week for each year of service to a maximum total of six (6) months. Full benefits will continue for the duration of the short term disability.

To receive full salary continuation administrators must submit an appropriate Physician's statement to Human Resources, indicating date of disability, job limitation/inability to perform job responsibilities, and length of disability/potential return to work date. To return to work, administrators must submit a Physician's statement to Human Resources indicating ability to return to regular/modified job responsibilities and a return to work date.

The work of the absent person has been customarily carried on by other employees during an absence, except when the absence was of such duration as to cause a material deficiency in service or of such duration as to impose undue hardship on the members of the department/area. In such event, the applicable Vice President will consider obtaining a replacement.

During the disability period, the College will consider employees for other vacant positions, provided they can perform the duties and responsibilities of such other positions. If an employee is still disabled after 26 weeks, he or she may be eligible for income benefits from Union's Long-Term Disability Plan (LTD). After 26 weeks of continuous long term disability or a period of greater than six months in any twelve month period (employee can no longer perform the essential functions of his or her position with or without a reasonable accommodation) the employee is terminated and may receive compensation directly from the insurance carrier. Core benefit coverage and retirement plan contributions will continue during the time the employee is on long-term disability. Disabled employees will be expected to apply for social security disability benefits.

## **9.6 WORKERS' COMPENSATION**

This benefit provides weekly compensation if a college employee is disabled as a result of an on-the-job injury or work-related illness. The plan also provides benefits for medical treatment and compensation for loss of sight, hearing, or limbs. The College pays the entire cost of this benefit.

To provide for payment of medical expenses and partial salary continuation in the event of a work-related injury or illness, employees are covered by Workers' Compensation. An employee injured or becoming ill on the job must report such injury or illness to his or her supervisor and Campus Safety and Human Resources immediately. It is the joint responsibility of the employee and the supervisor to immediately report all work-related injuries or illnesses to Campus Safety. It is the supervisor's responsibility to arrange for prompt medical treatment, for completing the legally necessary reports, and for making certain that the condition which caused the injury is corrected. The employee is responsible for providing written medical updates and related information to the supervisor and Human Resources on a regular basis. Failure to report an injury or illness in a timely manner or to keep the College informed of your medical status may result in the delay or loss of Workers' Compensation benefits.

Employees unable to perform his or her responsibilities will be placed in a temporary light duty position developed and agreed upon by the employee's doctor, Union's Workers Compensation carrier, and Human Resources. Should a light duty position be unavailable the employee will be placed on a leave of absence.

## **9.7 ADOPTION LEAVE**

Employees who have been employed at Union for at least 12 months, have worked a minimum of 1250 hours during the immediately preceding 12 months, and who are the primary caregiver, are eligible for 4 weeks of paid leave for the adoption of a child. If the employee and spouse/domestic partner are both employed by Union, only one employee may utilize this benefit. Adopted children must be under the age of 18, not biologically related to either parent, and not currently in the long term care of the employee. Employees should provide advance notification and certification of at least 30 days when the leave is foreseeable. When unforeseen events require leave, employees shall give notice as soon as practical, ordinarily within one or two working days. Employees apply for leave by submitting a Request for Leave, with Department Chair or Department Head approval, and a copy of an adoption letter to Human Resources.

Additional unpaid leave benefits are available through the Family and Medical Leave Act (FMLA). FMLA leave runs concurrent with other Leave of Absences.

## **9.8 FAMILY AND MEDICAL LEAVE ACT (FMLA)**

This policy statement is a summary of the Family and Medical Leave Act (FMLA) of 1993. The Act is specific in its scope of coverage and will be the determining factor in final interpretation of Leave provisions. You should contact the Human Resources Office for information about specific situations.

Faculty and Staff who have been employed for at least one year for 1250 hours or more over the twelve months preceding the events which are listed below are entitled to receive a combined unpaid medical and/or family leave for a maximum of 12 weeks for each 12 month period beginning from the first date of approved leave.

This Leave is intended to run concurrent with the provisions of College sick leave policy, New York State Disability Insurance, Worker's Compensation Insurance, Long Term Disability Insurance, and/or accrued vacation time and, for less than 12 month employees, any unpaid period including summer and winter breaks. The provisions of this policy apply only to family and medical leave circumstances covered by the federal law. The provisions for Personal Leave of Absence under existing policy are not changed and cannot be substituted for the provisions covered by the Federal Law.

An employee on an approved FMLA leave will be required to use all accrued, unused vacation, sick and personal days during the leave period. Once such benefits are exhausted, the balance of the leave will be without pay. All group health benefits (e.g., major medical, hospitalization, and dental insurance) will continue during the leave provided you continue regular contributions to these plans. Other benefits (such as pension, retirement, life insurance, and long-term disability) will be governed by the terms of each benefit plan. All benefits that operate on an accrual basis (e.g., vacation, sick and personal days) will cease to accrue during any period of FMLA leave that is unpaid.

#### **Family Leave Entitlement:**

- A. Because of incapacity due to pregnancy, prenatal medical care or child birth.
- B. Because of the need to care for an employee's child after birth, or placement for adoption or foster care.

In the case of an employee who is a birth mother, the eligibility for the family leave entitlement portion begins when the primary physician releases the employee to resume normal work duties. Entitlement to leave expires at the end of the 12-month period beginning on the date of birth or placement. Accrued vacation leave and other appropriate paid time off leave will be paid during the leave period.

Since the need for family leave is typically foreseeable, an employee must notify their immediate supervisor and/or Department Head of their intentions to request the leave at least 30 days in advance so that provisions can be made to have their duties carried out during their leave. If the date of the birth or placement requires leave to begin in less than 30 days, the employee must provide notice as soon as practicable.

FMLA leave for the birth or placement of a child for adoption or foster care with the employee may not usually be taken on an intermittent or reduced leave schedule basis.

#### **Medical Leave Entitlement:**

- A. Because of the need to care for an employee's spouse, domestic partner, son, daughter, or parent with a serious health condition.
- B. Because of an employee's own serious health condition which makes the employee unable to perform the employee's job.

Whenever possible, an employee seeking or needing a leave of absence for one of these purposes must give 30 days notice before taking leave; otherwise you should give notification as early as possible. To the extent allowed by law, accrued paid vacation leave and other paid time off benefits must be exhausted as part of an employee's entitlement to FMLA leave for a serious health condition of the employee or an employee's immediate family member.

For purposes of this policy, a "serious health condition" generally means an illness, injury,

impairment, or physical or mental condition that involves either (1) an overnight stay in a medical care facility (i.e., hospital, hospice, or residential medical care facility), or , (2) continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Medical leave for an employee's own serious health condition or a serious health condition of an employee's immediate family member may in some cases be taken on an intermittent or reduced schedule basis when medically necessary for the leave (as distinguished from voluntary treatments and procedures) and if it is determined that the employee's medical needs can best be accommodated through an intermittent or reduced leave schedule. Certification from an employee's health care provider of the medical necessity of intermittent leave or leave on a reduced leave schedule will be required. An employee needing intermittent FMLA leave or leave on a reduced leave schedule must make reasonable efforts to schedule their leave for planned medical treatment so as not to unduly disrupt the College's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis. In addition, an employer may assign an employee to an alternative position with equivalent pay and benefits that better accommodates the employee's intermittent or reduced leave schedule.

An employee who has questions concerning whether they qualify for leave under the FMLA because of a serious health condition are advised to consult with their department manager or Human Resources.

### **Military Family Leave Entitlement:**

An eligible employee with a spouse, domestic partner, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use his/her 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events and related activities, short notice deployment, arranging for alternative childcare or emergency child care, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings, leave to spend time with a covered military member who is on short-term temporary rest and recuperation leave during a period of deployment; and leave for post-deployment activities, such as an arrival ceremony..

FMLA also includes a special leave entitlement that permits an eligible employee to take up to 26 weeks of leave to care for a covered service member during a single 12-month period if the employee is the spouse, domestic partner, son, daughter, parent, or next of kin of a service member. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

### **Job and Benefit Protection:**

Upon return to active work, from an approved FMLA leave, an employee will be restored to their former position or, if his/her former position has been filled or is no longer available, to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment.

Medical, dental, vision, life, and long-term disability benefits will remain in effect during the leave on the same basis and premium sharing/payments as if not on leave. College contributions to the pension plan will not be made during the leave period unless pay has continued under an approved paid leave category. Accrual of benefits or eligibility for benefits based upon time worked or length of employment will not continue during the unpaid leave.

Use of FMLA benefits will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### **Procedure for Securing Leave:**

An employee should submit a written Leave request to his/her immediate supervisor and/or Department Head within a minimum 30 days, or as soon as practical, of the beginning of the Leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with Union College's normal call-in procedures. An employee must provide sufficient information for Union College to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include: employee is unable to perform job functions, family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. An employee must inform Union College if the requested leave is for a reason for which FMLA leave was previously taken or certified. In the case of medical leave, an employee will be required to provide a health care provider statement and periodic recertification supporting the need for the leave. The College, at its expense, may request a second opinion through its own health professionals. If the second opinion conflicts with the first, the College, at its expense, may request a third and final opinion by a neutral health professional.

A request for FMLA leave will be reviewed and the requesting employee will receive a written response indicating FMLA leave eligibility and any specific conditions or need for additional documentation.

## **9.9 SHORT TERM LEAVE OF ABSENCE WITHOUT PAY**

Administrators who have been employed for one year or more may request a short term unpaid leave of absence for a period of one to four weeks. Administrators may request a short term leave of absence without pay by submitting a written request indicating the necessity for the leave and the start and end dates of the leave. Short term leaves of absence without pay require the prior written approval of the respective department head, and will be granted at the sole discretion of the College.

Employees requesting a short term leave of absence without pay will give at least 5 days notice in advance of the desired date the leave would begin. Human Resources may waive the 5 day notification in an emergency situation. Short term leave of absence without pay will not be granted for employees to assume other employment.

An employee returning from a short term leave of absence without pay will be restored to his or her prior position. An employee on a short term leave of absence will not accrue vacation time, receive

paid holidays, or receive a contribution to the retirement plan. Employees may request that benefits through the Flexible Benefits Program be continued as if actively employed. An employee not returning to work following a short term leave of absence without pay will be required to reimburse Union for employer contributions paid on his or her behalf.

If an employee fails to return on the agreed date and has not communicated with Human Resources or his or her supervisor regarding his or her inability to return, it will be considered a voluntary resignation effective on the last day worked prior to leave inception.

## **9.10 PERSONAL EXTENDED LEAVE OF ABSENCE**

Administrators who have been employed for one year may request an unpaid personal extended leave of absence beyond four (4) weeks but not to exceed 12 weeks (Leaves may be renewed). An employee may request a personal leave by submitting a written request to his or her supervisor indicating the necessity for the leave and the start and end dates of the leave. Personal leaves require the prior written approval of the respective Vice President and Human Resources, and will be granted at the sole discretion of the College.

Employees requesting an unpaid personal extended leave will give at least 30 days notice in advance of the desired date the leave would begin. Human Resources may waive the thirty-day notification in an emergency situation. Personal extended leave will not be granted for employees to assume other employment.

An employee returning from personal extended leave will be restored to his or her prior position, unless it has become necessary for the College to either fill the position on a regular basis or eliminate the position. In this case, the employee will be returned to an available and suitable position, at the discretion of the College.

An employee on unpaid personal leave will not accrue vacation time, receive paid holidays, or receive a contribution to the retirement plan. Employees may request that benefits through the Flexible Benefits Program be continued as if actively employed. An employee not returning to work following a personal leave will be required to reimburse Union for employer contributions paid on his or her behalf. An employee going on leave, who will be utilizing the Faculty/Administrator Children's Scholarship Program, should inform the Dean of Faculty's Office of his or her plans and when he or she returns to the regular position apply retroactively for this benefit.

Employees may use accrued vacation while on unpaid personal leave, but not to extend the leave beyond 12 weeks.

If an employee fails to return on the agreed date and has not communicated with Human Resources or his or her supervisor regarding his or her inability to return, it will be considered a voluntary resignation effective on the last day worked prior to leave inception.

## **9.11 BEREAVEMENT LEAVE**

In the event of the death of a member of an employee's family, the employee will be allowed time off with pay (generally 2-3 days) for purposes of bereavement and to take care of necessary business arising from the death. The definition of family members shall include: the employee's current spouse/partner, child, parent, parent-in-law, legal guardian, grandparent, grandparent-in-law, grandchild, brother, sister, foster child, step parent, step child, step brother or sister, brother and sister-in law, and any other related person living in the employee's household.

## 9.12 MILITARY LEAVE

Union College honors and respects the rights and obligation of its employees to serve in the Armed Forces of the United States. The College will allow excused absence for its employees to serve in that capacity, in accordance with the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA), P.L. 103-353, and state laws where applicable. Leaves of absence and re-employment rights are provided by Union College based on these laws.

### 1. Scope

This policy applies to all regular employees of Union College. Employees in temporary positions are excluded from this policy.

### 2. Definitions

- a. **Military Service:** Active Duty, Training For Duty, Initial Active Duty for Training, Inactive Duty Training, full time National Guard duty, funeral honors duty performed by National Guard or reserve members, and absence from work to determine fitness for any of the above types of duty.
- b. **Uniformed Service:** Army, Navy, Marine Corps, Air Force or Coast Guard, reserve duty in the Army, Navy, Marine Corps, Air Force, or Coast Guard, Army National Guard or Air National Guard, Commissioned Corps of the Public Health Service, or any other category of persons designated by the President in time of war or emergency.
- c. **Temporary Positions:** Positions which are brief or non-recurrent, and that cannot reasonably be expected to continue indefinitely or for a significant period. Generally these are positions of less than one (1) year in duration.

### 3. Procedures

An employee or appropriate officer of the branch in the military in which the employee will be serving must give the employee's supervisor or Human Resources written notice and a copy of the military orders in advance of military service unless military necessity prevents the giving of notice or notice is otherwise impossible or unreasonable. Failure to provide the required documents will result in the withholding of pay until such orders are received. Payroll should be contacted to determine how military pay is handled.

Under USERRA an employee is entitled to reinstatement to a position with the same status, rate of pay, opportunity for promotion and benefits as the position previously held by the employee and the employee may object to the proffered reemployment position if it does not have the same status as previous employment. Re-employment is based on the period of military service and other conditions as listed:

- a. **Military service of less than 31 days** – the employee must report back to work by the beginning of the first regularly scheduled work day that would fall eight (8) hours after the employee returns home from the place of military service. If, due to no fault of the employee, timely reporting back to work would be impossible or unreasonable, the employee must report back to work as soon as possible.
- b. **Military service of more than 30 days but less than 181 days-** the employee must re-apply for employment at Human Resources no later than 14 days after military



service is completed, or the next full calendar day when application becomes possible. The employee must also provide adequate documentation showing eligibility to return to work.

- c. Military service of more than 180 days - the employee must re-apply for employment at Human Resources no later than 90 days after Military Service is completed. The employee must also provide adequate documentation showing eligibility to return to work.
- d. The employee's separation from military service was under honorable conditions. A DD214 or similar document is required.
- e. The cumulative length of the absence and of all previous absences for Military Service does not exceed five (5) years with certain exceptions provided in USERRA. The two-week annual training sessions and monthly weekend drills mandated by statute for reservists and National Guard members are exempt from the five (5)-year limitation.
- f. The College is not required to reemploy a person if its circumstances have changed so as to make such reemployment impossible or unreasonable such as, for example, a reduction-in-force.
- g. The reporting or application deadlines will be extended up to two (2) years for employees who are hospitalized or convalescing because of a service-connected illness or injury.
- h. If reporting to work is impossible or unreasonable, the period will be extended, if necessary, to accommodate a circumstance beyond the employee's control.
- i. The College and affected department will apply its rules governing unexcused absences in cases where an employee fails to report to work or to apply for reemployment rights within the required time limits.

The College will make reasonable efforts to accommodate an employee's disability so that the employee can be reemployed consistent with the requirements under USERRA unless such accommodation will be of such difficulty or expense as to cause undue hardship.

Union College will provide paid military leave (for duties as outlined above with the exception of an unpaid military leave for funeral honor duties) by paying the difference between an employee's daily rate of pay and the fees or pay they are to receive in carrying out their obligation. Employees are not required to use accrued vacation during absences due to military service requirements, but may do so upon request. Employees who follow the above procedure will accumulate seniority for the period of service in the Armed Forces and retain previously accumulated benefits, subject to rules and regulations that might be imposed in those plans underwritten by insurance companies. During any period of paid leave, the College will continue normal contributions towards the cost of benefits. When military service is unpaid, the employee will pay the cost of benefits. In addition, the employee will be eligible for any general increases in pay, or any approved benefits that occur during their absence.

An employee may elect to continue his or her health care benefits during the period they are performing military service. Those employees will pay no more than the current employee rates. Employees on a paid or unpaid military leave will not accrue vacation time.

An employee who is performing military service may elect to make employee contributions or elective deferrals to the College's pension plan, to the extent allowed by law. The amount may not exceed the amount the employee would have been permitted or required to contribute had he or she remained continuously employed during the period of military service. The employee contribution to the College's pension plan may be paid either during the period of military service or upon reemployment.

Union College will take appropriate steps to ensure compliance with the reemployment rights extended to military personnel under USERRA. Accordingly, employees who perform more than 180 days of military service before reemployment may only be discharged for cause for a period of one year from the date of reemployment. Employees who perform military service more than 30 days but less than 181 days before reemployment may only be discharged for cause for a period of six (6) months after the date of reemployment.

### **9.13 JURY DUTY AND COURT APPEARANCE LEAVE**

An employee may attend compulsory jury duty when he or she presents a jury summons to his or her supervisor. The employee's supervisor should be notified at least two weeks prior to the first day the employee is requested to report to the courthouse or as soon as the employee receives the jury summons. An employee may be requested to defer jury duty to another acceptable time if the supervisor is unable to release the employee due to business necessity.

An employee is expected to work his or her regular schedule on days when court is not in session, as well as the remaining part of any workday after being excused from court. Employees who work hours different from or in addition to those required for jury duty shall be paid the normal straight time rate for those hours. Employees not scheduled to work will not be subject to this policy and therefore only receive the public authority payment for their time. Employees will be paid their regular wages while on jury duty and employees may retain any payments received from the public authority.

Employees subpoenaed as witnesses in criminal or civil proceedings, when not a litigant or participant, will be paid their regular wages.

### **9.14 WEATHER RELATED CLOSINGS AND ESSENTIAL SERVICES**

Because of the residential nature of the College, it is unlikely that campus offices and operations will close due to inclement weather. Employees should listen to the local radio and television stations and call if they are unsure whether or not the College will be open. Employees who report late, but within one hour after the start of their work time, will receive pay for the full day. If the College is open but an employee determines that weather conditions prevent him or her from being at work, the employee should contact the supervisor as soon as possible and request a vacation day. If the employee decides not to work due to the weather and later in the day the College decides to curtail operations or grant an early release, the employee will be charged a full vacation day.

When the Dean of Faculty or his/her appointee decides to curtail operations or grant an early release, employees will receive regular pay for hours excused. Employees requested to remain at work by their supervisor will receive compensatory time that must be used by December 31.

### **9.15 COLLEGE CLOSINGS**

Due to scheduling, calendar issue, or weather, the College may occasionally decide to "officially close" for a day. When a College closing day occurs, the majority of administrators will have the

day off with pay. Administrators required to work will receive regular pay plus another day off with pay at a later time (Compensatory time that must be used by June 30 of the current fiscal year). If the closing day is your normal day off, and you are requested to work, you will receive regular pay, plus another day off at a later time. If the closing day occurs on your normal day off, and you are not requested to work, you will not receive an additional day off or additional pay.

#### **9.16 TEMPORARY LAYOFFS DURING BREAKS (LESS THAN 12-MONTH WORK SCHEDULES)**

Certain positions at the College have work scheduled only when classes are in regular session. Employees in these positions may be temporarily laid-off and recalled when classes resume. Employees who work less than a 12-month schedule will be responsible for benefit deductions normally deducted from their paycheck. Human Resources will notify each affected employee and coordinate repayment. Employees of an educational institution with reasonable assurance of rehire for the next term are generally not eligible for Unemployment Insurance.

## **X. DISCIPLINE AND CONDUCT**

### **10.1 GUIDELINES FOR APPROPRIATE CONDUCT**

The College expects employees to observe high standards of conduct at all times, comply with all laws and policies, treat others with dignity and respect, follow acceptable business principles, accept responsibility for the appropriateness of their own conduct, exhibit a high degree of personal and professional integrity, and protect and maintain the privacy of sensitive employee information that an employee may learn of in the course of performing duties on behalf of the College in accordance with College policies and procedures (for example, see Section 4.10, Personnel Files). Unsatisfactory performance, violation of College policies, or any other behavior or conduct deemed inappropriate by the College might lead to disciplinary action up to and including termination. It is impossible to list all forms of conduct that might be considered inappropriate or unacceptable. Certain behavior (such as theft, fighting/assault, falsification of records, threats of violence, insubordination, or reporting to work under the influence of alcohol or controlled substances/use of alcohol or controlled substances at work) is clearly unacceptable at any time in any workplace. Other conduct (such as failure to cooperate with other employees, harassing or intimidating others, failing to follow reasonable supervisory requests, inadequate job performance, or persistent tardiness or absenteeism) while often more subtle is also unacceptable.

### **10.2 EMPLOYMENT AT WILL**

Your employment with the College is “at will.” This means that all administrators work at the pleasure of the President and the College may change, cause reassignment, or terminate employment at any time, with or without notice, for any reason, with or without cause, or you may terminate your employment at any time, with or without notice, for any reason, with or without cause. An administrator’s appointment may be terminated at any time with 60 days written notice of such termination. Nothing in the Administrator’s Manual or any other College document should be understood as creating guaranteed or continued employment or for guaranteed or continued benefits.

Generally speaking, to terminate an administrator a supervisor must have approvals from the Department Head, the Responsibility Center Head and the Director of Human Resources. The decision to terminate is not subject to review by the complaint process unless it is Affirmative Action related.

### **10.3 PUNCTUALITY AND ATTENDANCE**

It is anticipated that employees will report to the College ready to work, be on time, and complete their normal day. If, for any reason, an employee will be late for work or unexpectedly absent he or she must call a supervisor and notify them of the late arrival, or state the reason for the unexpected absence. Normally notice should occur no later than the scheduled starting time for work. Advanced notice is also required to leave work before the end of a scheduled shift. While it is understood that employees occasionally may be late to work or absent, excessive lateness or unapproved leave, no matter what the reason, is not acceptable and may result in disciplinary action.

Should your reason for excessive unapproved leave be “sickness” or “disability,” the Human Resources Department may initiate steps to have you evaluated by an Independent Medical Examiner (IME). The purpose of the evaluation will be to evaluate your fitness for duty and to determine any work restrictions that may prevent you from performing the essential functions of your position.

Your supervisor may request a physician's statement indicating you are under a doctor's care for absences, due to illness or injury, of three (3) days or more. Employees that are out sick for longer than five working days will be required to provide medical verification of "fitness for duty" in order to return to work. Employees absent for three days without notification or communication with their supervisor will be considered to have abandoned their position and will be terminated.

#### **10.4 PERFORMANCE EVALUATION**

The College's process for employee evaluation is based on job duties, performance factors, and objectives. Evaluations are conducted annually by an employee's immediate supervisor and may involve other members of the College community. The annual Performance Evaluation is intended to assess relative performance since the date of the last performance evaluation (not just January-December). Additional evaluations can be made, at other times, at the request of the employee or the employee's supervisor. The appropriate Responsibility Center Head and Human Resources will review the completed evaluation, including employee input. The written performance evaluation will become part of the employee's personnel file. While the primary purpose of the evaluation process is to assist the employee in carrying out job responsibilities more effectively, it may be used as the basis for personnel actions including promotions, merit increases, or corrective actions.

Employees receiving a Below Average or Unsatisfactory evaluation should expect to receive an appropriate disciplinary notice and to be warned that continued Below Average or Unsatisfactory performance will result in further disciplinary action. Employees with three years of continuous Below Average or Unsatisfactory performance evaluations may be subject to probationary action or termination.

#### **10.5 PERSONAL APPEARANCE**

Employees are expected to practice good personal hygiene and use good judgment in the choice of clothing and grooming. Departments may specify additional requirements, i.e. required uniforms, appropriate for their operation. Employees who report for work inappropriately dressed may be sent home and directed to return to work in proper attire. Failure to exhibit acceptable practices will result in disciplinary action.

## **XI. DISPUTE RESOLUTION**

### **11.1 GENERAL PROBLEM RESOLUTION PROCESS**

To foster and promote the best possible employer and employee relationship, there is a procedure available to you for review of work related problems. It is usually in the best interest of both the College and the employee to resolve problems as soon as possible at the lowest possible administrative level. In order that employees may be assured fairness in the consideration of such problem(s), this process of appeal and review, without prejudice, to higher levels of authority has been established. This process is available only to employees. Non-College employees may not attend any of the meetings. An employee may have another College employee accompany or represent him or her at the meetings.

The dispute resolution process does not apply to issues concerning compensation, classification, work standards, stated College policy, disputes with non-supervisory personnel, and matters which are beyond the control or jurisdiction of the College. Allegations of harassment, sexual harassment or discrimination should be referred to the Affirmative Action Office.

Employee complaints or problems should be addressed in the following manner. You may confer with Human Resources at any point during the resolution process.

The employee should first attempt to resolve the issue informally by discussing it with his or her supervisor. Satisfactory resolution can usually be achieved at this level.

If the matter is not resolved to the employee's satisfaction informally, the employee should meet as soon as possible with the department head. The employee should write up or be prepared to speak about:

- the specific complaint
- the facts related to the complaint and any other helpful information
- the remedy or resolution sought

The department head will consider and evaluate the information, discuss the matter with the supervisor and employee if necessary, and respond in writing as soon as possible.

If the issue is not resolved with the Department Head, or the issue is with the Department Head, the employee should submit a written statement of the complaint to the Director of Human Resources. The complaint should be submitted within five days of receiving the Department Head's decision and include all of the information presented at the previous steps.

The Director of Human Resources will review the information submitted to ensure that it is appropriate, consistent with previous steps, and that the remedy sought is clear. The Director of Human Resources will attempt to seek resolution prior to forwarding the complaint to the appropriate Responsibility Center Head.

If the informal means do not resolve the problem, the Director of Human Resources will present the complaint to the Responsibility Center Head. The Responsibility Center Head will review and make a decision regarding the situation. The decision of the Responsibility Center Head is final.

Due to the nature of some positions, the complaint resolution process may necessitate fewer levels of review. For instance, employees who report directly to a Responsibility Center Head will have only two levels of review.

The dispute resolution process is not a legal forum. Employees who wish to use legal counsel may do so within the judicial system. Use of the dispute resolution process shall not be construed as the waiver of any right that would be provided to an employee under the jurisdiction of outside agencies, including courts of law. The filing of a complaint or the use of this process does not postpone any deadlines for filing of complaints with outside agencies. The College reserves the right to discontinue the complaint resolution process should an employee commence a similar complaint with a state or federal court or agency.

## **11.2 MEDIATION**

Mediation is a method for faculty, administration and staff to use when resolving conflicts. Mediation is confidential, does not become part of an employee's record and is part of the informal intervention process. If any employee has any type of conflict with another member of the College community they are welcome to engage in mediation. Mediation is a process by which mediators play a facilitative role and the participants make choices regarding an agreement. Frequently, disputing parties use the process to increase communication and improve relations. Mediation is designed to develop a mutually acceptable agreement between two parties in an informal manner. No written documentation will be placed in an employee's file unless the parties agree to the involvement of a College official.

Please contact Affirmative Action to set up a mediation session or to inquire about the mediation process.

## **11.3 COLLEGE POLICY PROHIBITING HARASSMENT (March 24, 2011)**

### **Purpose and Definition:**

Union College's Harassment Policy prohibits any form of unlawful harassment, by any member or group of the community, including harassment that creates a hostile environment against any employee or student because of race, color, sex, pregnancy, religion, creed, national origin (including ancestry), citizenship status, physical or mental disability (including AIDS), age, marital status, sexual orientation, gender identity and expression, status as a veteran, or any other protected category under applicable local, state, or federal law such as opposing discrimination or participating in any complaint process at the Equal Employment Opportunity Commission or other human rights agencies. A hostile environment may be created by oral, written, graphic, or physical conduct that is sufficiently severe, persistent or pervasive so as to interfere significantly with an individual's work or education or affect adversely an individual's living conditions.

Union College is also committed to the free and vigorous discussion of ideas and issues, which the College believes will be protected by this policy. This policy is intended to complement Union College's Equal Opportunity Policy. Union College is committed to protecting the academic freedom and freedom of expression of all members of the College community. This policy against harassment shall be applied in a manner that protects the academic freedom and freedom of expression of all parties to a complaint. Academic freedom and freedom of expression include but are not limited to the expression of ideas, however controversial, in the classroom, residence hall, and in keeping with different responsibilities, in workplaces elsewhere in the College community.

The Harassment Policy applies to all persons who are enrolled or employed at Union College while

they are on College property or are participating in a College-sponsored activity off-campus. The Procedures for Resolution of Claims of Harassment, described below, apply to situations in which both complainant and respondent are enrolled or employed at Union College.

Situations which involve others, including applicants for admission or employment who believe they have been harassed by employees of Union College and employees of Union College who believe they have been harassed by contractors or vendors serving the College, will be resolved through procedures for complaints of discrimination. Persons who believe they have experienced these situations should contact the Director of Affirmative Action.

Union College has established informal and formal harassment grievance procedures that can be found in the Student Handbook, Faculty Manual, Administrators Manual or Staff Manual. Union College has also established a dispute resolution process for other forms of work related problems which can be found in the Faculty Manual, Administrators manual, or Staff Manual.

Supervisors, Department Chairs, Deans, Faculty members, and individuals holding similar positions at Union College with knowledge of situations in which harassment may exist shall take appropriate steps to deal with the matter according to College policy and procedures.

Once there is knowledge of harassing behavior, the College is effectively on notice. If, after consultation with the Director of Affirmative Action, the complainant does not wish to pursue the complaint further, the College may still need to respond by taking reasonable appropriate action, including conducting an investigation.

The Harassment Policy and the procedures for resolution of claims of harassment are only part of Union College's effort to prevent harassment in our community. In addition to spelling out steps for making and resolving complaints, the College will also endeavor to provide programs to raise the level of understanding concerning the nature of harassment and ways to prevent its occurrence.

#### **Definition of Sexual Harassment:**

Sexual harassment is unwanted and repeated sexual, abusive, or lewd language and/or suggestive jokes of a sexual nature; demands for sexual favors in exchange for other considerations; unwanted and constant physical or verbal pursuit with a sexual theme; leering, suggestive, or insulting sounds and gestures; unwanted touching, brushing, patting, pinching, or attention to one's body; threats of, or deliberate, sexual assault or molestation. Sexual harassment is also considered when:

— Conduct is made, either explicitly or implicitly, a term or condition of an individual's employment or education; or

— Submission to or rejection of such conduct by an individual is used as the basis for affecting decisions about that individual's academic or employment future or for affecting participation in a College activity; or

— Such conduct has the purpose or effect of interfering with an individual's academic or professional performance or creating an intimidating hostile or demeaning employment or education environment.

#### **Determination of Harassment:**

The conduct alleged to constitute harassment under this Policy shall be evaluated from the



perspective of a reasonable person, considering all the circumstances, including the nature, frequency, intensity, location, context, and duration of the behavior in question.

In considering a complaint under the Union College Harassment Policy, the following understandings shall apply:

— Harassment must be distinguished from behavior which, even though unpleasant or disconcerting, is appropriate to the carrying out of certain instructional, advisory, or supervisory responsibilities.

— Instructional responsibilities require appropriate latitude for pedagogical decisions concerning the topics discussed and methods used to draw students into discussion and full participation.

### **Additional Behavior Prohibited by the Policy:**

The following behaviors are also prohibited by the Policy:

— Reprisals Against Complainant: It is a violation of Union College's Harassment policy to retaliate against a complainant for filing a charge of harassment. A complaint of retaliation may be pursued using the steps followed for a complaint of harassment.

— Reprisals Against Respondent: Lodging a complaint of harassment is not proof of prohibited conduct. A complaint shall not be taken into account during reappointment, tenure, promotion, merit, or other evaluation or review until a final determination has been made that the College's Harassment Policy has been violated.

— Knowingly filing false or malicious complaints: Knowingly filing a false or malicious complaint of harassment or of retaliation is a violation of the Harassment Policy. Such conduct may be pursued using the steps followed for a complaint of harassment. A complaint under this provision shall not constitute prohibited retaliation.

— Intentional breaches of confidence: All participants in the harassment complaint resolution process, including the complainant and respondent, witnesses, advisors, mediators, members of hearing panels, and officers, shall respect the confidentiality of the proceedings. Breaches of confidentiality jeopardize the conditions necessary to the workings of internal procedures for resolution of claims of harassment.

Participants are authorized to discuss the case only with those persons who have a genuine need to know. A complaint alleging an intentional breach of confidentiality may be pursued using the steps followed for a complaint of harassment. Such a breach may also constitute an act of retaliation. A breach of confidentiality may void the outcome of any previously agreed-upon resolution to a complaint.

## **11.4 PROCEDURES FOR DEALING WITH CASES OF HARASSMENT (March 24, 2011)**

Members of the Union College community who feel they have been harassed may speak with the Director of Affirmative Action who is prepared to provide support and information. In addition, employees may seek help from their own supervisor or department head. If an employee feels uncomfortable going alone to one of the designated persons for help, she/he can bring a friend along for support. Whether or not a person consults with a College official, he or she will have the option of bringing the complaint under the informal or formal grievance procedures.

Union College hopes that accessibility and fairness inherent in these procedures will encourage all employees and students to use each step outlined in the Informal and Formal Grievance Procedures prior to instituting any proceeding regarding the subject matter of the grievance in any State or Federal court or agency.

The grievance procedure is provided for the internal resolution of differences and is not a legal forum. Those wishing to use legal counsel in the search for redress should do so within a judicial system.

Pursuit of the College's grievance procedure shall not be construed as the waiver of any right which would be provided under the jurisdiction of outside agencies, including courts of law. However, the filing of a grievance does not postpone any deadlines for filing of complaints with outside agencies.

### **Informal Discussion Stage of Grievance Resolution with the Director of Affirmative Action:**

The goals of the informal discussion stage are to discuss specific information about the incident(s) and allow the employee to explain the issues. The College official would be either the employee's supervisor and/or the Director of Affirmative Action.

Included in this discussion will be an exploration of options and a consideration of steps the employee may follow based upon advice from the College official to resolve the problem. The final determination as to which steps are taken will normally be determined by the complainant.

### **Informal Intervention and Mediation:**

Informal Intervention: The complainant should bring the problem to the attention of the Director of Affirmative Action (hereinafter referred to as the "Director") who will provide assistance in resolving the matter including acting as an intermediary for the complainant in bringing the nature of the complaint to the attention of the person against whom the complaint is made, in an attempt to resolve the problem to the satisfaction of all parties without publicity.

The Director need not come to a conclusion about whether harassment has or has not taken place but should take reasonable steps to prevent harassment or reprisal in the future. Examples of problem solving solutions that might come about through informal intervention are agreement by the accused to change his or her behavior or agreement by the accused to cease all social contact with the complainant.

Mediation: The complainant may bring the problem to the attention of a College appointed mediator (assigned by the Director). Within approximately seven (7) days of his or her involvement, the mediator shall schedule a meeting with each party, together or separately, to attempt to negotiate a settlement of the complaint.

— A settlement shall occur when the parties agree in writing to a resolution of the complaint. A resolution may include, but is not limited to, an agreement by accused not to repeat specific conduct or an apology or participation in counseling.

— If there is a sanction agreed to as part of the resolution of the complaint, the Vice President for Academic Affairs must also agree to the settlement in writing.

— A settlement need not imply an admission of culpability on the part of the accused.

— In order to participate in Mediation, the parties must state that they will not ask for the mediator's notes or request the mediator to appear in any subsequent formal complaint process.

— If necessary and appropriately based on the circumstances surrounding the complaint as determined by the Director, action may be deferred no longer than one (1) year after the most recent conduct alleged to constitute harassment or until which time the complainant is no longer in a direct relationship with the person against whom the complaint is made (whichever is shorter).

Once any College official with authority to institute corrective action has knowledge of a harassment complaint, the College is effectively on notice. If, after consultation with the Director, the complainant does not wish to pursue the complaint further, the College must still respond by taking reasonable appropriate action.

### **Initiation of Formal Grievance Procedures:**

For a formal resolution of a complaint of harassment, the case will be referred to the appropriate College judicial system. All complaints of harassment should be filed with the Director as soon after the offending conduct as possible, but in no event, more than one (1) year after the most recent conduct alleged to constitute harassment. The Director may grant a reasonable extension of any other time period established in the Policy; however, the one-year limit for filing a complaint shall not be extended. The one-year "statute of limitations" on filing a complaint is intended to encourage complainants to come forward as soon as possible after the offending conduct and to protect respondents against complaints that are too old to be effectively investigated. There may, however, be sound reasons why a complainant does not come forward within a one-year period. Although such a complaint cannot be pursued under the Formal Complaint procedures, there may still be options for responding to such complaints through counseling or Informal Intervention. If sufficient evidence is available, an investigation can be undertaken by appropriate authorities to determine if the behavior constitutes misconduct sanctionable under other judicial processes. The Guidelines for pursuing these complaints are found in the Student Handbook for complaints against students (see Regulations Governing Conduct), Faculty Manual for complaints against faculty members, and Staff Manual for complaints against staff members. If found responsible through a College judicial process, offenders will be held responsible and will incur a sanction which may range from a Warning to Expulsion or Termination of Employment, depending on the severity of the offence.

### **Formal Harassment Complaint Procedure:**

A formal grievance proceeding shall be initiated by the complainant (hereafter referred to as the petitioner) by submitting a written request for a hearing to the Director of Affirmative Action (within 30 days or as soon as possible from mediation). The request shall be accompanied by a

written, sworn and notarized statement setting forth the facts giving rise to the complaint. The request and statement shall be prepared by the petitioner. The petitioner may receive assistance in preparing the statement from a person from the College (member of the faculty, staff, or student) other than a member of the staff who has been involved with the petitioner's case. A copy of the request and the statement shall be provided the accused (hereafter referred to as the respondent) by the Director of Affirmative Action. The statement shall be sufficiently detailed to fairly enable the respondent to respond to the allegations.

If the Director of Affirmative Action grants the request for a hearing the Director of Human Resources will be notified. Within one week of the granting of the request for a hearing the Director of Human Resources will appoint a Sexual Harassment/Grievance Committee which will consist of one faculty member, one administrator, one staff member, and one alternate. If the grievance involved a student-employee complaint, the Director of Human Resources shall also appoint one student and one student alternate to the Grievance Committee. The Director of Human Resources shall also appoint an impartial Chairperson for the Committee. The list of Grievance Committee members and the names of the alternates shall be provided to the petitioner and the respondent. In the event the petitioner and/or the respondent believes that there are valid reasons to replace a committee member, a request to appoint an alternate (setting forth the reasons) shall be made to the Chairperson within five (5) days of receipt of the list. The Chairperson, at his/her sole discretion, is empowered to grant or deny the request. The Director of Affirmative Action will sit on the Grievance Committee as an observer.

Within two weeks of receipt of the statement, the respondent shall submit a written response to the Chairperson of the Grievance Committee. The respondent may receive assistance in preparing the response from a person from the College (member of the faculty, staff, or student) other than a member of the staff who has been involved with the petitioner's case or a person who is involved with the formal grievance procedure. The Chairperson shall provide copies of the response to the Grievance Committee members and to the petitioner. The answer shall respond to the substance of the statement. If the respondent fails to answer, the Committee may proceed without it.

The Grievance Committee shall set a date and place for the hearing while the College is in session allowing the parties a reasonable time to prepare their cases, normally not to exceed two weeks. The petitioner and/or respondent may receive assistance in preparing and presenting the case from a person from the College (a member of the faculty, staff, or a student) other than a person who has been involved with the petitioner's case or who may become involved with the formal grievance procedure. If the petitioner or respondent intends to call a witness or witnesses at the hearing, the names(s) of the witness(es) shall be provided to the Grievance Committee and the other party.

The Grievance Committee may proceed independently to secure evidence for the hearing.

### Hearings Before The Committee

The hearing before the Committee shall be private. The participants shall include the committee members, petitioner, respondent, Director of Affirmative Action, and any necessary witnesses (only while they are testifying). In addition, one supporting person from the College (a member of the faculty, staff or a student) may be chosen by the petitioner and respondent to attend the hearing. No person outside the College shall be allowed to attend the hearing except as a witness to give testimony.

The parties or their representatives and Committee members shall have the right, within reasonable

limits set by the Chairperson, to question witnesses who testify orally. A witness who is unable to attend the hearing may make a written, sworn, and notarized statement which may, at the discretion of the Chairperson, be introduced and read at the hearing provided it is demonstrated in advance, by the party intending to use the witness' statement, that justifiable grounds exist for the witness' non-attendance. The statement, if allowed to be introduced, shall be disclosed to the other party sufficiently in advance of the hearing to permit the other party to contact the witness and prepare for an appropriate rebuttal at the hearing. The Committee is not required to follow the judicial rules of evidence.

#### Consideration Of The Case By The Committee

After hearing the evidence, the Committee may request or accept written arguments from the parties and defer ruling on the case until such written arguments have been reviewed.

The Committee shall deliberate in closed session.

The Committee shall make a finding about the grievance which shall be forwarded in writing to the Director of Affirmative Action. The Director of Affirmative Action shall review the finding with the Director of Human Resources and either affirm or reject the finding or send the matter back to the Committee for further evaluation.

If the finding is affirmed by the Director of Affirmative Action and Director of Human Resources, a complete record will be kept of the incident and the action taken and the following documentation will be made a part of the employee's Personnel File at the College: a copy of the sworn complaint; the findings (recommendation) of the Committee; and the written decision of the Director of Affirmative Action and Director of Human Resources. These items and any other documentation pertaining to the formal hearing shall also be filed in the Sexual Harassment Central File, kept in the possession of College Counsel.

The Director of Affirmative Action in consultation with the Director of Human Resources shall take appropriate action which may take the form of one or more of the following: counseling, close management supervision, reprimand, or suspension.

If the Director of Affirmative Action in consultation with the Director of Human Resources believes that the conduct of the respondent is sufficiently grave to justify dismissal, the disciplinary guidelines set forth in the Administrator or Staff Manual will govern.

If the Director of Affirmative Action rejects the finding of the Grievance Committee, a complete record will be kept stating the outcome of the proceedings and will be made part of the Sexual Harassment Central File. This file is immune from anyone having access to its contents other than the Director of Affirmative Action and the College Attorneys.

The petitioner shall have the option to decide whether the following documentation shall be placed in his/her Personnel File: a copy of the sworn complaint; the findings (recommendations) of the Committee; and the written decision of the Director of Affirmative Action.

College officials with access to personnel files and their contents would not be authorized to disclose the contents of the files without written approval/release from the employee to do so.

Any retaliatory action of any kind taken by an employee of the College against any other employee or student of the College as a result of that person's seeking redress under these procedures is prohibited and shall be regarded as a separate and distinct cause for complaint under these procedures.

## **11.5 DISCRIMINATION**

It is the policy of Union College that all our employees should be able to enjoy a work environment free of discrimination, harassment, or violence and shall have equal opportunity in the education, employment, and services of the College. This policy refers to, but is not limited to discrimination in the following areas: race, gender, age, color, religion, creed, ethnicity, national origin, ancestry, marital status, sexual orientation, disability/handicap, veteran status, or any other status protected under applicable federal, state, and local laws. Respect for the dignity and worth of others should be the guiding principle for our relations with each other. This discrimination policy also applies to all electronic communications.

### **1. Purpose**

Discrimination of any kind is not acceptable at Union College. Discrimination is inconsistent with the College's commitment to excellence and respect for all individuals. Union College is also committed to the free and vigorous discussion of ideas and issues, which the College believes will be protected by this policy. This policy is intended to complement Union College's Equal Opportunity Policy.

### **2. Scope**

This Discrimination Policy applies to all persons who are enrolled or employed at Union College while they are on College property or are participating in a College-sponsored activity off-campus. The Procedures for Resolution of Claims of Discrimination, described below, apply to situations in which both complainant and respondent are enrolled or employed at Union College.

Situations that involve others, including applicants for admission or employment who believe they have been discriminated against, employees of Union College and employees of Union College who believe they have been discriminated against by contractors or vendors serving the College, will be resolved through procedures for dealing with claims of discrimination. Persons who believe they have experienced these situations should contact the Director of Affirmative Action.

## 11.6 PROCEDURES FOR DEALING WITH CLAIMS OF DISCRIMINATION

Grievance procedures are established to bring prompt attention to instances of alleged employment discrimination based upon gender, race, color, national origin, religious belief, disability, age or sexual orientation, in areas including but not limited to wage/salary, promotion, transfer, or job assignment. Union College hopes that accessibility and fairness inherent in these procedures will encourage all employees to use each step outlined below prior to instituting any proceeding regarding the subject matter of the grievance in any State or Federal court or agency. If prior to or subsequent to commencing a complaint under the College's grievance procedure a complainant files a claim regarding the subject matter of the complaint with a state or federal court or agency, the College reserves the right to discontinue the grievance proceedings.

The grievance procedure is provided for the internal resolution of differences and is not a legal forum. Those wishing to use legal counsel in the search for redress should do so within a judicial system.

Pursuit of the college's grievance procedure shall not be construed as the waiver of any right which would be provided to you under the jurisdiction of outside agencies, including courts of law. However, the filing of a grievance does not postpone any deadlines for filing of complaints with outside agencies.

(Note: Claims of alleged sexual harassment and harassment are handled in accordance with the College's Sexual Harassment and Harassment policy.)

### 1. **Grievance Procedure**

Normally, the informal grievance procedures will work through the following steps.

#### a. **Step 1:**

The employee should talk the matter over with their immediate supervisor within approximately three working days of the occurrence of the problem and the immediate supervisor will provide an answer within approximately five working days of the initial meeting. This is the first of three possible steps. The employee should be prepared to discuss questions and problems. The immediate supervisor wants to understand and aid in solving problems that arise at work. Generally the employee and supervisor will be able to resolve the problem. Should the claim of discrimination involve the supervisor then the employee may choose to proceed directly to Step 2.

#### b. **Step 2:**

If the employee does not feel that an answer was received from the immediate supervisor within the time allowed in Step 1, or if the employee does not feel that the answer is satisfactory, then the matter shall be reduced to writing, signed by the employee and presented to the employee's Responsibility Center Head within approximately five working days of the answer in Step 1. The Responsibility Center Head will meet with the employee to discuss the grievance at a mutually agreeable time but no later than ten working days from his/her receipt of the statement. The Responsibility Center Head will give the employee an answer in writing within approximately ten working days of the meeting.

c. **Step 3:**

If the grievance still remains unresolved, the written statement should be given to the Director of Affirmative Action within five (5) working days of the employee receiving a Step 2 response. The Director of Affirmative Action will meet with the employee, at a mutually agreeable time but no later than 10 working days from the Director of Affirmative Actions receipt of the statement, to discuss the complaint and attempt to resolve the complaint to the employee's satisfaction. The Director of Affirmative Action will provide an answer in writing within approximately ten working days of the meeting.

If an employee does not wish to discuss a complaint or grievance directly with their immediate supervisor or responsibility center head, the employee may skip steps 1 and 2 of the procedure. The employee should send their grievance in writing to the Director of Affirmative Action within five (5) days of the occurrence of the problem.

If the grievance remains unresolved after discussing it with the Director of Affirmative Action, in Step 3 of the procedure, then within five (5) working days of the answer from the Director of Affirmative Action, the employee may request a meeting by letter with the Director of Human Resources. The letter will be treated in absolute confidence and your complaint will be carefully reviewed. At the discretion of the Director of Human Resources, a meeting may be scheduled as soon as mutually agreeable but in no event beyond 10 working days from the date the Director of Human Resources receives your request. The Director of Human Resources may also elect to not meet with you and uphold the written answer of the Director of Affirmative Action. In either instance, the employee will be given an answer in writing no later than 10 working days after the date of the meeting or request. The Director of Human Resources' answer shall be considered as final and not subject to further internal appeal.

2. **General Information**

Any complaint not appealed to the next step within approximately five (5) working days of the employer's answer in the previous step shall be considered as settled on the basis of such an answer and not subject to further appeal because problems should be resolved and not allowed to continue.

There shall be no discriminatory action, retaliation, or recrimination against any employee because he/she presents a complaint or problem. An employee can always meet with someone in management about any problems they are having. An employee should first meet with their immediate supervisor as indicated in Step 1 and then proceed through the steps of the procedure if necessary. If these steps are followed then no one may criticize your presentation of a complaint or discriminate against you in any way, and you should report any attempt of such treatment to the Director of Affirmative Action or Director of Human Resources.

The grievance procedure is provided for the internal resolution of differences and is not a legal forum. Employees who wish to use legal counsel may do so within the judicial system. Use of the dispute resolution process shall not be construed as the waiver of any right that would be provided to an employee under the jurisdiction of outside agencies,



including courts of law. The filing of a complaint or the use of this process does not postpone any deadlines for filing of complaints with outside agencies. The College reserves the right to discontinue the complaint resolution process should an employee commence a similar complaint with a state or federal court or agency.

## **XII. TERMINATION**

### **12.1 VOLUNTARY AND INVOLUNTARY TERMINATION**

Employees who voluntarily terminate employment are expected to provide at least two weeks written notice to their supervisor and/or Human Resources. Failure to provide at least a two-week notice will forfeit the receipt of accrued vacation time. Employees who are involuntarily terminated, will receive sufficient notice and will be entitled to accrued vacation time. If it is determined that an employee can no longer perform the essential functions of his or her position with or without a reasonable accommodation, at any time but no later than a continuous 26 week period (six (6) months), due to personal illness, injury or disability, the College will initiate a termination. The College will consider such employees for other vacant positions, provided they can perform the duties and responsibilities of such other positions.

The final paycheck will include the earned/accrued unused vacation, if due notice has been given, and will be distributed per normal distribution procedures unless other arrangements are made. Employees will have the opportunity to continue health benefits for up to 18 months after termination, except for gross misconduct, per COBRA regulation.

An employee's date of termination is the last day worked. Pay for accumulated unused vacation leave does not extend the employee's length of employment with the College.

### **12.2 RETIREMENT**

Administrators that retire from employment and who have completed 15 years of service after attaining age 40, will be considered retirees of Union College and the retiree and enrolled spouse are eligible to participate in the Union College Retiree Health Insurance Program plus receive continued access to various events and facilities. The earliest age an employee can be an official retiree is age 55. The College currently contributes toward the cost of retirees' medical insurance premiums. For retirees, medical, dental and/or vision coverage ceases on the last day of the month for which a premium is paid or immediately when an insurance program ends. If a retiree elects to discontinue insurance coverage (medical, dental or vision) or remove covered dependents, at any point, they will not be eligible to re-enroll for coverage or re-add covered dependents at a later date. Retirees will also not be allowed to add spousal or dependent coverage if they did not have this level of coverage at the time of their retirement.

Employees may choose their own retirement date. An employee's retirement date is the last day worked. Pay for accumulated unused vacation leave does not extend the employee's length of employment with the College. If you retire with due notice (providing written notification to your Supervisor at least two (2) weeks prior to your last scheduled day of work), your final paycheck will include pay for the earned/accrued unused portion of your annual vacation hour allotment.

The retirement plan provides varied options for retirement payments, including early retirement. If you are considering retirement, contact Human Resources and provide a minimum of three (3) month's written notice to your department, so that all of the appropriate forms may be processed. In addition to the College's retirement plan most employees will be eligible for Social Security. TIAA-CREF, FIDELITY, and Human Resources are available to discuss retirement issues.

Union reserves the right to amend or terminate any of the plans or to change contribution levels toward benefits at its discretion and for whatever reasons it considers appropriate. The Reservation of Rights provision pertains to all current, former and retired employees and applies to the retirement plan, the tuition remission plan, and all insurance plans including life, disability, medical,

dental and vision insurance. No oral statement made by a representative of Union College may contradict this Reservation of Rights provision.

### **12.3 JOB ELIMINATION**

Should a reduction in the College workforce occur due to lack of work, department reorganization, or budgetary cutbacks, the College reserves the right to terminate employment and will provide affected employees with 60 days notice, or severance pay for 60 days. Employees may continue health benefits for up to 18 months per COBRA regulation and will be paid for accrued vacation. An employee re-employed within 12 months of termination will retain his or her original employment date. The College will assist employees in locating other College jobs but cannot guarantee that a suitable position will be available.

Notwithstanding anything to the contrary, herein, an employee whose position is eliminated and who is rehired by an educational corporation under the control of Union College shall not be entitled to the benefits provided hereunder.

### **12.4 EXIT INTERVIEWS**

When an employee gives notice of resignation, he or she will be requested to complete an exit interview questionnaire and request an exit interview meeting with the Director of Human Resources. During this meeting the employee is provided an opportunity to discuss such issues as benefits continuation, repayment of outstanding debts to the College, the return of College property, and employment-related concerns, comments, or suggestions.

### **12.5 BEFORE YOU LEAVE**

Terminating employees are required to return keys, ID card, uniforms, and all other College property in their possession. Terminating employees must also arrange payment of outstanding bills (Bookstore, Dining Services, computer loans, parking, etc.) prior to their last day of work. Retirees are allowed to keep their ID card but must comply with all other arrangements indicated.

### **12.6 UNEMPLOYMENT INSURANCE**

Employees who voluntarily or involuntarily terminate employment are eligible to apply for unemployment insurance. Eligibility for Unemployment insurance is determined on a case-by-case basis by the New York State Division of Labor. Employees of an educational institution with reasonable assurance of rehire for the next term are generally not eligible for unemployment insurance.

### **12.7 CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA)**

#### **Continuation Of Group Health Benefits**

Employees and/or their dependents covered under the College health plan may be eligible for the continuation of benefits at the time their employment ends. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) provides that employees who lose group benefits coverage due to a “qualifying event” other than termination for “gross misconduct” are eligible to continue the benefits at their own cost.

Some examples of “qualifying events” that result in loss of coverage include:

- termination for any reason other than gross misconduct,

- a reduction in hours so that employee is no longer eligible for coverage under the plan,
- death of the employee,
- divorce or legal separation from the employee's spouse,
- entitlement of the employee for Medicare benefits, and
- dependent child's attaining maximum age for coverage.

Under COBRA, the employer must advise all eligible employees and their beneficiaries of their right to continue health care benefits that would otherwise be lost. The law requires that the employee be afforded the opportunity to maintain continuation coverage for at least 18 months if the loss of group health coverage was because of a termination of employment or reduction in hours, and at least 36 months for all other reasons listed above. The level of benefits offered must be the same as what other employees receive under the plan. The former employees or their beneficiaries pay the entire premium for continued coverage.

Under the law, the employee or a family member has the responsibility to inform Human Resources in writing of a divorce, legal separation, or a child losing dependent status under the plan. In the event of the employee's death, termination of employment or reduction in hours, or Medicare eligibility, the College has the responsibility to notify the employee and covered dependents of the right to choose continuation coverage. Under the law, employees have at least 60 days from the date of loss of coverage to inform the College that they want continuation coverage. The College will provide information on COBRA coverage to terminating employees.

### **XIII: COLLEGE FACILITIES AND SERVICES**

#### **13.1 LIBRARY**

Union College has had a book collection since its founding in 1795. The first volume of the Trustees' Minutes, dated in that year, lists the titles purchased from three different dealers. In fact, the volumes remaining from the original purchase, known as the First Purchase Collection, which had been scattered throughout the stacks, have now been brought together as an archival collection.

The Library has had several physical locations on the campus. In 1961 the present building, Schaffer Library, was opened for use; an addition was constructed in 1974. Volumes number about 496,000, and current serial and periodical titles number about 2,000. Our goals are to shape our services and functions to accord with the educational mission of the College.

All employees of the College and their families may avail themselves of the facilities of the Schaffer Library. A College ID is required to check materials out. For more information about Schaffer Library including Circulation, Reference Services, Acquisition Requests, Interlibrary Loan/Document Delivery, Automated Systems, or Collections visit the Library or the library website ([www.union.edu/PUBLIC/LIBRARY](http://www.union.edu/PUBLIC/LIBRARY)).

#### **13.2 RECREATIONAL AND ATHLETIC FACILITIES**

All recreational and athletic facilities of the College are available for employee use. Regulations concerning the use and the schedules of availability can be obtained from the Intercollegiate Athletic Department, located at the Alumni Gymnasium.

#### **13.3 BOOKSTORE**

All employees of the College may purchase books, supplies, clothing, gift items, or place special orders from the Bookstore either online or at the Reamer Campus Center. Credit Cards are accepted or you may open an employee charge account. Items totaling \$2.50 or more at any one time may be charged. Accounts are payable within 30 days of the billing date. A finance charge of 1 ½% per month is levied on balances outstanding after 30 days (minimum charge of \$1.00 if balance is under \$65.00). Credit ceiling is \$500.00 per academic year for full-time faculty, administrators and staff employed by Union College. The privilege of charging will be suspended at the discretion of Union College for any account containing charges which have not been paid within 45 days of the original billing and may be withdrawn permanently where circumstances warrant such action.

The Bookstore is prepared to offer the following services to the College community:

- Special orders (deposit required).
- Twenty-four hour film processing.
- Magazine subscriptions.
- Educational computer discounts.
- Gift certificates.
- Shop by telephone (388-6188) Monday through Friday, 9:00 a.m. to 4:00 p.m.
- Gift wrapping of items purchased at the College Bookstore (\$1.00 - \$3.50 per package).

### **13.4 COMPUTER SALES AND SERVICE**

Employees are eligible to purchase computers and software from the Bookstore at substantial educational discounts. Technical service and support for employee-owned items is also available. The College Bookstore offers the more robust professional and business models, as opposed to consumer models. These premium computer lines from Apple Computer, Compaq, Gateway, and Toshiba are designed for the more demanding computing environment found in higher education— they are fully network-certified and typically manufactured to higher-quality standards than their consumer counterparts. Our personal computer prices range from competitive to discounted, based on educational purchase agreements established by Union College with these manufacturers. Custom configuration is available.

The College Bookstore complements our full line of desktop and laptop computers with printers and scanners from Hewlett-Packard and Epson, as well as a full line of peripherals, accessories, and consumables at prices competitive with or below the big box computer retailers. Faculty and staff are thus afforded the convenience of obtaining information technology conveniently on-campus at discounted prices.

For more information stop by the College Bookstore or visit the College Bookstore web site at ([www.union.edu/CampusLife/Services/Bookstore/Computers.html](http://www.union.edu/CampusLife/Services/Bookstore/Computers.html))

### **13.5 COLLEGE EVENTS**

Employees are generally admitted free or at reduced rates to events held on campus. Event announcements are made on a regular basis. Your College ID card is necessary to secure tickets or admission to most events.

### **13.6 CHECK CASHING**

The Cashier's Office provides check-cashing services. There is a \$.25 fee, and a \$250 check limit. Employees may cash Union College payroll checks up to \$250. Third Party checks cannot be cashed. The Cashier's Office closes one hour earlier than the official business hours of the College.

### **13.7 CREDIT UNION**

College employees and their families are eligible to become members and receive the services of the First New York Federal Credit Union and Capital Communications Federal Credit Union. Services available include free checking, savings accounts, VISA card, insurance, loan programs, and direct deposit of paychecks.

### **13.8 NOTARY SERVICES**

On-campus notary services are available without charge to employees. Check the College Directory for names and location of notaries.

### **13.9 MAIL SERVICES**

Mail Services, located on the first floor of the Reamer Campus Center, offers employees the convenience of routine on-campus postal services including purchasing stamps and sending mail. Use of the campus address for incoming personal mail or packages is intended for temporary or transitional use only.

### **13.10 COLLEGE DINING**

The College provides employees a variety of dining and snack options on campus including breakfast, lunch, and dinner. Meals and snacks are available in the Reamer Campus Center at Dutch Hollow (1<sup>st</sup> floor), Upperclass (2<sup>nd</sup> floor), Convenience Store (1<sup>st</sup> floor), West Dining, the Rathskellar (basement, Old Chapel), and at the roving “FRED” mobile food cart. Employee ID cards can be used as a charge card in the Dining Halls and soda/vending machines on Campus, once the employee opens an account with Dining Services, Room 202, Reamer Campus Center. Employees may also purchase a discounted employee meal plan.

Arrangements can be made for special luncheons or dinners in the College dining halls and other facilities through the Catering Manager at 388-6050. Small parties, receptions, and other events can be catered, upon request, anywhere on campus.

### **13.11 DONATIONS TO UNION COLLEGE**

Union College is a tax-exempt, private, not-for-profit organization. Tax-deductible donations to the College may be designated for specific programs, activities, or scholarships based on the donor’s wishes. Information is available from College Relations.

### **13.12 UNITED WAY**

The College participates in the United Way fund-raising campaign and employees are encouraged to contribute. Payroll deductions may be used to make United Way contributions, and individual contributions can be designated to go to a particular charitable or non-profit organization.

### **13.13 COLLEGE COMMUNICATIONS**

Official College relations with the local and national press are handled by and through the Office of Communications. Information about College functions, whether sponsored by the College or by organizations within the College (including official student organizations), should be sent to the Office of Communications, which will arrange and coordinate appropriate publicity. It is the policy of the College to release all information through this single channel to minimize the chances of duplicate, confusing, or contradictory stories.

Please notify the Office of Communications a month in advance, if possible, of events open to the public and/or the College community. Appropriate information to send includes the title of the event, the speaker or performer, the subject, the time and place, the sponsoring organization, the cost of admission, and a phone number for further details. Biographical information and a black-and-white photograph are helpful. Copies of news releases are sent to Concordiensis and WRUC, but direct contact between the event’s sponsor and the student newspaper and radio station can increase on-campus publicity.

The Chronicle is published by the Office of Communications every other week throughout the three terms. Items for the Chronicle should be submitted by 1 p.m. on Monday of the week of publication.

The Office of Communications is responsible for editing, designing, and producing the College’s official publications and the electronic world wide web pages. The office provides publication assistance that includes rewriting, copy editing, and print production coordination; it also offers consultation on project planning, budgeting, photography, scheduling, design, and desktop publishing.

Proposals for additions to the roster of College publications should be submitted in time for review and inclusion in the next year's printing budget. In general, this means proposals should be submitted by November of the academic year preceding the year in which publication is sought.

### **13.14 OFFSET PRINTING SERVICES**

When a project is ready for printing, it should be sent to the Manager of Mail and Printing Services who will obtain the necessary estimates - based on specifications received - within two days. Because off campus printers are often utilized, please allow adequate time for production. Mail & Printing Services will also handle arrangements for campus mailings.

### **13.15 PHOTOCOPY SERVICE**

Photocopying machines are located in Feigenbaum Hall (for administrative use), in the Copy Center located in the College Center, and the Library. Charges are made against departmental budgets when the service is used. (Cash copying for personal use is available in the Library and the Copy Center.)

The Copy Center also offers a FAX machine, laser printing and color laser printing for either departmental use or cash.

#### **Policy on Use of Duplicating Machines**

Use of offset press and photocopying machines located in departmental offices are subject to the following restrictions:

- The work of the office where the machine is located has priority.
- No duplicating on behalf of a political candidate or party is permitted.
- No use is permitted for commercial purposes other than that of promoting approved college events.
- No time of secretaries or clerks may be requested except as approved by the person to whom the secretary or clerk reports.
- Users are responsible for observance of copyright law.

### **13.16 STUDENT EMPLOYMENT**

The Financial Aid Office coordinates the employment of students in part-time jobs within the College during the academic year. Students who work as part of their financial aid package are given priority as jobs become available. Student Supervisors should contact the Financial Aid Office to review applications on file. Student Payroll Forms must be completed and signed by Department Heads for each student hired. For more detailed information contact the Financial Aid Office.



## **XIV: MISCELLANEOUS**

### **14.1 SUPERVISOR AS FIRST RESOURCE ON POLICY AND PROCEDURE QUESTIONS**

Many Union College policies, procedures, and benefits have been indicated only briefly in this Administrator's Manual. Human Resources encourages you to make your Supervisor your first resource for any questions or concerns you may have related to your job duties, work assignments, job performance, policies, or practices. If you have any questions or want more information, Human Resources is available to help.

### **14.2 HUMAN RESOURCES WEBSITE**

The Human Resources website, located at <http://www.union.edu/HR/>, is easily navigable and a helpful resource for employment-related information. The following is a list of information included on the Human Resources website:

- General Contact Information
- Directions to Human Resources
- Current News
- Employment Opportunities
- Policies and Procedures
- Benefits
- Compensation
- Affirmative Action
- Training Opportunities
- Workers' Compensation
- Insurance and Risk Management
- Travel Services and Information
- Corporate Credit Card
- Student Health Insurance
- Visas, I-9's and the Office of Homeland Security

If you have any questions regarding the Human Resources website, please contact Human Resources.

### **14.3 COMMITTEES, COUNCILS AND GROUPS**

Opportunities to participate in the general administration of Union College exist on a variety of levels. Administrators may volunteer or be asked to participate in various committees, councils, and groups. Examples of these committees, councils or groups include: Planning and Priorities Group, Student Affairs Council, Liaison Committee for Admissions, Liaison Committee for Athletics, Liaison Committee for Campus Facilities and the Benefits Committee.

1. Planning and Priorities Group: The Planning and Priorities Group shall review and recommend to the President policies concerning long-range planning, the establishment of College priorities, and the preparation of annual budgets. In so doing, the Group shall be concerned with the use of current or proposed facilities, with the financial implications of proposed or anticipated institutional changes, and with all academic and non-academic issues of long-range importance. Through a Budget Working Group, Facilities Group and Long Range Planning Group it shall have the specific responsibility of evaluating the extent to which the annual budget of the College enables established priorities.
2. Student Affairs Council: The Student Affairs Council shall continuously review policy and formulate and recommend plans for the following: Student Housing, Dining Services, Student Center, Health Services, Counseling Services, and Career Counseling and Placement. This Council shall formulate and review policy concerning student conduct, including criteria for acceptable social behavior and

procedures to be followed by the Sub-council on Student Conduct. This Council shall assume overall responsibility for College policy affecting the fraternities and sororities. This Council shall have responsibilities for advising the Student Forum (or its equivalent) and the Dean of Students on matters of student activities which have a significant impact on student life. The Student Forum is to have authority for all student activities (i.e., all activities organized primarily by students, where the decision-making is by students and where the main participants are students), including the allocation of all Student Tax Monies. The Dean of Students shall be responsible for ensuring that other College interests are taken into account in the development of student programs and services.

3. Liaison Committee for Admissions: The Admissions Committee is responsible for recommending general admissions policy to the President and, through him, to the Board of Trustees, and for advising the Dean of Admissions on all matters of concern to students and faculty about admissions. In addition, the Dean of Admissions may bring to the Committee any matter for consultation and opinion.
4. Liaison Committee for Athletics: The Liaison Committee on Athletics shall advise the Director of Athletics on all matters of concern to the athletic program. These shall include -- but not be limited to -- intercollegiate athletic programs, club sports, intramural and recreational programs, women's programs, and instruction in athletic skills and sports. The Liaison Committee shall participate in discussions of general policy, in a review of program needs, in the analysis of budgetary priorities, and in bringing to the attention of the Director of Athletics the concerns of members of the faculty and student body.

Although the Liaison Committee is advisory to the Director of Athletics, it shall be understood that the Director is expected to consult with the Committee on a regular basis and to consider carefully its advice.

5. Liaison Committee for Campus Facilities: The Liaison Committee for Campus Facilities shall advise the Vice President for Finance on all matters of the physical state of the campus and on plans for improvements. The Committee shall be consulted regularly at every stage of the planning and construction of new facilities and on other improvements to be undertaken on the campus.

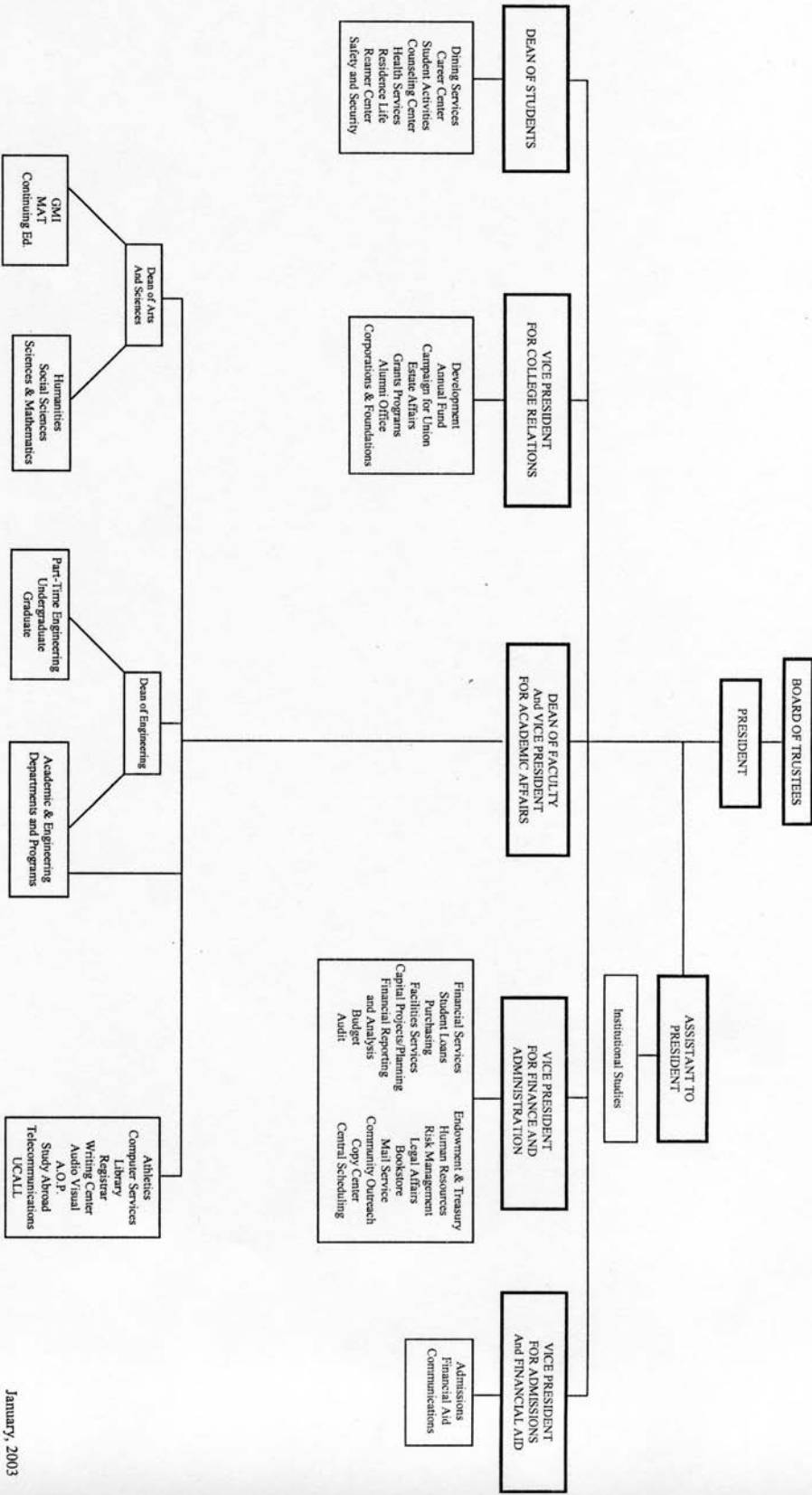
The Liaison Committee for Campus Facilities shall advise the Vice President for Finance in the preparation and annual revision of a working plan for facilities development, which shall prioritize capital improvement projects on the campus. The Administration shall make available to the Committee the budgetary information it needs to make informed judgments in the development of the plan. The working plan for facilities development should be the basis for the annual physical plant capital budget requests by the Vice President for Finance.

6. Benefits Committee: The Benefits Committee is responsible for recommending general benefits policy to the President and the Planning and Priorities Group.

## **14.4 UNION COLLEGE ORGANIZATIONAL CHART**

— See next page.

UNION COLLEGE  
ORGANIZATION CHART



January, 2003

## INDEX

457(b) Deferred Compensation Plan .....	47
Accidents (Accident Reporting) .....	37
Additional Administrative Responsibilities .....	25
Adoption Leave .....	60
Apartment Rental Assistance .....	47
Assignment of Wages and Wage Garnishments .....	39
Athletic Facilities .....	86
Background Checks .....	13
Before You Leave .....	84
Benefit Eligibility.....	42
Benefit Information.....	42
Benefits, Reservation of Rights .....	42
Bereavement Leave.....	64
Blood-Bourne Pathogens .....	38
Bookstore .....	86
Breaks .....	16
Broken Eyeglasses and Damaged Clothing .....	19
Business Travel Accident Insurance .....	52
Campus Parking .....	21
Campus Visitors (Friends, Family and Others) .....	18
Check Cashing .....	87
Closings.....	67
College Park Home Loan Assistance Program .....	54
Committees, Councils, and Groups .....	90
Communications .....	88
Community Service .....	20
Compensation Statement .....	41
Computer Loans.....	54
Computer Sales and Services.....	87
Confidentiality/Privacy .....	17
Conflict of Interest .....	23
Consensual Relations .....	22
Consolidated Omnibus Budget Reconciliation Act (COBRA).....	84
Continuation of Group Health Benefits (COBRA).....	53
Credit Union.....	87
Date of Hire and Length of Service .....	15
Declination of Salary or Stipend.....	34
Definition of Administrative and Professional Employees .....	5
Demotion.....	15
Dental Insurance .....	44
Dependent Life Insurance .....	46
Dependent Care Spending Account .....	45
Dependent Children of Domestic Partners .....	43

Dining .....	88
Direct Deposit of Pay.....	39
Disability Reasonable Accommodation (Americans With Disabilities Act (ADA), Section 504 of Rehabilitation Act, New York Human Rights Law (NYHRL)).....	8
Disclaimers of Contractual Obligations .....	5
Discounts.....	54
Discrimination.....	80
Docking of Pay .....	40
Domestic Partner Policies.....	43
Donations to Union College.....	88
Drug-Free Workplace Act.....	9
Duplicating Machines, Policy on Use.....	89
Email and Internet Utilization.....	19
Emergencies.....	38
Emergency Employee Information.....	38
Employee Assistance Program (EAP) .....	44
Employee Background Checks.....	13
Employee Training Scholarship Program.....	51
Employment at Will.....	69
Employment of Former Employees .....	13
Employment of Immediate Family, Household Members, or Relatives .....	13
Employment Status/Classification.....	15
Equal Employment Opportunity .....	7
Equipment and Personal Property.....	18
Events.....	87
Exit Interviews .....	84
Fair Labor Standards Act (FLSA).....	11
Family and Medical Leave Act Leave (FMLA) .....	60
Fire Prevention .....	38
Flexible Benefits Program .....	42
Flexible Spending Account.....	45
Flexible Work Options and Flex Time .....	16
Governance and Administrative Structure.....	1
Guidelines for Appropriate Conduct.....	69
Hazard Communication .....	38
Health Insurance Portability and Accountability Act (HIPAA).....	11
History of Union College.....	1
Holidays .....	56
Home Loan Assistance Program, College Park.....	54
Hotel Discount Program .....	54
Hours of Work .....	16
Human Resources Website .....	90
Identification Cards.....	16
Indemnification of Employees.....	24
Intellectual Property.....	25
Job Descriptions and Position Classification.....	41

Job Elimination .....	84
Job Posting/Recruitment .....	13
Jury Duty Leave and Court Appearance Leave .....	67
Keys .....	16
Liability Insurance .....	34
Library.....	86
Life Insurance and Accidental Death & Dismemberment Insurance .....	45
Long Term Care Insurance .....	47
Long Term Disability Insurance .....	45
Lost Paychecks.....	40
Mail Services .....	87
Meals, Rest Periods and Breaks.....	16
Mediation .....	72
Medical, Dental, & Vision Insurance .....	44
Military Leave.....	65
Moving Expenses.....	47
New Employees .....	14
Non-Smoking Policy.....	18
Notary Services.....	87
Occupational Safety and Health Act (OSHA) .....	36
Offset Printing Services .....	89
Outside Work (Paid Consulting etc.).....	25
Pay Advances (Emergency and Vacation).....	40
Pay Period and Payroll Office.....	39
Paychecks & Direct Deposit.....	39
Payroll Deductions.....	39
Performance Evaluation.....	70
Personal Appearance.....	70
Personal Business Absence.....	58
Personal Extended Leave of Absence.....	64
Personal Insurance (Auto, Home, Renters & Other) .....	46
Personnel Files .....	17
Photocopy Service .....	89
Plot in Vale Cemetery.....	55
Policy for Investigating Scientific Misconduct.....	29
Policy Regarding Collective Bargaining .....	5
Prescription Program (Mail-In and Pharmacy Direct).....	44
Problem Resolution Process .....	71
Procedures for Dealing With Claims of Discrimination.....	80
Procedures for Dealing with Claims of Harassment.....	75
Promotion.....	15
Protective Equipment .....	38
Punctuality and Attendance .....	69
Purchasing Procedure.....	32
Reclassification, Promotion, Transfer, and Temporary Assignments .....	15
Recognition Programs.....	53

Recreational and Athletic Facilities .....	86
Regulations Governing Campus Conduct.....	1
Reimbursement of Travel and Related Expenses .....	31
Removal of College or Student Property For Personal Use .....	18
Reporting Fraud, Defalcation or Illegal Activity by Employees .....	12
Reservation of Rights.....	42
Rest Period.....	16
Retirement Plan and Supplemental Retirement Accounts .....	46
Retirement.....	83
Retreat to Faculty Position/Administrative Separation.....	35
Safety and Security (Campus Crime Awareness Act) .....	36
Salary Adjustments (Merit, Cost of Living and Equity).....	41
Second Mortgage Program .....	55
Sexual Harassment and Harassment .....	72
Short Term Leave of Absence Without Pay .....	63
Sick Leave, Family Illness, and Short Term Disability .....	59
Solicitation and Distribution.....	20
Statutory Benefits Programs (Unemployment, Social Security/Medicare, ERISA, COBRA, NYS Disability, Workers Compensation).....	52
Student Employment.....	89
Supervisor as First Resource on Policy and Procedure Questions .....	90
Survivor's Benefits .....	52
Telephone Use .....	19
Temporary Lay-Offs During Breaks (Less Than 12-Month Work Schedules) .....	68
Title IX.....	9
Transfer.....	15
Travel .....	30
Tuition Remission and Scholarships.....	47
U.S. Savings Bonds.....	40
Unemployment Insurance .....	84
Union College History .....	1
Union College Organizational Chart .....	93
United Way .....	88
Use of College Facilities .....	35
Use of Union College Name or Logo .....	24
Vacation .....	56
Vehicle Safety, Usage and Damage.....	37
Vehicle Use.....	33
Voluntary and Involuntary Termination .....	83
Weapons on Campus.....	22
Weather Related Closings and Essential Services .....	67
Welcome to Union College.....	1
Wellness Benefits.....	44
Who to Contact for More Information.....	6
Winter Recess .....	56
Work in Excess of Normal Workweek, On Call and Call Back.....	16



Workers' Compensation .....	60
Workplace Violence.....	37
Your Role as an Administrator .....	6