

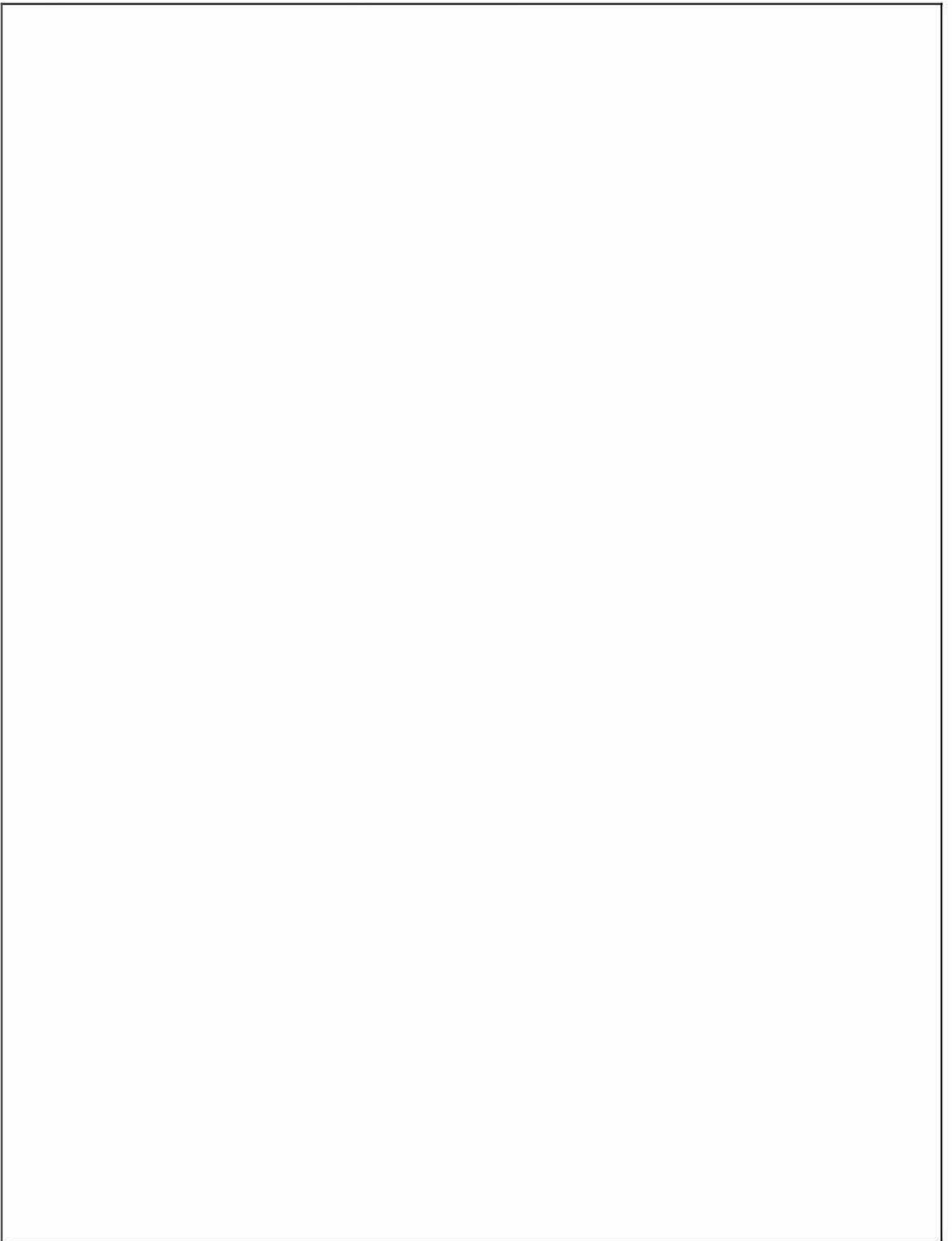
Packet B - Policies



2022 NEW HIRE REQUIRED POLICIES

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

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



Outline of Packet Contents

1. Retirement Plan Universal Availability Notice, p. 1-3
 - Annually and at time-of-hire, Union is required to provide all employees with a statement notifying them of their eligibility to participate in the Union College retirement plan. Employees may even participate, by making voluntary contributions, prior to becoming eligible for Union's generous 11% contribution.
2. Retirement Plan Summary Plan Description (SPD), p. 4-24
 - This document provides a brief description of important provisions of the Union College Retirement Plan.
3. Retirement Plan Summary of Material Modifications (SMM), p. 25-53
 - This document provides a summary of changes to the Union College Retirement Plan since 2009.
4. Retirement Plan 404(c) Notice, p. 54-56
 - This document notifies participants who is liable for any losses resulting from retirement fund selections.
5. Understanding the Health Insurance Marketplace, p. 57
 - Distribution of this policy statement is a requirement of the Health Care Reform Act (HCRA). The HCRA has brought about many changes to the way employers provide health insurance to its employees. This brief policy statement is intended to provide you with some basic information regarding the Health Insurance Marketplace (Exchanges). Please note that because Union College offers creditable coverage, you would not be eligible for a tax credit through the marketplace but you still may be eligible for a premium discount.
6. Information About Health Coverage Offered by Your Employer, p. 58
 - Should you decide to shop for coverage on the Marketplace, you will need the information on this document for the HealthCare.gov website. Union College has a very comprehensive and reasonably priced benefit plan that is intended to meet the needs of the Union College community.
7. Policy on Acceptable Use of Information Technology Resources, p. 59-62
 - The Information Technology Services (ITS) department requires that all employees read and agree to the stated operating conditions prior to being issued a computer account.
8. Health, Safety, and Loss Control Practice Statement, p. 63-64
 - Union takes seriously its responsibility for providing a reasonably safe and healthful work environment. This policy was issued to both summarize and raise awareness regarding Union's efforts in this regard.

UNIVERSAL AVAILABILITY NOTICE
UNION COLLEGE RETIREMENT PLAN

This notice provides important information about your rights to defer compensation in Union College Retirement Plan (the "Plan").

The Plan Administrator is: Union College
Address: 807 Union Street, Schenectady, New York 12308
Phone number: 518-388-6108
Fax number: 518-388-6529

Am I eligible to make elective deferrals?

You are eligible to make elective deferrals if you are employed by Union College or any affiliate who has adopted the Plan unless:

- you are a student performing services for Union College and where you are pursuing a course of study with Union College

You can start making elective deferrals immediately upon your hire date.

What are elective deferrals?

Elective deferrals are contributions you may make out of your compensation to the Plan. You may contribute to the Plan on a pre-tax or after-tax basis.

Pre-Tax contributions are made to the Plan out of your compensation before taxes. Your contributions are only taxed as compensation once you receive a distribution from the Plan.

After-tax elective deferrals are known as Roth contributions. Roth contribution are made by you on an after-tax basis, but if certain requirements are met, a "qualified distribution" from your Roth contributions will not be taxed when you take them out of the Plan (see the Summary Plan Description for more information). There are no income limitations on who may make a Roth Contribution.

Roth Contributions are made in the same manner as pre-tax elective deferrals. You must designate how much you would like to contribute on a pre-tax basis (normal 403(b) contribution) and how much you would like to contribute as an after-tax Roth Contribution. You are not required to make any Roth Contributions. You may designate all of your elective deferrals as pre-tax contributions.

The sum of your Roth contributions and pre-tax elective deferrals may not exceed the annual limit on regular 403(b) contributions.

Please note that Roth Contributions are not suitable for everyone. Please consult with your tax advisor before making any Roth Contributions to the Plan.

What are the limits on elective deferrals?

Federal law limits the amount you may elect to defer under this Plan and any other retirement plan permitting elective deferrals (including both other 403(b) and 401(k) plans). You are limited to contributing \$19,500 (for 2020) during any calendar year. Your Plan may further limit the amount of your elective deferral. Please see your Summary Plan Description for further information.

If you are age 50 or over, you may defer an additional amount, called a "catch-up contribution", of up to \$6,500 (for 2020).

In addition, if you have fifteen years of service (disregarding any period during which you are not an Employee of an eligible employer) you may be entitled to make a special Code section 403(b) catch-up contribution (a maximum of \$3,000). Contact the plan administrator for more information about this special catch-up contribution.

The total amount that may be contributed to the Plan on your behalf in any year may not exceed the lesser of 100% of your compensation or \$57,000 (for 2020).

How do I make or change my deferral election?

You may make or change your deferral election by written or electronic election

Once I make a deferral election, how often can I change, stop, or re-start the election?

You may change or re-start your deferral election once each pay period. You may stop your deferrals at any time.

The plan administrator may establish additional rules you will need to follow when making your deferral election. Your deferral election is only effective for compensation you have not received yet. The plan administrator may also reduce or totally suspend your election if they determine that your election may cause the Plan to fail to satisfy any of the requirements of the Internal Revenue Code.

Can I direct how my elective deferrals will be invested?

Yes, you can direct how your elective deferrals will be invested from among the different investments offered under the Plan.

You may make or change your investment elections by: written or electronic election

Subject to any additional restrictions placed on investment timing by the actual investment, you may change your investment elections daily.

If you do not make an investment election your account balances will be placed in investments selected by the plan administrator.



RE: Retirement Plan Savings - Start Saving Today

Dear Union College Employee:

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

It doesn’t take much to get started.

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

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

	Starting Age	Ending Age	Total Contributed	Years Contributed	Potential value age 67*
Tina	25	35*	\$ 12,000	10	\$161,525
Tom	35	67	\$ 38,400	32	\$142,841

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

For more information please inquire with Human Resources, ext. 6108.

UNION COLLEGE RETIREMENT PLAN

SUMMARY PLAN DESCRIPTION

2020

UNION COLLEGE RETIREMENT PLAN

SUMMARY PLAN DESCRIPTION

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INTRODUCTION

Your Employer, Union College (the Employer), has established this 403(b) retirement plan, Union College Retirement Plan (the Plan) to assist you and other Employees in saving for retirement. The Plan is governed by the Plan document, which is a complex legal contract that contains all of the provisions required by the Internal Revenue Service (IRS) that the Employer must follow when administering the Plan. This document follows specific federal laws and regulations that apply to retirement plans. The Plan document may change when new laws or regulations take effect. The Employer also has the right to modify certain Plan features from time to time. When these changes occur, you will be notified about any changes that affect your rights under the Plan.

This document is a Summary Plan Description (SPD). It summarizes the important features of the Plan document, including your benefits and obligations under the Plan. If you want more detailed information about specific plan features or have questions about any of the information in the SPD, you should contact your Employer via the methods outlined in this SPD. You can also request a copy of the Plan document from your Employer.

You will notice that certain terms in the SPD are capitalized. These are important terms to understand and they are defined in more detail in the DEFINITIONS section of the SPD. Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency. In addition, the terms of the Plan cannot be modified by written or oral statements made to you by the Plan Administrator or other personnel.

The Plan was originally effective 06/12/1920. This SPD describes the Plan as restated effective 01/01/2020. This SPD supersedes all previous SPDs.

ELIGIBILITY FOR PARTICIPATION

The Plan document has been amended and/or restated into a new Plan document. If you were eligible to participate in the prior Plan, you will continue to be eligible to participate in this Plan without satisfying any additional age or service requirements.

Am I eligible to make Elective Deferrals and Roth Elective Deferrals?

Once you meet the eligibility requirements below, you will be eligible to make Elective Deferrals unless you fall into one of the following categories.

- You are a student performing services for Union College and where you are pursuing a course of study with Union College.

What eligibility requirements do I have to meet to make Elective Deferrals?

You will be eligible to make Elective Deferrals immediately upon your hire date.

Am I eligible to receive Non-Elective Contributions?

Once you meet the eligibility requirements below, you will be eligible to receive Non-Elective Contributions.

What eligibility requirements do I have to meet to receive Non-Elective Contributions?

You will be eligible to receive Non-Elective Contributions on the first day of each plan quarter next following the day you meet the following requirements.

- You attain age 21.

- You complete 1,000 hours of service in a 12 month period. You will not meet this requirement until the end of the 12 month period.

How is my service measured?

A Year of Eligibility Service will be a 12 month period where you work 1,000 hours. The 12 month period will start on your first day of employment and will end on the day before the anniversary of your date of employment. Each subsequent 12 month period will then switch to the Plan Year, beginning with the Plan Year that includes your first anniversary of employment.

Your years of service with the following employers other than your Employer will be counted for eligibility purposes: Credit for eligibility purposes is given for Years of Service performed with another institution of higher education if the Employee was previously eligible for and received employer contributions (i.e., discretionary, nondiscretionary and/or matching contributions) under the other institution's 401(a), 401(k) or 403(b) plan and still has an account with that institution's plan on the Entry Date. An Employee who provides proof acceptable to the Plan Administrator of eligible prior service within 60 days from the date on which the Employee first performs an Hour of Service for the Employer or 60 days from the date on which the Employer sends the Employee his or her appointment letter, whichever is later, will receive the Employer Non-Elective Contribution under the Plan on a per pay period basis retroactive to the date on which he or she first performed an Hour of Service for the Employer. Any other Employee who provides proof acceptable to the Plan Administrator of eligible prior service will receive the Employer Non-Elective Contribution beginning on the first pay date of the first quarter following the date on which he or she submits acceptable proof of eligible prior service.

When can I re-enter the Plan if I terminate employment with the Employer and am later rehired?

You will always immediately re-enter the Plan upon rehire provided you had met the eligibility requirements and passed an entry date before you terminated employment.

CONTRIBUTIONS - EMPLOYEE

Does the Plan allow me to make Elective Deferrals?

Yes. Provided you have met the eligibility requirements and passed the entry date as specified in the section titled "Eligibility for Participation" you may contribute Elective Deferrals to the Plan.

Do I pay taxes on any Elective Deferrals I make?

You will have the option to have the Elective Deferrals you make taken out of your pay either before or after taxes are withheld. For those Elective Deferrals you choose to have taken out pre-tax, you will generally pay taxes on this amount when you take it out of the Plan.

For those Elective Deferrals you choose to have taken out after-tax (Roth Elective Deferrals), you will pay taxes on this amount when you contribute them to the Plan. However, provided the distribution is "qualified" the earnings on these amounts will not be taxed when they are removed from the Plan. A Roth Elective Deferral distribution is qualified when (1) it has been at least 5 years since the first Roth Elective Deferrals were contributed to the Plan and (2) you are at least 59 1/2 year of age, become disabled, or have died. Roth Contributions are made in the same manner as pre-tax Elective Deferrals. You must designate how much you would like to contribute on a pre-tax basis (normal 403(b) contribution) and how much you would like to contribute as an after-tax Roth Contribution. You are not required to make any Roth Contributions. You may designate all of your Elective Deferrals as pre-tax contributions.

How do I make or change the amount of the Elective Deferrals being withheld?

You may make or change your deferral election by: written or electronic election

Once I make a deferral election, how often can I change, stop, or re-start the election?

You may change or re-start your deferral election once each pay period. You may stop your deferrals at any time.

What are the limits on Elective Deferrals?

Your Elective Deferrals are subject to the following limits:

- Federal law limits the amount you may elect to defer under this Plan and any other retirement plan permitting Elective Deferrals (including both other 403(b) and 401(k) plans). You are limited to contributing \$19,500 (for 2020) during any calendar year. The dollar limit for each year is announced by the IRS toward the end of each calendar year.
- If you are age 50 or over, you may defer an additional amount, called a "catch-up contribution", of up to \$6,500 (for 2020). The dollar limit for each year is announced by the IRS toward the end of each calendar year.
- If you have worked a minimum of 15 years for the Employer, you can defer additional compensation into the Plan under the Special 403(b) Catch-Up Rule. This special catch-up contribution is equal to the smallest of the three amounts listed below:
 1. \$3,000,
 2. \$15,000 minus the amount of Special 403(b) Catch-Up Contributions made in prior years, or
 3. \$5,000 times the number of years you have worked for the Employer minus the total amount of Elective Deferrals made while you worked for the Employer.
- The maximum amount you can defer is 100% of your compensation.

The Plan Administrator may establish additional rules you will need to follow when making your deferral election. Your deferral election is only effective for compensation you have not received yet. The Plan Administrator may also reduce or totally suspend your election if they determine that your election may cause the Plan to fail to satisfy any of the requirements of the Internal Revenue Code.

CONTRIBUTIONS - EMPLOYER

Will the Employer make Non-Elective contributions to the Plan?

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

What portion of the Non-Elective Contributions will I receive?

If you meet the requirements to receive Non-Elective Contributions, you will receive a pro rata portion of the Non-Elective Contributions for the Plan Year. This means that all eligible Participants will get an equal share of the Non-Elective Contributions as a percentage of their Compensation.

Non-Elective Contributions will be contributed to your account as soon as administratively feasible after the end of each pay period.

Are there any yearly requirements I have to meet to receive Non-Elective Contributions?

Yes. You will be eligible to receive Non-Elective Contributions if you work 1,000 hours of service during the Plan Year.

The yearly requirements to receive Non-Elective Contributions will be further modified by the following: An Employee who has satisfied the initial eligibility requirements will receive an allocation of the Employer's Non-Elective Contribution each payroll period if he or she is scheduled to complete at least 1,000 Hours of Service during the Plan Year (thus being deemed to satisfy the 1,000 hour allocation for the Plan Year). If an Employee who has satisfied the initial eligibility requirements is not scheduled to complete at least 1,000 Hours of Service during the Plan Year, but does, in fact complete 1,000 Hours of Service during the Plan Year, he or she will receive an allocation of the Employer's Non-Elective Contribution for the Plan Year as soon as administratively practicable after the last day of the Plan Year.

Can the Employer make Qualified Non-Elective Contributions?

Yes. The Employer has the discretion to make a Qualified Non-Elective Contributions. The Plan Administrator will determine each Plan Year if this contribution will be made, how much it will be and which Participants are eligible to receive the Qualified Non-Elective Contributions. If you are eligible to receive this contribution you will receive a pro rata portion of the allocation based on your Compensation. This means that all eligible Participants will get an equal share of the Qualified Non-Elective Contributions as a percentage of their Compensation.

Can the Employer make any other type of contributions to the Plan?

Yes. The Employer may have the discretion to reallocate any forfeitures and to make other contributions as necessary to comply with the IRS' non-discrimination requirements.

What are the limits on total contributions?

Your total contributions are subject to the following limits:

- The total amount that may be contributed to the Plan on your behalf in any year may not exceed the lesser of 100% of your compensation or \$57,000 (for 2020). The dollar limit for each year is announced by the IRS toward the end of each calendar year.

Can I move money I have in another retirement plan to this Plan?

Yes. If you are eligible to participate in the Plan you can rollover the money you have in other plans into the Plan. While the Plan Administrator may establish procedures that relate to the requirements for Rollover Contributions, in general rollovers will be accepted from any plan that is eligible to be rolled into the Plan. While there are exceptions this generally includes rollovers from a qualified retirement plan (i.e., 401(k), defined benefit), another 403(b) plan, a governmental 457(b) plan and pre-tax assets held in a traditional IRA.

Will I receive contributions when I am not working at the Employer due to my performing qualified military service?

If you are re-employed by the Employer after performing qualified military service you may be able to make up missed employee contributions and to receive make-up employer contributions. Additionally, if you meet all of the requirements the time you spend on qualified military service may count as Years of Service under the Plan. You can receive more information about your rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA) from the Plan Administrator.

What happens if I die or become disabled while performing qualified military service?

If you die or become disabled while performing qualified military service the Employer will treat you as if you returned to work on the day before you died and then terminated on the date of death or disability when determining any of your benefits under the plan except for contributions.

VESTING

Do I need to work a certain amount of time to keep my Elective Deferrals?

No. You will always be immediately 100% vested in your Elective Deferrals.

Do I need to work a certain amount of time to keep my Non-Elective Contributions?

Yes. Your Non-Elective Contributions will vest as specified below.

- Less than three years of vesting service - 0%
- Three or more years of vesting service - 100%

Are there times when my unvested balance will become fully vested other than according to the prior vesting schedules?

Yes. You will become fully vested in all of your account balances if any of the following occur.

- The Plan terminates or you are affected by a partial Plan termination.
- You are still employed when you reach Normal Retirement Age.
- You die while still employed by the Employer.
- You become Disabled while still employed by the Employer.

How is my service with the Employer measured to earn a Year of Vesting Service?

You will earn a year of vesting service when you are still employed on the day before the anniversary of the date you first performed service for the Employer (your hire date).

How is my vesting affected if I stop working for the Employer and then am later rehired by the Employer?

If you have at least 5 consecutive one-year breaks in service, your account balance in the Plan will stay at the vesting level it was when you stopped working for the Employer. As long as you were vested in any of your account balance under the plan before you stopped working for the Employer you will get credit for any prior years of vesting service for any new contributions under the Plan. For example, if you stopped working for the Employer when you had 1 year of vesting service and were 20% vested in your account balance and then were gone for 7 consecutive one-year breaks in service. If you were to return to work for the Employer your account balance already in the Plan would remain 20% vested no matter how many more years of vesting service you earn. Your new contributions would start out with one year of vesting service.

A "one-year break in service" means a Period of Severance of at least 12 consecutive months (special rules exist for absence from work for maternity or paternity reasons).

Are there other vesting exceptions or exclusions?

Yes. The following other vesting exceptions or exclusions apply: Participants hired prior to July 1, 2010 are 100% vested.

DISTRIBUTIONS - AFTER TERMINATION FROM SERVICE

Can I take a distribution of my account balance after my employment terminates?

Yes. You can take a distribution of your account balance immediately after your employment terminates.

What form can my distribution after termination from service be taken in?

You can take your distribution after termination from service as a cash distribution.

Your distribution can be taken in a lump sum distribution, as installment payments, as any form of payment required or permitted under the applicable funding vehicle and as an annuity payment.

How soon after my death does my Beneficiary have to take distributions?

Your Beneficiary must take distributions as required by the IRS.

What form can the distributions after my death be taken in?

Your beneficiaries can take distributions as a cash distribution.

Your beneficiary's distribution can be taken in a lump sum distribution and as installment payments.

Who gets my assets in the Plan if I don't designate a beneficiary?

If you die without designating a beneficiary, your Account will be payable to your spouse, or if you do not have a spouse, to your estate.

If I designate a beneficiary will that designation ever expire?

Yes. Your beneficiary designation will expire: divorce, unless the Participant subsequently designates the former spouse as a beneficiary, and unless: (a) the divorce decree or QDRO provides otherwise; or (b) the applicable funding vehicle provides otherwise (provided, however, that the funding vehicle shall follow the terms of any valid QDRO). This provision applies solely to a Participant whose divorce or legal separation becomes effective on or after the date the Employer executes this Plan unless the Plan is a restated Plan and the prior Plan document contained a provision to the same effect.

Can the Employer ever force me to take a distribution from the Plan?

Yes. If your account balance after you stop working for the Employer is less than \$1,000 and you do not submit a distribution form telling the Plan Administrator how you would like your balance distributed, the Plan Administrator will force a distribution from the Plan. The Plan Administrator may send the distribution directly to you.

Your rollover account balance (if any) will be included when determining if your account balance will be forced out.

The Plan Administrator will force a distribution of your account balance when you reach your Required Beginning Date (see below for what your Required Beginning Date is).

Is there ever a time when I have to take a distribution from the Plan?

Yes. Once you reach your Required Beginning Date you must start taking distributions from the Plan. These distributions are called Required Minimum Distributions. Failure to take these payments can result in an IRS penalty tax of 50% of the amount that should have been distributed. Your Required Beginning Date is when you actually retire or age 70 1/2, whichever is later.

Do I have to get my spouse's consent to take a distribution from the Plan?

Yes. If you have a spouse they must consent to all distributions above \$5,000 you request from the Plan that are not taken in the form of a Qualified Joint and Survivor Annuity with the survivor annuity being at least 50%.

DISTRIBUTIONS - IN-SERVICE

Can I take a distribution of my account balance if I am still working when I reach normal retirement age?

Yes. You can take a distribution of all of your fully vested account balances when you reach normal retirement age (age 65) while you are still working.

Can I take a distribution of my account balance when I reach age 59.5?

Yes. You can take a distribution of all of your fully vested account balance when you reach age 59.5.

Can I take a distribution of my Elective Deferrals while still working if I am called to active duty?

Yes. You can take a distribution of your Elective Deferrals while still working if you are called to active military duty for at least 30 days. However, if you are not called to active duty for at least 180 days, you will not be able to have Elective Deferrals withheld from your pay for 6 months from the date of the distribution.

Can I take a distribution of my account balance while still working if I incur a hardship?

Yes. You can take a hardship distribution of your fully vested account balances while still working if you incur a hardship.

Under the IRS rules certain assets cannot be taken out in a hardship distribution. These include certain earnings on Elective Deferrals and Non-Elective Contributions to the extent they are held in a custodial account.

Are there requirements I must meet to take a hardship distribution?

Yes. In order to receive a hardship distribution from your accounts eligible for hardship withdrawal you must have an immediate and heavy financial need that cannot be satisfied by other available resources. This determination is made by the Plan Administrator. The following are the only financial needs considered immediate and heavy:

- expenses incurred or necessary for medical care, described in Code section 213(d), for you or your spouse, children, or dependents;
- the purchase (excluding mortgage payments) of a principal residence for the Participant;
- payment of tuition and related educational fees for the next 12 months of post-secondary education for you or your spouse, children, or dependents;
- the need to prevent the eviction of you from your principal residence (or a foreclosure on the mortgage on your principal residence);
- payments for burial or funeral expenses for your deceased parent, spouse, children, or dependents;
- expenses for the repair of damage to your principal residence that would qualify for the casualty deduction; or
- expenses incurred on account of a federally declared disaster.

Effective 01/01/2019, in order to have the hardship satisfy an immediate and heavy financial need, the following must be true:

- You have obtained all distributions, other than hardship distributions, under all plans maintained by the Employer.
- The distribution is not in excess of the amount of an immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution).
- You have represented in writing or by an electronic medium that you have insufficient cash or other

liquid assets to satisfy the financial need.

Are there any further limitations or conditions for when I can take a distribution from the Plan while still employed?

Yes. The following limitations and conditions apply to in-service distributions: Rollover Accounts established on or after January 1, 2002 may be withdrawn any time; Participants must obtain spousal consent for any in-service withdrawals, and in-service withdrawals are subject to the terms of the applicable funding vehicle(s).

What form can my in-service distribution be taken in?

You can take your in-service distribution as a cash distribution.

Your in-service distribution can be taken in a lump sum distribution, as installment payments and as a continuous right of withdrawal.

LOANS

Am I eligible to take a loan from the Plan?

Yes. If you are an active employee you may apply for a loan from the Plan. Loans will only be made to persons who have the ability to repay the loan.

How many loans can I have outstanding at any one time?

The maximum number of loans you can have outstanding at any one time is 3. This number will include any previous loans you may have taken that were not paid back in full.

Is there a minimum amount that I must take out as a loan?

Yes. The minimum loan amount is \$1,000.

Is there a maximum amount that I can take out as a loan?

Yes. Your loan amount is limited to the lesser of:

- \$50,000 minus the highest outstanding balance of loans in the past 12 months, or
- 50% of your vested account balance.

Is all of my account balance used when determining the amount of my vesting account balance purposes?

Yes. However, the Plan Administrator will determine whether you may receive a loan from your Roth Contribution Account. If the Plan Administrator allows loans from your Roth Contribution Account, the Plan Administrator may specify an ordering rule for loans. The ordering rule will determine whether loans will be made first or last from your Roth Contribution Account or in any combination of your Roth Contribution Account and any other Account.

How long do I have to re-pay my loan?

Your loan must be repaid within five years from the date of the loan. If the loan will be used to purchase a principle residence a longer repayment may be allowed (determined at the time the loan is made). The maximum loan term for a principal residence loan is 10 years or such other reasonable period as provided under the terms of the applicable funding vehicle .

How often do I have to make loan payments?

You must repay your loan in accordance with the repayment schedule established at the time the loan is taken. Full or partial prepayments are allowed. If you fail to make loan payments according to the established repayment schedule and you do not correct this failure in a timely manner (as determined by the Plan Administrator) the remaining loan balance will be "deemed distributed". This means that the remaining balance will become a taxable distribution for the year in which it was deemed. However, this does not remove your obligation to repay the loan and the remaining balance plus the interest that has accrued since the loan was deemed will be taken into account when determining the maximum of any further loan and the deemed loan will count as an outstanding loan. Special repayment rules will apply if you take out a subsequent loan when you have an unpaid deemed loan outstanding.

Do I have to make my loan payments through payroll deduction?

No. Your loan payments can be made by check or other method prescribed by the Plan Administrator.

If I have a spouse, do they need to consent to the loan?

Yes. If you have a spouse, you must obtain their consent before obtaining a loan from the Plan.

Can I refinance my loan?

No. You may not refinance your loan.

What happens to my loan if I terminate from service with the Employer?

When you terminate from service, you may continue to make the scheduled loan repayments by check or other method prescribed by the Plan Administrator. Payments must be received by the Plan Administrator on a timely basis.

Are there any fees associated with taking a loan?

You may be charged fees related to granting and administration of loans from the Plan. Please contact the Plan Administrator if you would like more information regarding taking a loan from the Plan.

Are there any additional limitations or other provisions that apply to taking a loan?

The availability and terms of Plan loans are subject to the terms of the applicable funding vehicle. The Vendor may not make a new Plan loan to a Participant who has defaulted on a prior loan until the Participant has repaid that prior loan in full.

INVESTMENTS**Can I direct how my account balances will be invested?**

Yes. You can direct how your entire account balance will be invested from among the different investments offered under the Plan.

You may make or change your investment elections by: written or electronic election

How often can I change my investment election?

Subject to any additional restrictions placed on investment timing by the actual investment, you may change your investment elections daily.

What type of accounts can my account balance be invested in?

Your account balance can be invested in annuity contracts and custodial accounts.

How will my account balances be invested if I do not make an investment election?

If you do not make an investment election your account balances will be placed in investments selected by the Plan Administrator.

Does the Plan Administrator intend that the Plan will meet the requirements to be a 404(c) plan?

Yes. The Plan is intended to constitute a plan described in section 404(c) of ERISA. This means that as long as certain requirements are met the Plan fiduciaries may be relieved of liability for any of your losses that are the result of your investment elections.

How often does the Plan Administrator determine how much my benefit in the Plan is worth?

The Plan Administrator will determine the value of each Participant's benefit under the Plan on each business day. The Plan Administrator may also choose other dates to determine the value of each Participant's benefit under the Plan.

MISCELLANEOUS**Domestic Relations Orders**

Under certain circumstances, a court may issue a domestic relations order assigning a portion of your benefits under the Plan to a spouse, former spouse, child or other dependent. The Plan Administrator will determine whether the order is a qualified domestic relations order ("QDRO"). If the Plan Administrator determines that the order is a QDRO, it will implement the terms of the QDRO and divide your Account accordingly. You may obtain, without charge, a copy of the Plan's QDRO procedures from the Plan Administrator.

Amendment and Termination

The Plan Administrator may amend or terminate the Plan at any time in its sole discretion. However, no such action may permit any part of Plan assets to be used for any purpose other than the exclusive benefit of participants and beneficiaries or cause any reduction in your vested account balance as of the date of the amendment or termination. If the Plan is terminated, all amounts credited to your Account will become 100% vested.

Insurance

The Plan is not insured by the Pension Benefit Guaranty Corporation (PBGC) because it is not a defined benefit pension plan.

Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

Plan is Not a Contract of Employment

The Plan does not constitute, and is not to be deemed to constitute, an employment contract between the Employer and any employee or an inducement or condition of employment of any employee. Nothing in the Plan is to be deemed to give any employee the right to be retained in the Employer's service or to interfere with the Employer's right to discharge any employee at any time.

Waiver

Any failure by the Plan or the Plan Administrator to insist upon compliance with any of the Plan's provisions at any time or under any set of circumstances does not operate to waive or modify the provision or in any other manner render it unenforceable as to any other time or as to any other occurrence, whether the circumstances are the same or different. No waiver of any term or condition of the Plan is valid or of any force or effect unless it is expressed in writing and signed by a person authorized by the Plan Administrator to grant a waiver.

Errors

Any clerical or similar error by the Plan Administrator cannot give coverage under the Plan to any individual who otherwise does not qualify for coverage under the Plan. An error cannot give a benefit to an individual who is not actually entitled to the benefit.

Fees

Your Account may be charged for some or all of the costs and expenses of operating the Plan. Such expenses include, but are not limited to, investment expenses and costs to process loans, Plan distributions and QDROs. For specific information regarding the fees that are charged by the Plan, please contact the Plan Administrator.

ADMINISTRATIVE INFORMATION**Plan Sponsor**

The Plan Sponsor is Union College.

- Employer Identification Number: 14-1338580
- Address: 807 Union Street, Schenectady, New York 12308
- Phone number: 518-388-6108
- Fax number: 518-388-6529

Plan Administrator

The Plan Administrator is Union College.

- Address: 807 Union Street, Schenectady, New York 12308
- Phone number: 518-388-6108
- Fax number: 518-288-6529

Plan Assets

Assets of the Plan are held in annuity contracts and custodial accounts.

Agent for Legal Service

The agent for legal service for the Plan are the Trustees of Union College.

- Address: 807 Union Street, Schenectady, New York 12308
- Phone number: 518-388-6108
- Fax number: 518-288-6529

Plan Number

The Plan is a 403(b) plan. The Plan number is 001.

Plan and Fiscal Year

The Employer's fiscal year ends on June 30 and the Plan Year ends on December 31.

Claims Procedure

Application for Benefits. You or any other person entitled to benefits from the Plan (a "Claimant") may apply for such benefits by completing and filing a claim with the Plan Administrator. Any such claim must be in writing and must include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merit of, and to make any necessary determinations, on a claim for benefits. The Plan Administrator may request any additional information necessary to evaluate the claim.

Timing of Notice of Denied Claim. The Plan Administrator will notify the Claimant of any adverse benefit determination within a reasonable period of time, but not later than 90 days (45 days if the claim relates to a disability determination) after receipt of the claim. This period may be extended one time by the Plan for up to 90 days (30 additional days if the claim relates to a disability determination), provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial review period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If the claim relates to a disability determination, the period for making the determination may be extended for up to an additional 30 days if the Plan Administrator notifies the Claimant prior to the expiration of the first 30-day extension period.

Content of Notice of Denied Claim. If a claim is wholly or partially denied, the Plan Administrator will provide the Claimant with a written notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) any material or information needed to grant the claim and an explanation of why the additional information is necessary, and (4) an explanation of the steps that the Claimant must take if they wish to appeal the denial, including a statement that the Claimant may bring a civil action under ERISA.

Appeals of Denied Claim. If a Claimant wishes to appeal the denial of a claim, they must file a written appeal with the Plan Administrator on or before the 60th day (180th day if the claim relates to a disability determination) after they receive the Plan Administrator's written notice that the claim has been wholly or partially denied. The written appeal must identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant will be provided, upon request and free of charge, documents and other information relevant to his claim. A written appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Plan Administrator will consider the merits of the Claimant's written presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. The Claimant will lose the right to appeal if the appeal is not timely made. The Plan Administrator will ordinarily rule on an appeal within 60 days (45 days if the claim relates to a disability determination). However, if special circumstances require an extension and the Plan Administrator furnishes the Claimant with a written extension notice during the initial period, the Plan Administrator may take up to 120 days (90 days if the claim relates to a disability determination) to rule on an appeal.

Denial of Appeal. If an appeal is wholly or partially denied, the Plan Administrator will provide the Claimant with a notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits, and (4) a statement describing the Claimant's right to bring an action under section 502(a) of ERISA. The determination rendered by the Plan Administrator will be binding upon all parties.

Determinations of Disability. If the claim relates to a disability determination, determinations of the Plan Administrator will include the information required under applicable United States Department of Labor regulations.

Your Rights Under ERISA

As a participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). This federal law provides that you have the right to:

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

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

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

Obtain, once a year, a statement from the Plan Administrator regarding your Accrued Benefit under the Plan and the nonforfeitable (vested) portion of your Accrued Benefit, if any. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

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

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

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

DEFINITIONS

Account

Your Account is the sum of all of your amounts in each of your different contribution accounts.

Beneficiary

Your Beneficiary is the individual who will get your benefit under the Plan upon your death. You have the right to designate one or more primary and one or more secondary beneficiary.

Your spouse must be your sole beneficiary of your entire Account unless they consents to the designation of another beneficiary.

Compensation

Compensation is your wages from the Employer that are shown as taxable wages on your IRS Form W-2 measured over the Plan Year. For any self-employed individual, Compensation will mean earned income.

For purposes of Elective Deferrals and Non-Elective Contributions, Compensation will include any amount you elect to defer on a tax-preferred basis to any benefit plan of the Employer.

For purposes of Elective Deferrals and Non-Elective Contributions, Compensation will include any amounts not available to you in cash in lieu of group health coverage because you are unable to certify that you have other health coverage.

For purposes of Elective Deferrals and Non-Elective Contributions, Compensation will include payments of unused accrued bona fide sick, vacation, or certain other leave that are paid to you after you terminate employment.

Compensation will include wages paid during any period in which you are performing service in the uniformed services while on active duty for a period of more than 30 days that represents all or a portion of the wages you would have received if you were performing service for the Employer.

For purposes of Elective Deferrals, Compensation will exclude the following: bonuses, overtime, imputed income from life insurance, stipends, research grants (unless the grant provides for the funding of retirement benefits), overloads, severance pay, other non-base compensation, and items excluded from compensation under the salary letters of faculty, administrators or staff.

For purposes of Non-Elective Contributions, Compensation will exclude the following: bonuses, overtime, imputed income from life insurance, stipends, research grants (unless the grant provides for the funding of retirement benefits), overloads, severance pay, other non-base compensation, and items excluded from compensation under the salary letters of faculty, administrators or staff.

Disability

You will be considered Disabled when you are eligible to receive benefits under a disability plan sponsored by the Employer.

Elective Deferrals

Elective Deferrals are the amount of your Compensation that you chose to deposit into the Plan under a salary reduction agreement you complete with the Employer.

Elective Deferrals can be contributed either on a pre-tax basis or an after-tax basis. After-tax Elective Deferrals are referred to as Roth Elective Deferrals.

Highly Compensated Employee

You are a Highly Compensated Employee (HCE) if you earned more than \$130,000 (for 2020) in Compensation during the preceding Plan Year. The dollar amount for each year is announced by the IRS toward the end of each calendar year.

Normal Retirement Age

Normal Retirement Age (NRA) is age 65.

Non-Elective Contributions

Non-Elective Contributions are contributions that the Employer may make to the Plan on your behalf based on a formula specified in the "Contributions - Employer" portion of this document.

Plan Year

The Plan Year is the 12 month period ending on December 31.

Qualified Joint and Survivor Annuity

A Qualified Joint and Survivor Annuity (QJSA) is a type of annuity distribution where the amount your spouse receives after your death will be 50% of the monthly amount that had been paid while you were alive. This amount would be received by your spouse for the remainder of their life time. A QJSA is the default form of payment for your entire Account. You must obtain your spouse's consent to take a distribution in any other format.

In addition to the QJSA, there is a qualified optional survivor annuity available in which the benefit payable to your spouse for life after your death.

If you do not have a spouse your QJSA is an immediate annuity for your life time where the amount of the payment is based on your Account balance.

Qualified Pre-Retirement Survivor Annuity

A Qualified Pre-Retirement Survivor Annuity (QPSA) is an annuity that will be purchased with 50% of your account balance for your spouse, unless (1) you, with the written consent of your spouse, waive the survivor annuity, or (2) your surviving spouse waives such survivor annuity if you die before the commencement of your benefits under the Plan.

Rollover Contributions

Rollover contributions are the assets that you moved (rolled over) from another retirement plan to the Plan.

Termination from Employment

You will be considered to have a Termination from Employment from the Employer when you are no longer employed by the Employer or on the day when the Employer is no longer eligible to sponsor the Plan.

Transfer Contributions

Transfer Contributions are contributions that were transferred over to the Plan from another eligible retirement plan. This is typically done at the Employer's discretion as part of a merger or related transaction.

Year of Eligibility Service

A Year of Eligibility Service is earned when you have 1,000 hours in a Eligibility Computation period. The Eligibility Computation period is each 12 month period starting on your hire date for your first year of employment. Subsequent Eligibility Computation periods will be the Plan Year.

VENDOR APPENDIX

Approved Vendors

An approved vendor is an organization who accepts ongoing Plan contributions directly from the Employer. Subject to procedures established by the Plan Administrator you may be able to move your Plan assets between the approved vendors listed below:

- Fidelity
- TIAA

CUSTOM LANGUAGE APPENDIX

Custom Language

Contributions are limited to the maximum amount which will not violate Sections 403(b) and/or 415 of the Internal Revenue Code, and may be further limited due to required tax withholding.

**UNION COLLEGE
RETIREMENT PLAN**

**SUMMARY OF MATERIAL
MODIFICATIONS**

2009 – 2015

UNION COLLEGE RETIREMENT PLAN

Summary of Material Modifications

TO: All Participants

June 1, 2015

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

1. We have broadened the extent to which we will credit prior service with another college or university for eligibility purposes under the Plan by including two additional types of retirement plans and by extending eligibility consideration to an active account regardless of it being from the immediately preceding college/university. Effective January 1, 2015, the plan administrator will credit for eligibility purposes years of service at another college/university if the employee was previously eligible for and received employer contributions under that college’s/university’s 401(a), 401(k), or 403(b) plan and still has an account with that plan when joining the Plan. Employees providing proof acceptable to the plan administrator of eligible prior service within 60 days from the date on which they first perform an hour of service for Union College or 60 days from the date on which the College sends them their appointment letter, whichever is later, will receive the 11% contribution retroactive to the date on which they first perform an hour of service for the College. Any other employee who provides proof acceptable to the plan administrator of eligible prior service will receive the 11% contribution beginning on the first pay date of the first quarter following the date on which he or she submits acceptable proof of eligible prior service.
2. We have changed how we calculate service for plan eligibility purposes. Effective January 1, 2015, if an employee does not satisfy the service requirements for Plan eligibility before his or her first anniversary, we will determine if the employee has satisfied those requirements during the full plan year that includes the employee’s first anniversary date and then for each subsequent full plan year (January – December) thereafter. This change allows for a more efficient and effective review of eligibility on a college-wide calendar year basis versus on an anniversary year basis.
3. We have clarified the terms of the non-elective contribution we make to the Plan. Effective January 1, 2015, that contribution is as follows:
 - For each eligible participant who is regularly scheduled to complete 1,000 hours of service during the plan year, 11% of the participant’s compensation per pay period.

- For each other eligible participant (i.e., those who are not regularly scheduled to work 1,000 hours of service during the plan year but who actually complete at least 1,000 hours during the plan year), 11% of the participant's compensation per plan year.
4. We have clarified when a participant may receive an allocation of non-elective contributions. Effective January 1, 2015, a participant who has satisfied the initial eligibility requirements will receive non-elective contribution each payroll period, if he or she is scheduled to complete 1,000 hours of service during the plan year, regardless of whether they actually complete 1,000 hours of service during the plan year. If a participant is not scheduled to complete 1,000 hours of service, but does, in fact complete 1,000 hours of service during the plan year, he or she will receive non-elective contribution for the plan year as soon as administratively practicable after the last day of the plan year.
 5. We have changed the conditions under which a participant with a defaulted Plan loan may secure a new Plan loan. Effective January 1, 2015, a Participant who has defaulted on a Plan loan may not take a new Plan loan until the Participant has repaid the prior loan in full.

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

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

**6th AMENDMENT TO THE
UNION COLLEGE RETIREMENT PLAN**

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

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

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

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

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

- (1) [x] **Plan Year.** The Plan Year, beginning with the Plan Year which includes the first anniversary of the Employee's Employment Commencement Date.
- (2) [] **Anniversary Year.** The Anniversary Year, beginning with the Employee's second Anniversary Year.

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

(3) [x] **Describe:** For each eligible Participant who is regularly scheduled to complete at least 1,000 Hours of Service during the Plan Year, 11% of the Participant's Compensation per pay period. For each other eligible Participant (i.e., those who are not regularly scheduled to complete 1,000 Hours of Service during the Plan Year but actually do complete at least 1,000 Hours of Service during the Plan Year), 11% of the Participant's Compensation per Plan Year. For these purposes, the term "Participant"

includes any Participant who is on a paid leave of absence. If an eligible Participant is disabled and eligible to receive benefits under the Employer's long-term disability policy, contributions will continue to be made to the Plan on behalf of the Participant to the extent provided under the long-term disability policy, and subject to the requirements of the Internal Revenue Code. Any such contributions on behalf of a disabled Participant will be based on Compensation in effect immediately prior to disability.

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

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

	(1)		(2)		(3)
	All Employer Contributions and Forfeitures		Matching		Nonelective Contributions
(a) <input type="checkbox"/>	None.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/>	501 HOS/terminees (91 consecutive days if Elapsed Time).	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/>	Last day of the Plan Year.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/>	1,000 HOS (182 Consecutive days if Elapsed Time) in the Plan Year.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input checked="" type="checkbox"/>	Describe: <u>An employee who has satisfied the initial eligibility requirements will receive an allocation of the Employer's Nonelective Contribution each payroll period if he or she is scheduled to complete 1,000 Hours of Service during the Plan Year. If an Employee is not scheduled to complete 1,000 Hours of Service, but does, in fact complete 1,000 Hours of Service during the Plan Year, he or she will receive an allocation of the Employer's Nonelective Contribution for the Plan Year as soon as administratively practicable after the last day of the Plan Year.</u>				

(e.g., last day of the Plan Year as to Nonelective Contributions for Related Employer "A" Participants. No allocation conditions for Related Employer "B" Participants.)

[Note: Unless the Plan is governmental or church plan, the Employer under election 27(e) may not impose an Hour of Service condition exceeding 1,000 Hour of Service in a Plan Year.]

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

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

IN WITNESS WHEREOF, Union College has caused this Amendment to be signed by its duly authorized representative as of this 29th day of May, 2015.

UNION COLLEGE

By: 

Title: VP of Finance

Finance

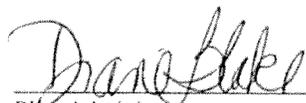
UNION COLLEGE RETIREMENT PLAN
SUMMARY OF MATERIAL MODIFICATIONS

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

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

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

11/13/12
Date


Plan Administrator

Plan Name: *Union College Retirement Plan*

Plan Number: *001*

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

Plan Administrator: *Plan Sponsor*

PLAN PARTICIPANT LOAN PROGRAM

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

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

Plan: Union College Retirement Plan

Eligibility: Loans are available to Plan Participants.

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

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

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

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

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

Loan Repayment:

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

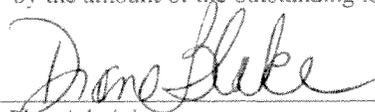
Repayments may be suspended in the case of a Participant who is on an unpaid leave of absence due to military service. The suspension shall not exceed the lesser of five years or the Participant's period of military service. Except in the case of a loan used to acquire the Participant's principal residence,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

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

Loan Default Procedure:

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

11/13/12
Date


Plan Administrator

**AMENDMENT TO THE
UNION COLLEGE RETIREMENT PLAN**

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

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

WHEREAS, the Employer wishes to further amend the Plan;

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

"48. PARTICIPANT LOANS (7.06)

- (a) The Plan does not permit Participant loans.
- (b) The Plan permits Participant loans (unless the contract or agreement provide otherwise) as follows:
- (1) **Loan Amount.** *(Choose one):*
- a. Not limited except as by Applicable Law.
- b. May not borrow less than \$1,000 in any single loan.
- c. May not borrow less than \$ _____ (not more than \$1,000) in any single loan.
- (2) **Limit on number of loans.** *(Choose one):*
- a. One
- b. Specify three
- (3) **Loan interest.** The interest rate on a Plan loan will be *(Choose one):*
- a. **Prime plus.** Fixed at _____% *(insert percentage)* above USA Today published prime rate.
- b. **Specified rate:** _____
- c. **Plan Administrator.** A commercially reasonable rate established by the Plan Administrator or under the terms of the applicable funding vehicle.
- (4) **Home loan term.** The loan term for a loan used to acquire a Participant's principal residence will be *(Choose one):*
- a. 15 years.
- b. 10 years or other reasonable period provided under the terms of the applicable funding vehicle
- (5) **Leaves of absence (non-military).** For a period of up to one year following an approved non-military leave of absence, the Plan Administrator *(Choose one):*
- a. Will suspend loan payments.
- b. Will not suspend loan payments."

IN WITNESS WHEREOF, the Employer, by its duly authorized officer, has caused this Amendment to be executed this 9th day of November, 2012.

UNION COLLEGE

By: *Diane Blake*

**SUMMARY OF MATERIAL MODIFICATION
UNION COLLEGE RETIREMENT PLAN
APRIL 23, 2010**

To: Participants in the Union College Retirement Plan

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

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

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

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

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

ERISA Information

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

REVISED

RESOLUTION OF THE BOARD OF TRUSTEES OF UNION COLLEGE
IN THE TOWN OF SCHENECTADY IN THE STATE OF NEW YORK

a/k/a "UNION COLLEGE"

February 5, 2010

Amendment to Retirement Plan
Amendment to Employee Choice Plan

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

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

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

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

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

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

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

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

CERTIFICATION

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

By Kathryn L. Quinn
Name Kathryn L. Quinn
Its Assistant Secretary

Date February 5, 2010

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Changes_UGC 2010'01'21.doc 8-Feb-10

REVISED
AMENDMENT #1 TO THE RESTATED
UNION COLLEGE RETIREMENT PLAN

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

WITNESSETH

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this Amendment #1 is adopted this 5th day of February, 2010.

Union College

By: Diane Blake

Name: Diane Blake

Title: Vice President for Administration and Finance

Attest:

Kathryn L. Quinn

Name: Kathryn L. Quinn

Assistant Secretary

SUMMARY OF MATERIAL MODIFICATION

Union College Defined Contribution Retirement Plan

Roth 403(b)

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

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

**Amendment for Roth 403(b) Provision to the
Union College Defined Contribution Retirement Plan**

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

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

ROTH ELECTIVE DEFERRALS

Section 1. General Application.

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

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

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

Section 2. Separate Accounting

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

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

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

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

Section 3. Direct Rollovers

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

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

Section 4. Definition of Roth Elective Deferral

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

SUMMARY OF MATERIAL MODIFICATION

Union College Defined Contribution Retirement Plan

Hardship Distributions

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

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

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

**Amendment for Hardship Distribution Changes to the
Union College Defined Contribution Retirement Plan**

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

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

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

SUMMARY OF MATERIAL MODIFICATION

Union College Defined Contribution Retirement Plan

Definition of Compensation

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

Effective July 1, 2009, the Union College Defined Contribution Plan (the Plan) was changed to more clearly and accurately define what is included as "compensation" when determining Union College's contribution to the plan.

Amendment for Definition of Compensation

Union College Defined Contribution Retirement Plan

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

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

Definition of Compensation for 403(b) Plan

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

SUMMARY OF MATERIAL MODIFICATION

Union College Defined Contribution Retirement Plan

Registered Investment Advisors

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

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

What is a Registered Investment Advisor?

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

What are the benefits of a Registered Investment Advisor?

An RIA can help you:

- Set achievable financial and personal goals
- Provide objective financial advice on your investments
- Assess your current financial situation by taking a comprehensive look at your assets, liabilities, income, insurance, taxes and investment and estate planning
- Develop a realistic and comprehensive plan to help you reach your retirement and other financial goals
- Provide on-going monitoring of your savings, investment selections and asset allocation for all of your accounts

Will the investment providers or Union College provide me with an RIA?

No. You as a participant of the retirement plan have the option to select and hire an RIA at your own discretion and risk. Union College has no responsibility for selecting, investigating or monitoring the RIA's activities in connection with your retirement account.

How do I grant my advisor account access, trading authorization, and payment of fees from my 403(b) account to pay for their services?

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

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

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

How do I secure the services of a RIA?

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

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

- Investment Advisor Public Disclosure:

http://www.adviserinfo.sec.gov/IAPD/Content/IapdMain/Iapd_SiteMap.aspx

- Tips on checking out Advisors:

<http://www.sec.gov/investor/brokers.htm>

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

Registered Investment Advisor (RIA) services are provided by independent Registered Investment Advisors who are unaffiliated with our vendors or Union College. Plan sponsor direction and appropriate RIA agreements and participant authorizations are necessary.

**Amendment For Investment Advisor Fees for
403(b) Retirement Plan**

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

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

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

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

For the purposes of this Amendment, the term "Investment Advisor Fees" shall mean fees charged by a Participant's Investment Advisor for advisory services relating to the Participant's Accumulation Account under this Retirement Plan.

SUMMARY OF MATERIAL MODIFICATION

Union College Defined Contribution Retirement Plan

Loan Provision with Fidelity Investments

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

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

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

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

Under "B." the current wording is replaced with the following:

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

Amendment for Fidelity Loan Provision

Union College Defined Contribution Retirement Plan

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

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

2021
404(c) Notice to Plan Participants and Beneficiaries
Union College Retirement Plan

Dear Plan Participant:

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

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

PLAN REPRESENTATIVE RESPONSIBLE FOR PROVIDING INFORMATION TO PARTICIPANTS

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

Brittany E.I. Rapp
Union College
807 Union Street
Schenectady, NY 12308
518-388-6108

AVAILABLE INFORMATION FOR PARTICIPANTS

- The Plan Administrator or Plan Representative will provide or arrange to be provided by the Plan Record-keeper the following information to all participants:
- A description of each investment alternative available under the Plan including a general description of the investment objectives and risk and return characteristics of the investment alternative. The description must include information on the type and diversification of assets comprising the portfolio of each designated investment alternative, as well as performance data.
- A description of any "brokerage windows," "self-directed brokerage accounts," or similar plan arrangements that enable participants and beneficiaries to select investments beyond those designated by the plan.
- If applicable, the identification of any designated investment managers.

- An explanation of the procedures for participants and beneficiaries to give investment instructions along with any specified limitations on such instructions under the terms of the plan, including any restrictions on transfer to or from a designated investment alternative, and any restrictions on the exerciser of voting, tender and similar rights attached to a participant's or beneficiary's investment.
- A description of any transaction fees and expenses incurred in connection with the purchase or sale of each investment alternative that will be directly assessed against the participant's individual account, including commissions, sales loads, deferred sales charges, and redemption or exchange fees.
- A description of any restriction on the exercise of voting, tender and similar rights attached to an investment in a designated investment alternative.
- In the event employer securities are included as an investment alternative, a description of the procedures established to provide for the confidentiality of information relating to the purchase, holding and sale of employer securities, and the exercise of voting, tender and similar rights, by participants and beneficiaries, and the name, address and phone number of the plan fiduciary responsible for monitoring compliance with confidentiality procedures.
- Directions to an internet website where participants can obtain additional information regarding designated investment alternatives.

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

- Copies of prospectuses, financial statements and reports, and any other materials relating to investment alternatives available under the Plan to the extent they are furnished to the Plan.
- A description of the annual operating expenses of each investment alternative, such as investment management fees, administrative fees and transaction costs, which reduce the rate of return to the participants or beneficiaries, and the aggregate amount of such expenses expressed as a percentage of average net assets of the designated investment alternative.
- A list of the assets which comprise the portfolio of each investment alternative, the value of each asset individually (or the proportion of the investment alternatives which it comprises), and with respect to each individual asset which is a fixed rate investment contract issued by a bank or similar institution, the name of the issuer, the term of the contract and the rate of return on the contract.
- Information concerning the value of shares or units in designated investment alternatives, as well as past and current investment performances of the alternatives determined net of expenses on a reasonable and consistent basis.
- Information concerning the value of shares or units in designated investment alternatives held in the account of the participant.

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

- (a) Would result in a prohibited transaction under ERISA or the Internal Revenue Code;
- (b) Would generate taxable income to the Plan or

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

INVESTMENT CHOICES

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

CHANGES TO INVESTMENT OPTIONS OR ADMINISTRATIVE EXPENSES

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

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

Jennifer L Blessing, Sr Associate Directory



01/04/2021

Print Name and Title

Signature

Date

Understanding the Health Insurance Marketplace

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

What is the Health Insurance Marketplace?

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

Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.¹

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

How Can I Get More Information?

For more information about coverage offered by your employer, please check your summary plan description at <https://www.union.edu/human-resources/summary-plan-descriptions> or contact Human Resources.

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

Information About Health Coverage Offered by Your Employer

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

3. Employer name Union College		4. Employer Identification Number (EIN) 14-1338580	
5. Employer address 807 Union Street		6. Employer phone number 518-388-6108	
7. City Schenectady		8. State NY	9. Zip code 12308
10. Who can we contact about employee health coverage at this job? Brittany Rapp, Assistant Director for Benefits			
11. Phone number (if different from above) 518-388-6435		12. Email address Rappb2@union.edu	

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

- As your employer, we offer a health plan to:

All employees. Eligible employees are:

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

- With respect to dependents:

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

We do not offer coverage.

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

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

If you decide to shop for coverage in the Marketplace, [HealthCare.gov](https://www.healthcare.gov) will guide you through the process. The information above is the employer information you'll enter when you visit [HealthCare.gov](https://www.healthcare.gov) to find out if you can get a tax credit to lower your monthly premiums.

Policy on Acceptable Use of Information Technology Resources

8-9-2013

General Statement

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

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

Applicability

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

Policy

All users of Union College IT Resources must:

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

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

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

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

Refrain from using those resources for personal commercial purposes or for personal financial or other gain. Personal use of College computing resources for other purposes is

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

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

Enforcement

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

Security and Privacy

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

Users should also be aware that their uses of the College's IT Resources are not completely private. While the College does not routinely monitor individual usage of its computing resources, the normal operation and maintenance of the College's computing resources require the backup and caching of data and communications, the logging of activity, the monitoring of general usage patterns, the scanning of systems and network ports for anomalies and vulnerabilities, and other such activities that are necessary for the rendition of service. The College may also specifically monitor the activity and accounts of individual users of College computing resources, including individual login sessions and communications, without notice, when (a) the user has given permission or has voluntarily made them accessible to the public, for example by posting to a publicly-accessible web page or providing publicly-accessible network services; (b) it reasonably appears necessary to do so to protect the integrity, security, or functionality of the College or other computing resources or to protect the College from liability;

(c) an account appears to be engaged in unusual or unusually excessive activity, as indicated by the monitoring of general activity and usage patterns; or (d) it is otherwise required or permitted by law. The College may also monitor the activity and accounts of individual users, upon notice to the individual user, if there is reasonable cause to believe that the user has violated, or is violating this or any other College policy. Any individual monitoring, other than that specified in "(a)", required by law, or necessary to respond to perceived emergency situations, must be authorized in advance by the Chief Information Officer or the Chief Information Officer's designees. It is common practice by the Chief Information Officer to relinquish decision-making responsibility regarding monitoring emails to the appropriate Vice President and/or the President. Use of the College's IT Resources constitutes consent by the user to all of the terms and conditions of this policy, as well as consent to the College's accessing, intercepting, and monitoring of employee use of the College's IT Resources in accordance with this policy.

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

Union College Health, Safety, and Loss Control Practice Statement – 3/9/11

I. Comprehensive Health, Safety and Loss Control Program

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

II. Employee, Supervisor and Departmental Responsibility

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

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

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

III. Environmental Health and Safety Department (EHS)

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

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

IV. Environmental Health and Safety Committee

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

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

The committee meets at least quarterly to fulfill its responsibilities.

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

