



HOBART AND WILLIAM SMITH COLLEGES



*BENEFITS*

*AND OTHER INFORMATION*

*FOR*

*FACULTY*

*MEMBERS*

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August 1, 2007

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## INTRODUCTION

### **Purpose**

The purpose of this publication is to give you an overview of Hobart and William Smith Colleges' benefit policies and plans and other valuable employment information in effect as of August 1, 2007, or as otherwise indicated. Please read and retain it for future reference.

The benefit policies and plans summarized in this handbook are guidelines only. The Colleges retain the right to supplement, modify, amend or eliminate the policies and plans. Every effort has been made to make these descriptions as brief, accurate and easy to understand as possible. Therefore, all details may not be described here. If there is a difference between the information in this publication and the official plan documents, the official plan documents will govern. For more specific information, please contact the Office of Human Resources.

### **Eligibility**

All *fully appointed faculty members* (not temporary) in half- and full-time, tenurable, or tenured positions in any academic year are eligible to participate in the Colleges' benefits programs during their term of employment. The term of appointment includes approved sabbatic leaves.

During any unpaid leaves of absence, faculty members are responsible to pay in full for any benefits they request to be continued for the term of unpaid leaves, as described in the *Faculty Handbook*.

All *temporarily appointed faculty* who teach four or more courses in any academic year are also eligible to participate in the Colleges' benefits programs, with limitations, during their term of appointment. Temporary faculty first appointed to teach in terms prior to July 1, 1996, are benefits-eligible if they teach three or more courses in a given academic year.

*Other faculty members.* Certain legally mandated and other benefits will apply to faculty members who are otherwise ineligible for the full benefit package described here. Contact the Office of Human Resources for additional information.

## LEGAL CONDITIONS RELATING TO EMPLOYMENT

### **Employment Eligibility Verification (Form I-9)**

In accordance with the Immigration and Nationality Act (INA), the Colleges will only hire and continue to employ U.S. citizens, nationals, and aliens authorized to work for the Colleges. The INA provides that all employers, regardless of size, must verify both employment eligibility and the identity of all individuals hired after November 6, 1986.

Form I-9 (Employment Eligibility Verification Form) has been designated by the Immigration and Naturalization Service (INS) as the form to be used by employers to document compliance with the INA's verification requirements. The Colleges must ensure that a Form I-9 is properly completed for every employee hired after November 6, 1986. Section 1 of Form I-9 must be completed on the date of hire. Section 2 of Form I-9 must be completed within three business days inclusive of the date of hire. Only original documents will be accepted for verification purposes. Such documents must be provided to a member of the Human Resources staff or to an individual authorized in writing by the Director of Human Resources. Please contact the Office of Human Resources for a list of approved documents.

The Colleges will not request more or different documents than are required in order to complete the Form I-9. The Colleges will honor documents tendered that on their face reasonably appear to be genuine, relate to the employee, and that are acceptable for meeting Form I-9 requirements.

The Colleges do not discriminate against aliens authorized to work for the Colleges when making hiring and discharge decisions on account of a protected individual's citizenship status or an individual's national origin. The Colleges will not intimidate or retaliate against any individual because that individual, in relation to the INA nondiscrimination provisions described above, (1) intends to or has filed a complaint or (2) assists with an investigation or hearing.

Hiring department chairs and/or managers should work with the Director of Human Resources to obtain appropriate visa status in cases where the candidate is a non-U.S. citizen.

## **BENEFIT PLANS**

### **Plans Available**

The Colleges have established a variety of faculty member benefit programs designed to assist you and your eligible dependent(s) in meeting the financial burdens that can result from illness, disability, and death; to help you plan for retirement, and to deal with job-related or personal problems. Effective date of coverage for these plans in most cases is the first of the month following date of hire.

We offer group medical, dental, basic life and accidental death and dismemberment, short- and long-term disability insurances and retirement programs which are described more fully in Summary Plan Description (SPD) booklets that you are provided once you become eligible to participate with these benefit programs. The exact terms and interpretation of these benefits are determined by the actual plan documents rather than by the summaries contained in this handbook.

### **Pre-Tax Payment of Certain Premium Contributions**

The Colleges has established the pre-tax payment of medical and dental insurance premium contributions as a tax-saving benefit feature for its faculty members. Payment of premiums on a pre-tax basis prohibits enrollees from reducing coverage at any time (see *Changing Coverage*, page 5).

Faculty members' premium contributions will be automatically withheld from pay as "pre-tax money", which means the premium amount is not subject to income, Social Security, or Medicare taxes. Premiums are collected on a pre-tax basis automatically, unless the faculty member elects to waive this treatment.

Opportunity to waive this treatment and pay premium contributions with "after-tax money" is at time of employment, Open Enrollment, or if there is a change in Family Status (see *Changing Coverage*, page 5). This will mean that the faculty member will give up the tax savings of paying with pre-tax money.

**Please note:** Faculty members who elect to cover a domestic partner under the group medical and/or dental plans are not eligible for the pre-tax premium option.

### **Important Information Regarding Enrollment in the Medical Insurance Plan**

When a new faculty member is hired, the application for medical insurance coverage must be received by Human Resources ***within 30 days*** of the date of hire in order to be covered on the first of the month following date of hire. This also applies to a change in family status (see "Changing Coverage", page 5).

Faculty members have a choice of one of the following plans offered through Excellus of the Rochester Area (formerly Blue Cross Blue Shield): Blue Million, Blue Point 2, Blue Choice Select, Blue Choice Plus, and Blue Choice Value. Also available is the HMO plan provided by Preferred Care from the Rochester Area. Coverage is effective the first of the month following the later of either the date of hire or the date of the qualifying event.

If the enrollment application is completed ***more than 30 days*** after date of hire or the qualifying change in family status, and at a time other than the open enrollment period, then the only option available for

the faculty member is the Blue Million plan. Coverage provided through Blue Million under this late enrollment will be subject to pre-existing condition clauses and waiting periods for certain conditions.

### **Open Enrollment**

An *open enrollment period* is held once each year, usually during the month of November, during which faculty members may enroll in or change coverage(s) with no restrictions. The effective date of the change is January 1 of the next calendar year.

### **Changing Coverage**

When the faculty member's premium contributions are withheld on a pre-tax basis, certain Internal Revenue Service (IRS) guidelines affect the faculty member's ability to change coverage. Faculty members may elect to reduce their coverage (i.e. change from Family to Single coverage) only during open enrollment or if there is a change in *Family Status*.

*Family status* changes include marriage, divorce, death of a spouse or dependent, birth or adoption of a child, a change in the employment status of the faculty member or his/her spouse (including changes between part-time and full-time status), an unpaid leave of absence for the faculty member or his/her spouse, or a change in the health insurance coverage for the faculty member or his/her spouse attributable to the spouse's employment. If there is a change in family status that entitles the faculty member to change his/her election, he/she may not reduce the elected amount for medical expense reimbursement below the amount of reimbursement already paid to the faculty member during the plan year. *NOTE: A qualified family status change does not allow you the opportunity to change plans (i.e., Blue Million to Blue Choice Select). There may be opportunity to change within the HMO products (Blue Choice Select to Plus) if there is a change from one type of contract (single, two-person, family, family with no spouse) to another.*

### **Medical Opt-Out Program**

The Colleges has established a benefit option that permits all benefits-eligible faculty members to decline coverage in the Colleges' health insurance programs through Excellus and to instead receive a non-benefits-eligible taxable stipend. This benefit is available to all benefits-eligible faculty members provided the faculty member provides proof of health insurance coverage elsewhere.

The option will be offered only during the **annual benefits open enrollment**, held normally during the month of November, and payment of the stipend will be made in the second payroll in the month of January. Stipend amount (2007 = \$650) and payment options will be announced each year during the open enrollment period.

### **Medical Insurance Plans**

The Colleges currently offer six selections of health care plans: Each covers most of the same services; however, the options differ in terms of provider choice, deductibles, and co-pays. Human Resources provides a side-by-side comparison chart which will be given to employees at the time of employment or upon request.

- Blue Million -- Indemnity style plan
- Blue Point 2 -- Point of Service (POS) style plan
- Blue Choice Select -- HMO style plan
- Blue Choice Value-- HMO style plan
- Blue Choice Plus -- HMO style plan with POS benefits
- Preferred Care TriVantage -- HMO style plan

The Colleges pay the cost of a *basic single contract* under **Blue Choice Select** for benefits-eligible faculty member who enroll. If the faculty member enrolls in Blue Million, a higher cost plan, the difference in cost between the Blue Choice Select and the Blue Million single plan is paid for by the administrative

employee. However, if the faculty member **resides outside** the Blue Choice HMO nine-county geographic area (Ontario, Yates, Monroe, Livingston, Seneca, Wayne, Genesee, Orleans and Wyoming counties), the Colleges will pay the full cost of a basic single contract under **Blue Point 2**.

If a *multi-person contract* is desired, the faculty member pays the difference between the cost of the designated (Blue Choice Select and/or Blue Point 2) single premium and the multi-person coverage selected. Multi-person contracts are available for eligible spouses, domestic partners, and/or dependents. Qualified dependents are covered until the age of 26. Certification of familial eligibility under one of the above categories is required.

- **Blue Million - Indemnity Plan**

This traditional insurance provides freedom of choice of how you receive your healthcare. And as a member of a health plan through Excellus, you'll have the security of nationwide coverage when you travel. The level of payment made by the plan depends on the nature of the expense and the amount of out-of-pocket costs incurred by the claimant. After a \$100 per person annual deductible (\$250 family limit), the plan pays 80% of covered *outpatient* expenses until the out-of-pocket maximum of \$600 per employee, which includes the deductible, and co-payment (the 20%) amount is reached. After the out-of-pocket limit is met each year, the plan pays 100% of the expenses for the balance of that year. Co-payments on benefits covered at 50% are not applied to the annual out-of-pocket maximum.

- **Blue Point 2 – POS Plan for in- and out-of-HMO network residents**

This is a point-of-service (POS) plan from EXCELLUS that offers the best features of managed care and indemnity coverage at a lower premium than the traditional indemnity plan previously discussed. That means you get the freedom of choice offered by traditional indemnity insurance and the affordability and preventive care features of an HMO. The plan is ideal for healthy individuals who would like managed care benefits and retain the flexibility of going to any provider while benefiting from lower premiums. And as a member of an EXCELLUS health plan, you'll have the security of nationwide coverage when you travel. Although specialist referrals are necessary for in-network treatments, seeking treatment out of the network is permitted without referral.

- **Blue Choice Select - HMO**

As part of the managed care product family with EXCELLUS, this coverage provides low cost doctor visits, coverage when traveling out of the area, and more. Each participant selects a primary care physician. That physician coordinates all health care for that employee and referrals are required. In addition to standard medical care, routine medical and eye care are also covered. Periodic routine physicals are covered in full, according to the National Medical Specialty recommended schedule.

- **Blue Choice Plus – a HMO Style Plan with POS Benefits**

This is another managed care product from EXCELLUS. It provides even lower premiums than the Select HMO plan previously discussed and some higher out-of-pocket costs. In addition to standard medical care, routine medical and eye care are also covered. The benefit enhancements are coverage for preventative dental services for children – two cleanings per year with a \$15 co-pay, and open access to medical providers. **No specialist referrals are required with this plan.** Seeking treatment out of the network is permitted. Out-of-network benefits will be covered subject to a \$300 (\$750 family) annual deductible and a 25% co-pay.

**Although each participant must select a primary care physician,** individuals retain the flexibility of going to any provider (no specialist referrals) while benefiting from lower premiums.

- **Blue Choice Value – HMO**

This is another product similar to the Blue Choice Select HMO discussed previously. The differences are lower premiums and higher co-payments. Each participant must select a primary care physician. That

physician coordinates all health care for that employee and referrals are required. In addition to standard medical care, routine medical and eye care are also covered.

- **Preferred Care TriVantage Plan - Health Care that Fits the Way You Live:**

Living well means different things to different people, but it always starts with being healthy. TriVantage offers choices that match the way you live, with unique benefits that make it simple and easy to live a healthier life. Whether you choose **Active Lifestyles**, **Family Focus**, or **Healthy Alternatives**, the premium you pay is exactly the same. What changes is the savings on the services you value most:

- Personalized coverage so you pay less for the services you use the most
- Options for alternative therapy coverage, maternity coverage and low-copay eye exams
- Generous coverage for healthy activities beyond standard medical care
- TriVantage subscribers also are eligible for \$50 in HealthDollars to use in 200 on Health and Wellness programs at our 100 HealthPartners locations.

### ***Active Lifestyles***

As a busy individual you can choose to forgo lower copays for sick child doctor visits, which you may not need, in exchange for savings on routine and urgent care services that you use more often. Active Lifestyles is for energetic people of all ages. With very low copays for visits to primary care physicians and gynecologists, emergency care, and routine eye exams, it's ideal for people interested in staying healthy and active

Health and Fitness Club Membership Credit - Members who choose Active Lifestyles can receive up to a \$300 credit toward the cost of an annual membership at any health and fitness club in Preferred Care's nine-county service area! The Active Lifestyles benefits package also offers coverage for up to 12 visits per subscriber each year at 50% off for any combination of routine chiropractic treatments, acupuncture or massage therapy. Please refer to your provider directory to find a qualified provider of one of these services.

### ***Family Focus***

Your growing family can choose to forgo out-of-network coverage that you rarely need, in exchange for lower copays for "sick child" doctor visits that you may need often. Family Focus helps you care for children and keep the whole family healthier. With no copays for pre- and post-natal maternity physician services, hospital maternity delivery services and inpatient care for children under 18, you can see the savings. And with very low copays for visits to primary care physicians and gynecologists, and routine eye exams for children, you'll save even more.

Going beyond standard health care, the plan provides up to a \$300 credit per family during the year toward the following programs, for all covered children in the family:

- Swimming lessons
- Lifeguard training/certification
- Driver's education training

To be eligible for reimbursement, please make sure to use a qualified provider. A qualified provider meets state and local codes and has programs supervised by a degreed and/or nationally recognized professional certified for the program you select. For example, swimming and lifeguard training instructors should be certified through the YMCA or American Red Cross, and Drivers Education instructors must have NYS, AAA, or MV524 certification.

### ***Healthy Alternatives***

Adults with grown children can choose to forgo zero-deductible maternity coverage that you don't need, in exchange for routine care while traveling outside the Rochester area. Healthy Alternatives is for people with the freedom to travel or the desire to seek out alternative therapies. When you're out of Rochester,

this option features 75% coverage for care without a referral, and up to \$25,000 after a \$250 deductible.

Complementary Health Benefits - The Healthy Alternatives benefits package offers coverage for up to 12 visits per subscriber each year at 50% off for any combination of routine chiropractic treatments, acupuncture or massage therapy. Please refer to your provider directory to find a qualified provider of one of these services.

### **Dental Insurance**

The Colleges provide a contributory dental plan through Excellus of the Rochester Area. Participation is voluntary. The plan encourages preventative care and early treatment. The annual deductible is \$50 per individual per year while the maximum annual benefit is \$1,000 per covered individual. The treatment schedule varies by condition.

Faculty members must enroll *within 30 days* of the date of hire or a qualifying change in family status. Coverage is effective the first of the month following the later of the date of hire or the completion of the enrollment forms. An *open enrollment period* is held once each year, usually during the month of November, during which faculty members may enroll in or change coverage with no restrictions. The effective date of change is January 1 of the next calendar year.

Upon termination of employment, options for continuing coverage will be offered in accordance with federal regulations. See page 19 for more information.

For further details of this plan, refer to the Summary Plan Descriptions or to the Office of Human Resources.

### **Income Protection**

The Colleges provide income protection benefits for faculty members through the Sick Days, Short-Term Disability, Salary Continuance, and Long-Term Disability Plans. The Colleges pay the full cost of these benefits for eligible faculty members. Please also refer to the Faculty Classroom Leave Policy on Page 23.

- ***Sick Days***

For the first seven consecutive days of an extended, medically certified illness or injury, which is not work related, the faculty member's regular salary is covered in full. This is a *sick day benefit*. Sick days do not vest and are not paid out at the time of termination.

- ***Short-Term Disability***

The Colleges short-term disability policy covers periods of medically certified illness or injury when the illness or injury is non-work related. The Colleges provide coverage that is consistent with, but exceeds the requirements of New York State Disability Law. Generally, coverage is provided for any certified non-work related illness or injury lasting more than seven calendar days. Payment of benefits begins on the eighth calendar day of medically certified illness or injury and runs for up to a maximum of 26 weeks. An individual may have multiple periods of disability in a 12-month period, subject to certain restrictions, though the sum total of the periods of disability may not exceed 26 weeks in any 12-month period. Payment is 70% of average weekly wages up to a maximum benefit of \$800 per week.

- ***Salary Continuance for periods of Short-Term Disability***

The Colleges also have a salary continuance benefit policy which is comprised of two parts. The first part is a salary makeup benefit to cover the gap between a faculty member's regular salary and the insured benefits. The second part is a salary continuance benefit to cover certain disability periods which fall outside the maximum periods of short-term disability under New York State regulations. In both cases the eligibility for salary continuance ends when the faculty member becomes eligible for long-term disability benefits.

- (1) For periods of extended, medically certified illness or injury which is not work related, beginning with day eight, the Colleges provide all benefits-eligible faculty members with the equivalent of full pay. The Colleges do this by making up the difference between the short-term disability payment (described above), part-time salary within the Colleges (if any), and the faculty member's regular salary for as long as the faculty member is disabled. The maximum benefit period under the salary continuance policy is 26 weeks in any rolling 12-month period. All periods of extended, medically certified illness or injury within the rolling 12-month period will be applied toward the 26 week maximum.
- (2) Additionally, a faculty member may have (a) multiple periods of disability caused by different illnesses and injuries exceeding the 26-week maximum benefit period in any 12-month period or (b) recurring periods of disability from the same or related illness or injury where the periods of disability are separated by more than three months and the total of the multiple periods of disability exceed the 26-week maximum benefit period in any 12-month period. In both of these two instances, the Colleges will provide salary continuance equal to the faculty member's regular full salary or the gap between the faculty members' regular full salary and the part-time salary earned during a period of disability, for the period of short-term disability in excess of the 26-week maximum.
- (3) Upon return to work following the disability period, the faculty member must provide their supervisor with a written statement from their attending physician which may also include any limitations.

Though the paragraphs above are focused on full-time disability, there are also provisions for partial disability. The faculty member must first exhaust seven consecutive sick days and establish a potential long-term disability date in order to be eligible for the benefit. The Office of Human Resources would be glad to meet with anyone concerned with issues of disability to review how disability and salary continuance benefits work.

For the eligible faculty members not working during the non-academic months, the sick day, disability, and salary continuance policies continue across periods of time when classes are not in session. Under New York law, periods during which no work is performed but which are contiguous to a period of active employment and following which there is a presumption of the continuation of active employment, are deemed to be periods of employment for determining periods of disability.

In order to be eligible for any of the above benefits, an individual must file a disability claim with the Office of Human Resources *before* the scheduled procedure begins (where advance knowledge is reasonable) or as soon after the injury or onslaught of illness as possible. If claim forms are not received in a timely fashion, there may be a lag in time between the end of regular salary payments and the start of disability and salary continuance benefit payments. Further, some or all of the benefits described above may be forfeited if the claim form is delayed for too long.

- ***Long-Term Disability***

Long-term disability coverage is effective on the first of the month following the faculty member's date of hire with the Colleges. The Colleges pay the full premium cost of this benefit.

Benefits start the first of the month following a six-month elimination period and continue while the faculty member is disabled, up to age 65, or, depending on age at inception of disability, until age 70. The elimination period is a period of continuous disability, though limited periods of work are allowable within the context of the definition of continuous disability. A period of trial return to work, of less than three months, is not considered a break in a period of continuous disability.

Once a faculty member is on long-term disability, the benefits available under the long-term disability policy are provided to the exclusions of any other compensation or other payments from the Colleges (unless the faculty member is due some compensation for working on a limited basis while receiving long-term disability benefits). The policy also provides a premium waiver provision of the Colleges' life insurance program which provides for a continuation of insurance coverage during periods of long-term

disability.

Tenured faculty who move into long-term disability retain tenured appointment to the Colleges' faculty and may return to their status as full members of the Colleges' faculty, if they so request and are certified by their doctors as able to do so. In that event, the individual will consult with the Dean of Faculty and Provost regarding an appropriate teaching assignment. Faculty whose doctors certify they are able to return to part-time teaching will likewise consult with the Dean of Faculty and Provost regarding an appropriate teaching assignment.

Partial coverage under long-term disability is provided if faculty members are able to return to the workforce on a part-time basis and are earning less than 80% of their regular salaries.

The benefit amount is 60% of base monthly wages up to a maximum benefit of \$7,000 per month. Benefits are reduced by payments received from other sources (Social Security, other Colleges' sponsored disability payments, workers' compensation).

Because the Colleges pay the premiums for the long-term disability, the benefits are taxable to the recipient (under the current tax code). However, social security benefits are not. The combination of the untaxed social security benefits and the after-tax disability benefits begins to approximate the after-tax salary before long-term disability. Faculty members should be aware that this tax information is illustrative only and may not reflect a faculty member's specific circumstances or the status of the tax code at the point in time that benefits are received. Person-specific tax advice needs to come from an appropriate professional and cannot come from the Colleges.

While a faculty member is disabled, the long-term disability plan provides a 10% contribution to the faculty member's TIAA/CREF account as long as the faculty member is enrolled.

The Colleges provide this benefit through coverage under a group insurance policy. For further details of this coverage, refer to the Summary Plan Description or to the Office of Human Resources.

### **Retirement Plan**

The Colleges' retirement plan is administered through Teachers Insurance and Annuity Association/College Retirement Equities Fund (TIAA/CREF). These are tax-deferred, federal and state, annuity plans authorized by Section 403(b) of the Internal Revenue Code. Faculty member participation in the Plan is strongly encouraged. Faculty member contributions can be made either on a before-tax or after-tax basis. Faculty members may change their contributions once each calendar quarter.

***During the first two years of employment***, the faculty member must enroll and contribute at least 5% of gross pay to the plan in order to receive a 5% matching contribution from the Colleges. Both the Colleges' and faculty members' contributions begin on the first of the month following the date of hire or the first any month thereafter provided the appropriate forms have been completed. The individual can contribute additional monies beyond 5% to the extent allowed by law.

***After two years of continuous employment***, beginning on the first of the month following the second anniversary, and as long as the faculty member enrolled in TIAA-CREF, the Colleges will contribute 10% of gross pay on behalf of the faculty member. Continued contributions of 5% by the faculty member after the second anniversary are not required in order to receive the 10% contribution from the Colleges. However, if the 5% contribution option for the first two years is not elected then an affirmative election is required in order to receive the 10% contribution.

The amount faculty members contribute to the retirement plan is subject to annual limits established by the IRS. See discussion of *Tax Law Impacts* below.

This plan does not allow in-service withdrawals or loans. When the faculty member retires, several options are available for eligible withdrawals and/or annuity payments. Upon termination of employment for reasons other than retirement, in most instances, the participant must leave their contributions and

the Colleges' in the Plan until legal retirement age. When contemplating retirement the faculty member must contact TIAA-CREF directly for information regarding his/her retirement/withdrawal options.

- ***TIAA-CREF Supplemental Retirement Annuity (SRA)***

TIAA-CREF also provides an optional Supplemental Retirement Annuity (SRA) for those interested in an additional retirement investment opportunity. This plan is the only plan that permits one to borrow against their account subject to IRS restrictions. Information and enrollment forms for the TIAA-CREF SRA plan may be obtained from the Office of Human Resources.

- ***Other Supplemental Retirement Saving Plans – 403(b)(7)s***

All faculty members, including non-benefits eligible, are also eligible to contribute additional money on a tax deferred basis to retirement plans with the T. Rowe Price Funds, Vanguard Funds, and the Fidelity Group. The Colleges will deduct the amount determined by the faculty member. Such amounts must be within the limits set by law. Contributions to these plans are made on a bi-weekly basis. These plans are 403(b)(7) plans and currently do not allow for any cash withdrawals or loans. Due to the voluntary nature of Fidelity, T. Rowe Price, or Vanguard, no plan documents are required by law. However, marketing information from each of these mutual fund companies is available from the Office of Human Resources.

- ***Tax Law Implications on Retirement Investing***

The Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA) eliminated the Maximum Exclusion Allowance (MEA). (The MEA was the former individual calculations of general limit, B limit, etc.) Each year, the IRS permits deferrals up to certain limited amounts. In 2007, the general deferral limit is \$15,500. In addition, the tax law provides a “catch-up” provision for those 50 years of age or older ( 2007=\$5,000).

For example, effective January 1, 2007, the maximum amount most people are permitted to defer into one or more 403(b) plans is \$15,500 per calendar year. If you are or become 50 years old in 2007, you are permitted to defer an additional \$5,000 a calendar year into your retirement account. Finally, faculty members with over 15 years of service may be permitted to defer an additional \$3,000 a year for a period of no longer than five years. Total possible maximum contribution in 2007 for an individual could be \$23,500.

Elections to take advantage of the 50+ years of age and/or 15 years of service catch-ups, faculty members **must be done each year**. If no election is made then the faculty member's contribution will be limited to the general IRS designated limit (2007=\$15,500). Please contact Human Resources for a “Salary Reduction Agreement” or you may download the form from the HR Forms page on the HR website.

## **Life Insurance**

Life insurance gives a person peace of mind, knowing that there is financial protection for one's family or beneficiary after his or her death. The Colleges provide faculty members with the following group term life insurance programs. Term life insurance is basically death benefit coverage only for a specified period with no cash value, loan value, or other permanent benefit under the policy.

- ***Basic Life Insurance***

The Colleges provide group term life insurance in an amount equal to each faculty member's annual salary rounded to the next thousand up to a maximum coverage of \$200,000. The cost of this coverage is paid by the Colleges.

Coverage under the basic life insurance plan is effective on the date of hire, if the faculty member is actively at work. If not, then it is effective the first day the individual is actively at work. Faculty

members must enroll to be covered.

- ***Supplemental Life Insurance***

The Colleges also provide a contributory supplemental life insurance plan. Participation in this plan is voluntary. Under this plan, faculty members may purchase additional life insurance equal to one, two, three or four times their annual salary. The overall maximum sum of the supplemental life policy is \$450,000.

At the time of hire, faculty members may choose to purchase additional supplemental life insurance coverage equal to one or two times their salary up to a maximum of \$100,000, without providing evidence of insurability. Faculty members may increase their insurance at any time if they provide acceptable evidence of insurability to the carrier. Participants may decrease their coverage as of the first of any month.

- ***Spousal and Dependent Life Insurance***

The faculty member may purchase from a selection of life insurance coverage levels for his or her spouse and/or dependents. Spousal life insurance is available at \$10,000, \$25,000 or 50% of the faculty member's total basic and supplemental life coverage not to exceed \$100,000 (may be required to provide evidence of insurability). Premiums are based on the spouse's age and the faculty member must be enrolled for supplemental life in order to purchase.

Dependent life insurance is available at a guaranteed level of \$4,000 for dependents age 14 days to 19 years of age (23 years if full time student). Premium is a family rated monthly premium of \$.60 regardless of the number of eligible dependents covered. Faculty member must be enrolled with supplemental life in order to purchase. No evidence of insurability will be required at time of hire or during open enrollment.

The Colleges provide this benefit through coverage under a group insurance policy. For further details of this coverage, refer to the Summary Plan Description or to the Office of Human Resources.

- ***Premium Waiver Benefit***

While a faculty member is on full long-term disability, after receiving approval, the premiums for basic and supplemental life insurance are waived and coverage continues without additional payments by the Colleges or the faculty member.

### **Accidental Death and Dismemberment Coverage (AD&D)**

Accidental death and dismemberment insurance provides coverage for death resulting from accidental means. It does not provide benefits for resulting from illness or natural causes. Dismemberment benefits generally cover permanent loss of a body member or function or loss of use of a body member or function.

- ***Basic AD&D***

The Colleges provide accidental death and dismemberment coverage for all faculty members enrolled in the basic life insurance plan. Coverage is equal to the total amount of basic life insurance coverage on the faculty member.

In the case of death due to an accident, the beneficiary receives an amount equal to the faculty member's basic life insurance coverage. This payment is in addition to payment under the life insurance policy. Payment to the faculty member for dismemberment varies based on the nature of the injury.

The Colleges provide this benefit through coverage under a group insurance policy. For further details of this coverage, refer to the contract or contact the Office of Human Resources.

### **Workers' Compensation and Salary Continuance**

Mandated by New York State, workers' compensation coverage is provided for all faculty members of the Colleges, both full- and part-time. Coverage is consistent with the scope of NYS Workers' Compensation Law generally applies to injuries and illness occurring at work and in the course of one's duties. Payment is provided for lost wages once the required waiting period has been satisfied. The benefit under this policy is 2/3 of normal weekly salary or wages up to a maximum benefit of \$400 per week. There is no lifetime maximum payment or maximum duration of disability under this policy.

Individuals compensated under this policy are not eligible for New York State disability coverage for the duration of the workers' compensation claim.

The above is a summary only. Coverage is offered through an insurance policy. A copy of the insurance policy is available for viewing at the Office of Human Resources.

In addition, the Colleges will make up the difference between the payment from workers' compensation and the regular salary for up to a maximum of 26 weeks in any rolling 12-month period. Faculty member's benefits will also continue during this period. Any medical expenses incurred as a result of the illness or injury, including examinations mandated by the Colleges, are generally covered in full. The Colleges pay the full cost of the salary continuance benefit.

<p><b>All injuries that occur while working anywhere on or off campus, while in an official capacity must be reported immediately to the Office of Human Resources.</b></p>
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This applies to any programs off-campus to include the HWS Wm. Scandling, field trips, etc.

### **Tuition Assistance Programs**

Tuition assistance is available to active, benefits-eligible faculty members and, to a varying degree, their legal dependents to obtain one's first baccalaureate degree. This policy applies to faculty and non-union administrative staff. Union benefits are governed by the union contract. Faculty members must contact the Office of Human Resources to complete required paperwork before any payments will be processed under any of the tuition programs. For further details on this benefit, contact the Office of Human Resources.

#### **FACULTY AND NON-UNION ADMINISTRATIVE STAFF HIRED BEFORE JANUARY 1, 1997.**

In all of the following programs, a maximum of four years of under-graduate study or its equivalent will be covered per faculty member, per spouse or domestic partner, or per dependent (legal dependent as defined by the IRS).

- **TUITION REMISSION:** When a spouse or dependent has been admitted as a full-time student at the Colleges, the full value of tuition may be covered under this program. Single courses by a spouse, domestic partner or a dependent may also be covered. Faculty members who take individual courses at the Colleges may have the full value of tuition covered. The faculty members, spouses or domestic partners, and dependents who take courses for credit must contact Admissions and complete the admissions process prior to enrollment.
- **TUITION EXCHANGE:** When an eligible dependent child attends an undergraduate institution, which is a member of the Tuition Exchange Program, some or all tuition costs at that institution may be covered under this plan. Terms and conditions under this plan may vary significantly depending upon the specific institution and the number of spaces the Colleges has available for exchange. Tuition costs will be offset by any other grants, scholarships or awards received by the student.

The faculty member should contact Hobart and William Smith's Financial Aid Office or by visiting the website [www.tuitionexchange.org](http://www.tuitionexchange.org) for a current list of eligible Tuition Exchange schools.

#### **IMPORTANT NOTE REGARDING APPLICATION PROCESS:**

**The HWS faculty member must submit a list of potential exchange schools at least one year in advance prior to the academic year that is to be considered to the Financial Aid Office to reserve a potential tuition exchange scholarship at the desired schools. Submission of this list is not a guarantee that an offer of tuition exchange will be extended.**

**Please contact the Office of Human Resources upon your appointment to discuss this plan in detail especially if your dependent is already enrolled in another institution or is a senior in high school.**

- **TUITION GRANT:** An eligible dependent child, who attends an undergraduate institution on a full-time basis, can receive a grant for up to 40% of the Hobart and William Smith tuition. This grant will only be applied to tuition charges. This 40% tuition grant also applies to tuition costs associated with other educational programs sponsored or approved by the Colleges. Tuition grants will be offset by scholarships, grants, or other awards received by the student if the combined total exceeds the tuition costs of the institution attended. In cases where both parents are faculty members of the Colleges, only one grant will be given per dependent child per academic year.

**Faculty members are required to submit to Human Resources their dependent's tuition billing invoice(s) at the beginning of each semester or term for payment. Payments are not automatic.**

- **TUITION REIMBURSEMENT:** Any faculty member who takes an undergraduate course or courses for credit through any other accredited institution is eligible for reimbursement of tuition costs. The Colleges will reimburse the tuition costs for any course or courses required to complete a first undergraduate degree. Individual courses, that are not required as part of a degree program, must be *job-related\*\** in order to qualify for reimbursement. In either case, approval is required prior to registration for the course(s). Other limitations may apply in accordance with section 127 of the Internal Revenue Code. Documentation of successful completion of the course(s) and tuition costs must be provided before payment will be made.

**\*\* Job-related** - *courses that maintain or improve the faculty member's skills required for one's present position.*

#### **FACULTY AND NON-UNION ADMINISTRATIVE STAFF HIRED ON OR AFTER JANUARY 1, 1997.**

Benefits-eligible faculty members who are on terminal contracts (with the exception of tenure track faculty), short-term assignments, temporary, in grant- funded positions or hired as interns are not eligible to receive benefits under this policy even though they may be eligible to participate in other Colleges' provided benefit programs.

Spouses, domestic partners, and eligible dependents are defined as those certified by the faculty member except that dependents must, in addition to certification requirements, be unmarried and under the age of 25.

In all of the tuition programs the attainment of a first baccalaureate degree or the equivalent of four years of undergraduate study (whichever occurs first) will be the maximum benefit allowable under this policy. In all cases benefits will only be approved if the dependent or spouse does not already possess a baccalaureate degree. For purposes of Tuition Exchange and Grants, benefits will be limited to a combined total of three (3) dependent children per family.

Applications for state and federal financial aid must be filed and proof of aid granted supplied before benefits will be paid under any of the following programs. Benefits paid under all programs will be offset by federal/state financial aid, scholarships, grants and other awards received by the dependent child, spouse or faculty member. This provision does not include an offset for loan programs.

Approval from the Office of Human Resources must be obtained prior to the start of the period for which any kind of assistance is requested. Courses must be taken for credit in order to qualify for coverage under this policy.

- **TUITION REMISSION:** A spouse, domestic partner or dependent child who has been admitted as a student at the Colleges may have the full value of tuition covered. A bachelor's degree or the equivalent of four years of undergraduate study (whichever occurs first) will be the maximum coverage. Faculty members who take courses at the Colleges, and who are eligible under this policy, may also have the value of tuition covered. Faculty members are limited to one full-credit course per term subject to approval of their supervisor. Time spent in class by staff during the normal work day must be made up in the same week as incurred or must be charged to vacation. Remission excludes fees for Teachers' Certification, off-campus programming and other course fees.
- **TUITION EXCHANGE:** After one year of service is completed by the faculty member, a benefits-eligible dependent child who attends an undergraduate institution which is a member of the Tuition Exchange Program and who does not possess an undergraduate degree, may have some or all of the tuition costs covered under this plan. When an eligible dependent child attends an undergraduate institution, which is a member of the Tuition Exchange Program, some or all tuition costs at that institution may be covered under this plan.

Terms and conditions under this plan may vary significantly depending upon the specific institution and the number of spaces the Colleges has available for exchange. Tuition costs will be offset by any other grants, scholarships or awards received by the student.

The faculty member should contact Hobart and William Smith's Financial Aid Office or by visiting the website [www.tuitionexchange.org](http://www.tuitionexchange.org) for a current list of eligible Tuition Exchange schools.

#### **IMPORTANT NOTE REGARDING APPLICATION PROCESS:**

**The HWS faculty member must submit a list of potential exchange schools at least one year in advance prior to the academic year that is to be considered to the Financial Aid Office to reserve a potential tuition exchange scholarship at the desired schools. Submission of this list is not a guarantee that an offer of tuition exchange will be extended.**

**Please contact the Office of Human Resources upon your appointment to discuss this plan in detail especially if your dependent is already enrolled in another institution or is a senior in high school.**

- **TUITION GRANT:** An eligible dependent child will be able to receive a maximum grant of up to 40% of the Colleges' current tuition to attend another institution. A bachelor's degree or the equivalent, or the equivalent of four years of undergraduate study (whichever occurs first) will be the maximum coverage.

Payment will be a percentage of the maximum grant amount based on years of benefits-eligible service as shown in the table below. Grants are awarded on a pro-rata basis across the yearly academic calendar (1/2 maximum eligible amount per semester, 1/3 per term, or 1/4 per quarter). The grant may not exceed the tuition charge of the institution attended. Tuition grant benefits may also apply to tuition costs associated with other educational programs sponsored or approved by the Colleges but may not be used for room, board, books and other non-tuition charges.

20%	Beginning of third year of service
40%	Beginning of fourth year of service
60%	Beginning of fifth year of service
80%	Beginning of sixth year of service
100%	Beginning of seventh year of service and continuing thereafter

In cases where both parents are faculty members of the Colleges only one grant will be given per dependent child per year. The percentage calculation will be based on the parent with the longest benefits-eligible service under this policy. Tuition grants will be offset by scholarships, grants, or other awards received by the student if the combined total exceeds the tuition costs of the institution attended.

For example in 2007-08 the eligible dependent of an administrative member in their third year of service is eligible for up to \$2,857.60. This is a maximum grant of \$1,428.80 per semester or \$952.87 per trimester. Offsets for federal and state scholarships would be made, if applicable.

$$\$35,720 * .4 = \$14,288 * .2 = \$2,857.60$$

$$\$2,858.60 / 2 = \$1,428.80$$

$$\$2,858.60 / 3 = \$ 952.87$$

**Faculty members are required to submit to Human Resources their dependent's tuition billing invoice(s) at the beginning of each semester or term for payment. Payments are not automatic.**

- **TUITION REIMBURSEMENT:** A faculty member who takes an undergraduate course or courses for credit through any other accredited institution is eligible for reimbursement of tuition costs. The Colleges will reimburse the tuition costs for any course or courses required to complete a first undergraduate degree. Individual courses that are not required as part of a degree program may be taken but they must be *job-related\*\** in order to qualify for reimbursement. Other limitations may apply in accordance with section 127 of the Internal Revenue Code. Documentation of successful completion of the course(s) and tuition costs must be provided before payment will be made. Faculty members taking courses on a reimbursement basis must get approval from the Office of Human Resources prior to registering for the course(s).

**\*\* Job-related** – courses that maintain or improve the faculty member's skills required for one's present position.

**Grandfather clause:** In applying any portion of this policy, all faculty and faculty members hired prior to January 1, 1997, and who maintain continuous appointment (faculty) or employment (staff) with the Colleges up to and through the period tuition benefits are requested and provided, will be eligible for the benefits outlined in the preceding statement of tuition benefit policy.

#### **TERMINATION OF TUITION BENEFITS**

In the event that the faculty member is no longer actively employed or loses benefits eligibility, benefits under any and all of the above programs will be continued as follows:

- **Death of the faculty member** - tuition remission benefits for eligible dependents of faculty members with more than 15 years of service will continue after the death of the faculty member until the eligible dependent reaches age 25. Eligibility will be determined according to the policies above except that dependent status will be understood as dependent status as of the time of the death of the faculty member, not the time of the request for Tuition Remission. All other eligibility requirements described above (for example, as appropriate: age, number of eligible dependents per family, marital status, educational achievement) are unchanged and are evaluated as of the time of application for tuition benefits. For dependents of faculty members with 15 or fewer years of service at the time of death, tuition remission benefits for dependents will cease as of the end of the approved tuition period (academic year, term semester, course) in which death occurs. Tuition grant and tuition exchange benefits for dependents of all faculty members cease as of the end of the approved tuition period. For spouses and domestic partners of deceased faculty members, all tuition benefits stop as of the end of the approved tuition period.
- **Voluntary termination or discharge for misconduct** - benefits will stop as of the date of termination of employment. In the case of grant or exchange benefits already paid to other institutions, the faculty member will be responsible for repaying the benefits provided from the date of

termination through the end of the approved tuition period.

- **Involuntary termination or loss of benefits eligibility** - benefits will stop as of the end of the approved tuition period unless specified under a separate agreement with the Colleges.

### **Flexible Benefits Plan**

This program enables faculty members to lower state, federal and social security taxes by paying for certain kinds of expenses with money deducted from their pay on a pre-tax basis. The program is comprised of three separate features:

- **Pre-tax Premium** - Any faculty member who contributes to the cost of a Colleges' sponsored health and/or dental insurance plans will have their contribution deducted from their pay on a pre-tax basis, tax law permitting. These deductions will be automatic and begin upon enrollment or the date a faculty member contribution is required. Faculty members who wish to contribute on an after-tax basis must contact the Office of Human Resources and complete paperwork.
- **Medical/Dental/Vision Spending Account** - Money contributed to this account can be used to reimburse eligible health care expenses not covered by other insurance policies sponsored by the Colleges. Expenses like optical care, dental care, routine physicals, plan deductible and co-payments are examples of items that may be reimbursed. Expenses which are not covered by a spouse's policy are also eligible to be covered by this account. The faculty member must fill out new flex forms each fall to qualify for the following calendar year.
- **Dependent Care Spending Account** - Up to an annual maximum of \$5,000 can be contributed to this account to reimburse eligible dependent care expenses. Expenses for dependent children (up to age 13) or for older, disabled dependents can be covered under this plan provided the dependent is claimed as a dependent for tax purposes and the expense is necessary for the faculty member or spouse to work. The faculty member must fill out new flex forms each fall to qualify for the following calendar year.

**This program is set up in accordance with IRC section 125, therefore any monies set aside for medical / dental / vision or for dependent care, and unspent as of the end of the year, are forfeited. Great care must be taken in budgeting the amount for these accounts.**

### **Employee Assistance Program (EAP)**

The Colleges provide confidential referral services to benefits eligible faculty members and their eligible dependents by the Family Counseling Services of the Finger Lakes, Inc., at one of five area locations. The first three visits by a faculty member or his or her eligible dependents are covered in full by the Colleges. Thereafter, fees are based on a sliding scale or may be covered by the health insurance plan. Participants' right to privacy is fully protected by law and the Colleges' EAP policy. Faculty members may contact the EAP @ 315: 789-2613, or the Office of Human Resources for related literature.

### **Your Rights Under ERISA**

As a participant in any of the Colleges' benefit plans described in this publication, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

- Receive information about your plan and benefits.
- Examine, without charge, at the plan administrator's office, and at other specified worksites, all plan documents — including pertinent insurance contracts, trust agreements, collective bargaining agreements, annual reports, and other documents filed with the Internal Revenue Service or the U.S. Department of Labor, and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

- Obtain copies of all plan documents and other plan information, including insurance contracts and collective bargaining agreements, and copies of the latest annual report, and updated summary plan description, by writing to the plan administrator. The plan administrator may make a reasonable charge for copies.
- Receive a summary annual report of the plan's financial activities. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

### Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your 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 a plan benefit or exercising your rights under ERISA.

### Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan, and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the plan administrator.

If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that 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.

### Assistance With Your Questions

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Pension and Welfare Benefits Administration, U. S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits 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 Pension and Welfare Benefits Administration.

### Benefits Continuation

#### **For Health and Dental Insurances, and Flexible Spending Accounts**

#### **Colleges of the Seneca, Inc. Health and Dental Plan - Notice of Continuation Coverage Rights**

Under the Federal Consolidated Omnibus Budget Act of 1986 (COBRA), most employers sponsoring group health plans are required to offer persons covered under the plans the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where

coverage would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of the law. You, your spouse and your dependents should take the time to read this notice carefully.

If you are covered by Colleges of the Seneca, Inc. Health and Dental Plan (the “Plan”) because you provide services to Hobart and William Smith Colleges, you have a right to choose continuation coverage if your coverage ends because of a reduction in your hours of service or termination of your service (for reasons other than gross misconduct on your part).

If you are the spouse of a person providing services to Hobart and William Smith Colleges and you are covered by the Plan, you have the right to continuation coverage for yourself if you lose regular coverage for any of the following four reasons:

- (1) the death of your spouse;
- (2) a termination of your spouse’s service (for reasons other than gross misconduct) or reduction in your spouse’s hours of service;
- (3) divorce or legal separation from your spouse; or
- (4) your spouse becomes entitled to Medicare benefits.

If you are the dependent child of a person providing services to Hobart and William Smith Colleges and you are covered by the Plan, you have the right to continuation coverage for yourself if you lose regular coverage for any of the following five reasons:

- (1) the death of your parent;
- (2) the termination of your parent’s service (for reasons other than gross misconduct) or reduction in your parent’s hours of service;
- (3) your parents’ divorce or legal separation;
- (4) your parent becomes entitled to Medicare benefits; or
- (5) you cease to be a “dependent child” under the Plan.

If Hobart and William Smith Colleges is the subject of bankruptcy proceedings and you are a retiree of Hobart and William Smith Colleges, or a spouse or dependent child of a retiree covered under the Plan, you also have the right to continuation coverage.

Under the law, a person providing services to Hobart and William Smith Colleges and family members have the responsibility to inform Hobart and William Smith Colleges of a divorce, legal separation, or loss of dependent status under the Plan within 60 days after the event. When Hobart and William Smith Colleges are notified that one of these events has happened, or when one of the other events listed above occurs (e.g., the faculty member’s death, termination, reduction in hours of employment, or Medicare entitlement), Hobart and William Smith Colleges will in turn notify you of your right to choose continuation coverage. Under the law, you then have at least 60 days to inform Hobart and William Smith Colleges that you want continuation coverage.

If you do not choose continuation coverage on a timely basis, your group health insurance coverage will end.

If you choose continuation coverage, Hobart and William Smith Colleges are required to give you coverage, which is identical to the coverage provided under the Plan to similarly situated faculty members or family members. The law requires that you be afforded the opportunity to maintain continuation coverage for three years, except in the case of the bankruptcy of Hobart and William Smith Colleges and when regular coverage is lost because of termination of service or reduction in hours.

In the case of bankruptcy, a retiree must be offered continuation coverage for life if that retiree has lost his/her coverage within one year before or after the date of commencement of the bankruptcy proceeding. The spouse and dependent child of a retiree must be offered continuation coverage through the date three years after the retiree’s death.

In the case of termination of service or reduction in hours, continuation coverage must be offered for a period of 18 months unless you (or another Qualified Beneficiary) are determined to be disabled under the Social Security Act as of the date your continuation coverage begins or within the first 60 days thereafter, in which case continuation coverage must be offered for up to 29 months if you notify Hobart and William Smith Colleges of the determination of disability within the first 18 months of continuation coverage and within 60 days after the determination. (After 18 months your continuation coverage can end if you (or another Qualified Beneficiary) are no longer disabled.) In addition, if during this period of continuation coverage, another event occurs which would have entitled you to three years of continuation coverage (such as death, divorce, legal separation, or Medicare entitlement), then you will be afforded the opportunity to maintain continuation coverage for up to a total of three years after the original termination of service or reduction in hours.

The law also provides that your continuation coverage may be cut short for any of the following reasons:

- (1) Hobart and William Smith Colleges no longer provides group health coverage to any of its faculty members;
- (2) the cost of your continuation coverage is not timely paid;
- (3) you become covered under another group health plan (as a faculty member or otherwise) with no exclusions or limitations for pre-existing medical conditions which apply to you; or
- (4) you become entitled to Medicare (unless you are a retiree, or spouse or dependent of a retiree, entitled to coverage because of bankruptcy).

You do not have to provide evidence that you are in good health to choose continuation coverage. However, under the law, you will have to pay the cost of your continuation coverage. Further, under certain circumstances when coverage ends, you may be allowed to enroll in individual health coverage for an increased premium. Before coverage ends, you should contact your plan administrator or insurance carrier to ascertain if you are eligible for such coverage.

If you are the covered faculty member and you have a dependent child born to you or placed for adoption with you while you are receiving continuation coverage, you may expand the coverage to include the dependent child by notifying Hobart and William Smith Colleges and paying whatever additional premium may be required.

Please note that continuation coverage is provided subject to your eligibility for coverage. Hobart and William Smith Colleges reserves the right to terminate your continuation coverage retroactively if you are determined to be ineligible.

If you have any questions about the law, please contact Hobart and William Smith Colleges at the Office of Human Resources, 337 Pulteney Street, Geneva, New York 14456. Also, if you have changed marital status, or if your address or your spouse's address has changed or changes sometime in the future, please notify Hobart and William Smith Colleges.

## **PAYROLL INFORMATION**

### **Salary Payments and Direct Deposit**

Faculty members have academic-year appointments but are paid over a 12-month period (July 1 – June 30). Any faculty member who leaves his or her employment prior to the end of the fall semester, may be required to reimburse the Colleges for the amount of the salary prepaid to him or her during the summer (prior to the start of the academic year).

Faculty members are paid on Fridays on a bi-weekly basis or 26 pay periods during the year. In most cases, faculty member contributions for benefits are taken out of 24 paychecks per year (or two paychecks per month). Faculty member contributions for retirement savings plans, flexible spending accounts and

bank savings plans are deducted from each pay.

Payroll checks can be directly deposited into the faculty member's checking or savings account on the scheduled payday. With electronic payroll processing, the Colleges can make the direct deposit to almost any domestic bank or credit union. Faculty members must provide the number of their account (including the ABA #) to initiate the direct deposit process. This process can be started or stopped any time. A maximum of two accounts can be in operation at any one time. To set up a direct deposit account faculty members must contact the Office of Human Resources.

### **Mandated Taxes**

- *Federal and State Taxes*

The Colleges are obligated to deduct required federal and state withholding taxes from a faculty member's wages in accordance with how the employee designates on the appropriate withholding forms.

- *Social Security and Medicare*

Social Security is a program sponsored by the Federal Government which provides income to retirees, disabled persons, or dependent of disabled and deceased persons. Social Security tax is subject to an annual income limit. Medicare tax is not subject to any income limits.

The Colleges are required by law to make deduction for Social Security and Medicare. In addition, the Colleges contribute funds to these programs, as required by law, i.e., for every dollar an employee puts into Social Security and Medicare, the Colleges match a dollar.

### **Income Tax and FICA Withholding Policy for Non-U.S. Nationals**

When individuals who are citizens of countries other than the United States are hired by the Colleges, the following process will be used:

1. The Payroll Department will apply the substantial presence test to determine if the faculty member should be taxed as a resident or non-resident of the United States.
2. If the determination is made that the foreign faculty member is to be taxed as a U.S. citizen, the faculty member will complete the proper federal and state tax withholding forms and withholding of federal and state taxes will occur accordingly.
3. If the determination is made that the foreign faculty member is to be taxed as a "non-resident alien", the Payroll Department will follow the taxation guidelines based on the faculty member's permanent country of residence. In some instances a tax treaty may exist between the faculty member's country and the U.S. which may allow different federal and state withholding than for U.S. citizens. If a tax treaty does not exist, the Colleges are subject to withhold federal taxes according to the IRS regulations for non-resident employees.
4. FICA and Medicare taxes may or may not be withheld from the faculty member's pay, according to their work visa status.

Faculty members who are not United States nationals are required to obtain a Social Security number for purposes of identification and record keeping. Assistance in obtaining the number is given by the Office of Human Resources.

### **Garnishments**

State and federal authorities may cause a legal summons to be served at a faculty member's work location to garnish the faculty member's salary to satisfy payment of taxes, delinquencies from creditors, or child support enforcement. The Colleges are obligated to make the appropriate deductions and arrange for payment to the garnishing agency until the garnishment is satisfied.

## **Form W-2**

The W-2 Form is issued by January 31<sup>st</sup> to the faculty members in the same manner that they receive their biweekly paycheck. Please make sure that your current address within Human Resources records is correct.

## **PAID TIME OFF BENEFITS**

### **Jury Duty**

Faculty members called to serve as jurors will have their regular pay continued during the period of service. A copy of the initial summons and evidence of the dates of service must be provided to the Office of Human Resources. Faculty members are asked to try to defer jury service to times, which will not conflict with the academic year.

### **Bereavement**

Time off due to the death of a close family member may be granted by your supervisor. A close family member is defined as parent, spouse, domestic partner, child, brother, sister, grandchild, grandparent, mother/father/sister/brother-in-law, daughter/son-in-law, and step or foster children/parents. Up to three days with pay will be given for the above situations. Requests for additional time will be addressed on an individual basis with the Provost and the Office of Human Resources.

## **LEAVES OF ABSENCE**

### **Faculty Classroom Leave Policy**

In the case of a faculty member whose short- or long-term medical disability leave interferes with teaching assignments by preventing the faculty member's presence in the classroom, the following policy has been adopted:

Faculty continue to be compensated in accordance with and for the periods set forth in policy described in the workers' compensation benefits and salary continuance section, the sick day, short-term disability (NYS) and salary continuance section, the longer disability coverage section, and the family medical leave policy sections of this handbook, as applicable. If a period of medical disability, such as maternity, prevents a faculty member from being in the classroom more than three consecutive weeks at the beginning or end of a term, then that professor will meet with the Provost to make appropriate arrangements for release from their classroom responsibilities for the term. In such circumstances, once the attending physician certifies that the period of disability is over and the patient may return to work, the faculty member will return to normal academic duties other than teaching for the remainder of the term, and such return to duties will be compensated at full pay. The Provost and the professor will prepare a written description of the nature of those duties. If, however, the faculty member opts not to return to normal academic duties other than teaching, the remainder of the term may be taken as a leave without pay. Arrangements will be structured in such a way that no more than one full-term is carried at full pay under the above procedure. This policy does not apply to non-benefits-eligible faculty members or to temporarily appointed benefits-eligible faculty in their initial year of appointment.

No faculty member is required to take a leave of absence under the provisions of this section.

### **Family and Medical Leave Policy**

The Colleges have adopted this policy pursuant to the Family and Medical Leave Act (FMLA) of 1993. The Colleges intend this policy to provide its faculty and staff with family and medical leave benefits consistent with the final regulations issued by the United States Department of Labor, effective April 6, 1995.

The Colleges intend this policy to summarize both employer and faculty member rights and responsibilities under the FMLA. Faculty and staff with specific questions regarding this policy should contact the Office of Human Resources.

**ELIGIBILITY REQUIREMENTS:** Faculty and staff must meet the following criteria to qualify for FMLA leave:

- A minimum of 12 months of service as a faculty member of the Colleges and a minimum of 1,250 hours worked during the 12-month period immediately preceding the first day of leave;
- For faculty, a minimum of 12 months elapsed time of service within which an individual has completed four or more course equivalents. (This provision is intended to provide an alternate route for access to FMLA for faculty. This provision does not supersede the right to FMLA for faculty who qualify under the first bullet above.)

**REASONS FOR LEAVE:** The FMLA entitles a faculty member to unpaid leave for any of the following reasons (see the definition of terms — italicized words or phrases — in the DEFINITIONS section):

- Birth of the faculty member's *son or daughter*, or the placement with the faculty member of a son or daughter for adoption or foster care;
- To care for the faculty member's *spouse, son, daughter, or parent* who has a *serious health condition*; and
- The faculty member's *serious health condition* renders the faculty member unable to perform the functions of his or her job. Most serious health conditions also qualify as disability under the Colleges' disability policy. A faculty member's 12-week leave entitlement will run concurrently with any sick pay, disability, or workers' compensation absence due to a condition that qualifies as a *serious health condition*.

**REQUEST FOR LEAVE:** When the need for leave is foreseeable, the faculty or staff member must provide 30 days written notice to the Office of Human Resources. If that faculty or staff member fails to give notice of foreseeable leave, the Colleges may deny leave until 30 days from the day on which the Colleges receives notice.

If the need for leave is not foreseeable, the faculty or staff member must provide the Colleges with as much notice as practical (usually within one or two working days of learning of the need for leave).

When scheduling medical treatment, faculty and staff must consult with the Colleges and make a reasonable effort to schedule leave in a manner that does not unduly disrupt the Colleges' operations. The Colleges may require periodic updates during the leave period regarding a faculty member's status and intent to return to work. Where a foreseeable change in circumstances occurs during the leave period, and the change affects the amount of leave which a faculty member will require, the faculty member must provide the Colleges with reasonable notice of the change.

**MEDICAL CERTIFICATION:** The Colleges may require a faculty or staff member to support a request for leave due to the faculty member's serious health condition by submitting a medical certification by their health care provider.

In addition, the Colleges may also require a medical certification when a faculty or staff member requests leave to care for a spouse, son, daughter or parent with a serious health condition. If the Colleges question the adequacy of the medical certification provided by the faculty member, the Colleges may require the faculty member to obtain a second and/or third medical certification. The Colleges will bear the expenses associated with additional medical certifications. Conflicts among medical certifications will be resolved according to the procedures detailed in the final regulations issued by the United States Department of Labor.

When possible, a faculty or staff member must submit a required medical certification before his /her leave commences. If not possible or if the faculty member's leave has already commenced, the faculty member must submit a required medical certification within 15 calendar days of the Colleges' request.

All faculty members must submit any required medical certification on a Medical Certification Form provided by the Colleges. Faculty members may obtain these forms from the Office of Human Resources.

When returning from leave due to the faculty member's serious health condition, the Colleges may require a faculty member to submit a "fitness-for-duty" medical certification pursuant to a uniform policy or practice applied to all similarly-situated faculty members.

**DURATION OF LEAVE:** The FMLA entitles a faculty member to 12 weeks of unpaid leave during any 12-month period for qualifying reasons.

A husband and wife who both work for the Colleges may only take a combined 12 weeks of leave for the birth of a son or daughter, or placement with the husband and wife of a son or daughter for adoption or foster care.

The Colleges have adopted a "rolling" 12-month period for purposes of determining the number of weeks of leave to which a faculty or staff member is entitled. Under this method, the Colleges look at the 12-month period immediately preceding the first day of requested leave to determine the amount of leave which a faculty member has used.

When medically necessary, a faculty or staff member may take leave intermittently or on a reduced leave schedule. The Colleges may temporarily transfer a faculty member on an intermittent or reduced leave schedule to an available alternative position, with equivalent pay and benefits, which better accommodates the leave.

When a faculty member seeks intermittent or reduced schedule leave to care for a son or daughter after birth or placement with the faculty member for adoption or foster care, the faculty member must obtain the Colleges' approval.

A faculty member's 12-week leave entitlement will run concurrently with any sick pay, disability, or workers' compensation absence due to a condition that qualifies as a *serious health condition*.

**COMPENSATION DURING LEAVE:** The FMLA entitles a faculty or staff member to 12 weeks of unpaid leave during any 12-month period. However, faculty members must use all available paid vacation (staff only), personal (staff only), sick, disability and workers' compensation time (until exhausted) concurrently with any qualified leave period. Note that, faculty members may not use sick time concurrently with FMLA leave taken to care for a spouse, son, daughter or parent with a serious health condition. When a faculty member has exhausted all available paid vacation, personal, sick, disability and workers' compensation time, the faculty member will not receive compensation for the remainder of the leave period.

Faculty and staff members will not lose previously accrued benefits or seniority (union only) or position in the faculty step and sabbatic accrual systems while on leave. Time accrued toward retention and promotion decisions is as described for faculty generally, as found in the *Faculty Handbook* (Part II, B.2). However, benefits such as staff vacation time and hourly faculty members' sick time *do not* accrue during faculty members' unpaid leave periods.

During any period of leave, the Colleges will continue a faculty member's health benefits at the same level and under the same conditions as if the faculty member were actively working. A faculty member must continue to pay any portion of their health insurance premium, which the Colleges required prior to the leave, by the 1st day of each month. The Colleges may terminate a faculty member's health insurance coverage if a faculty member's premium payment is more than 30 days late. If a faculty member's health insurance has been terminated for failure to pay premiums while on leave, the Colleges will immediately reinstate the faculty member's health insurance upon the faculty member's return to work. If the faculty member fails to return at the end of his or her leave period, the employer may, under certain circumstances, recover from the faculty member the costs incurred to maintain the faculty member's health insurance during the leave period.

**RETURN FROM LEAVE:** A faculty or staff member returning from leave has no greater right to reinstatement or other terms and conditions of employment than if the faculty member had been continuously working

during their leave period. If the faculty member would have otherwise been employed at the time of reinstatement, the Colleges will return a faculty member to their position, or a position with equivalent pay and benefits, at the end of any qualified leave. The Colleges may deny reinstatement to any *key faculty member* when necessary to prevent substantial and grievous economic injury to the Colleges.

If the Colleges require a "fitness-for-duty" medical certification, the Colleges may deny reinstatement until the faculty member provides the certification.

A faculty or staff member must provide the Colleges with reasonable notice of any foreseeable change in circumstances which permits the faculty member to return to work before the end of the requested leave period. Faculty should be aware that the provisions of the Faculty Course Release Policy will not necessarily apply to return from a leave under FMLA.

**REASONABLE ACCOMMODATION AND EXTENDED LEAVE:** Most serious health conditions experienced by faculty members are also disabilities for purposes of the Americans with Disabilities Act and the Colleges' disability policies.

The Colleges will, upon request, and may on their own initiative, attempt to reasonably accommodate any faculty members with a disability to enable the faculty member to continue to perform the essential functions of their job. Any such accommodation must be medically necessary and effective, and must not create an undue hardship for the Colleges.

An extended leave of absence (beyond the 12 weeks permitted under the Colleges' FMLA policy) may, in some instances, be a reasonable accommodation. A faculty member desiring such leave must consult with, and obtain approval from, the Provost (faculty) or the Office of Human Resources (staff). The terms of such leave, including return from leave, will be established by the Colleges at the time when such leave is granted.

**DEFINITIONS:** The following definitions apply to the provisions of this policy.

- *Health Care Provider* - a doctor of medicine, doctor of osteopathy, podiatrist, dentist, clinical psychologist, optometrist, chiropractor, nurse practitioner, nurse-midwife, clinical social worker, Christian Science practitioner, or other health care provider accepted by the Colleges' health insurance plan, and a health care provider who is licensed in another country (only if the faculty member receives treatment in the country in which the provider is licensed).
- *Key Faculty member* - a salaried FMLA-eligible faculty member who is among the highest paid 10% of all the faculty members employed within 75 miles of the faculty member's work site.
- *Leave* - an absence from work taken for a reason described under Reasons For Leave Section of this policy.
- *Parent* - a biological parent or an individual who stands or stood *in loco parentis* to a faculty member when the faculty member was a son or daughter (does not include parents "in law").
- *Serious Health Condition* - an illness, injury, impairment, or physical or mental condition that involves:
  - (1) Inpatient care; or
  - (2) Continuing treatment by a health care provider involving:
    - (a) A period of incapacity of more than three consecutive days;
    - (b) Any period of incapacity due to pregnancy, or for prenatal care;
    - (c) Any period of incapacity due to a chronic serious health condition;
    - (d) A permanent or long-term incapacity due to a condition for which treatment may not be effective; or
    - (e) A period of absence to receive multiple treatments for restorative surgery for a condition that would likely result in incapacity of more than three days in the absence of treatment.

In addition to those serious health conditions which are covered by disability, the Family Medical Leave Act designates as serious health conditions certain illnesses or conditions which are not normally covered by disability.

- *Son or Daughter* - a biological, adopted, or foster child, a stepchild, legal ward, or a child of a person standing in loco parentis, who is either age 18 or under, or who is over age 18 *and* is incapable of self-care because of a mental or physical disability.
- *Spouse* - a husband or wife or a domestic partner as defined by the Colleges.

<b>IMPORTANT INFORMATION</b>
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**The Jeanne Clery Act**

In accordance with the Jeanne Clery Act, a copy of the annual campus crime report is available by calling the Security Department at 315-781-3656 during normal business hours of 8:00 a.m. to 4:30 p.m., Monday through Friday.

**Drug-Free Workplace**

Hobart and William Smith Colleges are committed to maintaining a drug-free workplace. The health hazards of drug use and the negative effects on job performance are well known. In accordance with the Drug-Free Workplace Act of 1988, the Colleges prohibit the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance on all Colleges-owned or -controlled property or while conducting business of the Colleges off campus.

Sanctions for Violation or Non-Compliance

Corrective action in accord with the applicable provisions of the *Faculty Handbook*, or the Colleges' personnel policies, the collective bargaining agreement, or this handbook may be imposed within 30 calendar days of notice, on any faculty, administrator, staff member, or student employee who is found to be in violation of any provision of this policy. In addition, or as an alternative, an employee or student employee found to be in violation of this policy may be required to participate satisfactorily in a drug abuse assistance or rehabilitation program.

Compliance as a Condition of Employment

Compliance with the provisions of this policy shall be a condition of employment at the Colleges.

Employee Obligation for Notification of Conviction

In compliance with federal law, any faculty member, administrator, staff member, or student employee convicted of violating any criminal drug statute for activity which occurred on Colleges-owned or -controlled property is required to notify the Colleges within five calendar days after the conviction. A faculty, administrative, or staff member shall notify the Office of Human Resources. A student employee shall notify his or her dean.

Employer Obligation for Notification

The Colleges are obligated to notify the appropriate federal contracting or granting agency, if applicable, within 10 calendar days after receiving notice of an employee conviction under paragraph 3 above. An academic officer, supervisor, or dean who receives notification of a conviction under paragraph three above shall immediately inform the Office of Human Resources in writing so that in those cases where a convicted employee is engaged in the performance of a federal grant or contract, the appropriate federal agency can be notified.

Maintenance of a Drug-Free Workplace

The Colleges' good-faith efforts to maintain a drug-free workplace will include provision of ongoing drug awareness educational programs, dissemination of this policy to all faculty, administration, staff, and student employees, and strict enforcement of its policy. The Office of Human Resources will work with the Colleges' Employee Assistance Program to offer drug education and awareness programs for employees. The Colleges' Health Center, Counseling Center, and the Office of Alcohol and Other Drug Programs will continue to offer such programs for students. Other campus organizations may also provide such programs

for the Colleges community. Faculty and administrative staff members, and student employees are expected to avail themselves of these programs.

### **Smoking Policy**

As the percentage of smokers in the population has dropped, demands of non-smokers to enjoy a smoke-free environment have increased. Reliable studies have demonstrated that secondhand smoke is a significant health hazard. The following policy is established to ensure compliance by the Colleges with local laws, in particular New York State Law, and to ensure that members of the Colleges community are protected from undue risk.

**Smoking is prohibited** in all student residences, as well as in all indoor common space, where no person shall smoke or carry a lighted cigarette, cigar, pipe, or any other form of smoking object. Non-smoking areas include, but are not limited to gymnasiums, restrooms, elevators, stairwells, waiting rooms or waiting areas, the swimming pool area, hallways, classrooms, conference or meeting rooms, lecture halls, the Health Center, enclosed work areas containing more than one person, enclosed offices for one person that receive frequent visitors, areas used by more than one person, such as areas containing supplies, photocopying equipment, lounges, the Library, the College Store, the Post Office, the Cellar Pub, the Chapel, Comstock Dining Room and the Commons.

### **Publication Subvention Loan Plan for Junior Faculty**

#### **PROGRAM GUIDELINES**

**Purpose:** The purpose of this program is to provide a mechanism for eligible, tenure-track faculty at Hobart and William Smith Colleges to receive support for monograph or article publication subvention. This plan is effective June 1, 2006.

#### **Subvention Requirements:**

##### Eligibility

- The faculty member must hold a tenure-track faculty appointment; tenured faculty are not eligible.
- The faculty member must present to the Provost a signed publication commitment with an approved publisher.
- Subvention applications must be approved by the Provost as indicated by her signature on the Subvention Eligibility Form.

##### Loan:

- Terms and Conditions:
- Interest free loan.
- Term of the loan not to exceed 24 months.
- \$3,000 maximum loan amount per subvention support request.
- Upon repayment of loan, the faculty member may reapply.

#### **Repayment of Loan:**

- ONLY through payroll deduction. Note: deductions are taken over 26-pay periods per year with a maximum repayment schedule of 2 years. Payroll deduction is to begin immediately following the issuance of the loan check.
- If a faculty member leaves his or her employ of the Colleges within the loan period, full payment of the remaining balance is due prior to his/her resignation/termination.
- Arrangements for repayment must be made with the Business Office.
- Personal Credit Card/Check/Cash – The faculty may pay for subvention on their personal credit card or personal check and must submit a copy of the receipt for this expenditure to the Business Office. Contact the Human Resources Office for required Subvention Eligibility Form and to receive the Subvention Loan Agreement.

NOTE: The Colleges are not responsible for any aspect of the publication, sale or distribution of

the publication to be supported.

The applicant will need to contact Human Resources at ext. 3312 for the following forms:

Subvention Eligibility form

Subvention Loan Agreement form

*The Colleges retain the right to supplement, modify, amend or eliminate the Publication Subvention policy at any time.*

### **Certifying Spouses, Domestic Partners, and Eligible Dependents**

In order for spouses, domestic partners, and dependents to participate (to the extent described above) in the health insurance, FMLA, tuition, and bereavement benefits, the faculty member must certify as to who are the family members.

The following definitions and criteria are used to determine eligible spouses, domestic partners, and dependents:

A **Spouse** is a person to whom the faculty member is currently married as recognized under New York State or other applicable law. A **Domestic Partner** is a same sex or opposite sex partner to whom the faculty member is not married. There must exist between the faculty member and his or her domestic partner a responsibility for each other's financial and general welfare equivalent to that established for married couples within the statutes of the State of New York or the state whose law otherwise applies. Neither partner may be under the age of 18. Each of the partners must be mentally competent to enter into a legally binding contract. The faculty member and his or her domestic partner may not be related by blood closer than would bar marriage in the State of New York, or the state whose law otherwise applies.

A member of the staff or faculty may not certify more than one spouse or domestic partner at any one time.

**Eligible dependents** are those dependents who either meet the IRS definition of dependency under Section 125 of the Internal Revenue Code or, for purposes of determining eligibility for health insurance only, are court-mandated dependents. Documentation of dependency may be required by the Colleges at any time. Acceptable documentation includes a current tax return or a copy of the relevant court order of support.

Documentation of marriage or domestic partnership may be required by the Colleges at any time. Acceptable documentation includes:

- A valid copy of the marriage certificate, or
- Copies of at least three of the following
  - A valid copy of the registration of the domestic partnership with Monroe County or any other municipal registry accepted by the Colleges
  - Evidence of joint residence. Appropriate documentation would include any of the following:
    - Evidence of joint purchase of a home
    - A copy of a lease for a residence identifying both parties as responsible for payment of rent
    - Other evidence of joint residence such as
      - The addresses on drivers' licenses
      - The addresses on voters' registrations
      - The addresses on passports
  - Evidence of a joint checking account
  - A title for a car showing joint ownership
  - Evidence of joint liability for credit cards
  - Evidence that the spouse/domestic partner is the primary beneficiary of the faculty member's 403(b) retirement account and life insurance
  - Evidence of durable powers of attorney for property or health
  - Wills specifying the spouse/domestic partner as the major recipient of the faculty member's

financial assets or the administrator of the assets if the dependents, certified above, are the major recipients

If appropriate documentation, as specified above, is not provided by the faculty member within 30 days of a request for documentation by the Colleges, the spouse/domestic partner will be immediately ineligible for health insurance and other benefits.

### **Record Keeping**

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The Office of Human Resources maintains the Colleges' faculty member employment files. The information in your employment file is extremely important and it is important for you to keep beneficiary and other related personal (addresses, phone numbers, dependents) information up-to-date. Information about beneficiaries for life insurance and TIAA-CREF is particularly important. Please keep this information up to date in Human Resources. It is important to note that subsequent beneficiary changes going to TIAA CREF should be made directly to TIAA CREF at their New York City home office. Forms to update this information may be obtained from Human Resources.

Faculty members may review their employment file in the presence of a human resources representative. Please contact the office to schedule an appointment. Outside of Human Resources staff, only the Provost and Dean of Faculty and others on a need-to-know basis (approved by the Provost and Dean of Faculty) will have access to your employment file. However, we will cooperate with and provide access to your employment file to law enforcement officials or local, state, or federal agencies in accordance with applicable law. All requests to review a faculty member's employment file should be referred to Human Resources.

### **College I.D. Cards**

As a service to faculty members, the Colleges issues faculty member photo identification (I.D.) cards. The I.D. card may be used for library borrowing privileges, College Store discounts, access to the Colleges athletic facilities, and admission to the Colleges' athletic events. At the time of your hire, Human Resources will authorize the issuance of your I.D. card through the Office of the Registrar.

### **Campus Events**

Faculty members may attend a wide variety of events at the Colleges and admission to most is without charge. These events may include the President's Forum series, lectures, concerts, exhibition and athletic events which may be of interest to the faculty members. Events are publicized to the faculty members by the online campus newsletter, the *Daily Update*.

### **Library**

All Colleges faculty members may use the Library services. If the faculty member separates employment with the Colleges, **all books are expected to be returned.**

### **Computer Loan Program**

The Colleges provide a no-interest computer loan program available to all benefits-eligible faculty members. The purpose of the program is to help make personal computers more affordable for our faculty members. The program is administered by the Business Office with approval from the Human Resources Office. Information may be obtained by contacting the Human Resources Office.

### **College Bookstore**

All faculty members receive a 10 percent discount on purchases, excluding sale items, at the College Store. Faculty members are allowed to charge personal purchases. However, outstanding charges will be payroll deducted if not paid within prescribed time periods.

At the time of termination any outstanding charges, not paid in person, will be payroll deducted from the final paycheck to cover the cost of those charges.

### **Athletic Facilities**

All faculty members may use the athletic facilities of the Colleges without charge provided that the use does not interfere with physical education classes, intramural and intercollegiate sports and other scheduled student athletic activities. The Bristol Field House provides an inside track, basketball and tennis courts, squash and racquetball courts, a fitness center and locker room facilities. A swimming pool is located in the Bristol Gymnasium.

A College I.D. card will be required to prove use eligibility at the time of entry. Family members who wish to use the Bristol Field House and/or Gymnasium should contact the Director of the Sport and Recreation Center for fee information.

### **Parking**

**Parking** All employees of the Colleges' community are required to register their vehicles with the Campus Safety and Security Department if they wish to park in the campus parking lots. There is no charge for administrative employees to register their cars. Parking is allowed only in designated areas of the campus. Enforcement of the parking regulations will be monitored by the Campus Safety and Security Department on a regular basis. Any violator will be issued a parking ticket. If payment is not received in a timely manner, payroll deductions may be made for any individuals who have outstanding parking.

### **Lost and Found**

Items found on the campus should be turned in promptly to the Campus Safety and Security Department.

<b>SEPARATION FROM EMPLOYMENT</b>
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Faculty members may be separated from employment by retirement, voluntary resignation, or termination. All Colleges' property (library books, keys, corporate credit cards, equipment), in the faculty member's possession must be returned to the Provost Office upon separation from employment.

### **Benefits at Time of Separation**

Upon resignation, retirement (as not described in the retirement program language in the *Appendix*), or termination, the Provost office will notify Human Resources of the faculty member's departure. The Office of Human Resources will mail an informational packet, within 5 days of the notification, concerning continuation of benefits as required by the Consolidated Omnibus Budget Act of 1986 (COBRA) - see *Benefits Continuation* on page 19. Faculty members and their eligible dependents will have the option of continuing their group medical and dental insurance coverages and their health and/or dependent care spending account(s) for a period of time following their event/termination date provided that they pay the full monthly premium plus administration fees to the insurance carrier.

The faculty member's basic group term life insurance policy and voluntary supplemental life insurance programs provide portability and conversion privileges but election to continue these coverages must be made within 30 days from the separation date – this is not a COBRA continuation option.

Short and long term disability insurance coverages do not provide continuation privileges.

### **Retiree Group Health Plan**

The Colleges provide a group plan that retiring faculty members with 15 years of service may participate in. The retiree may elect to continue their medical insurance coverage or purchase supplemental insurance for Medicare purposes. The cost of the insurance will be paid solely by the retiree. Retirees will be contacted during open enrollment each year regarding any increases to premiums. If a retiree elects not to participate within 30 days from his/her retirement date or elects to dis-enroll from the group will not be allowed to enroll into the group at a later date.

### **Pay at Time of Separation**

The faculty member's direct deposit (if participating) will be cancelled and a final cashable paycheck will be issued for services rendered to the faculty member in accordance with state law on the pay date following date of separation. If the date of separation is on a pay date, then that paycheck shall be the final payment for services rendered.

### **Academic Year and Salary Payment Schedule**

Faculty members have academic-year appointments but are paid over a 12-month period. Any faculty member who leaves his or her employment prior to the end of the fall semester, may be required to reimburse the Colleges for the amount of the salary prepaid to him or her during the summer (prior to the start of the academic year). Please contact Human Resources to check on your payroll status prior to your departure.

### **Unpaid Account Balances**

The faculty member is expected to reimburse the Colleges any unpaid College Store charges, and/or Off Campus Loan Program and Computer Loan Program balances. Arrangements for payment may be made by contacting the Business Office.

*The purpose of this publication is to give you an overview of Hobart and William Smith Colleges' benefit policies and plans and other valuable employment information in effect as of August 1, 2007, or as otherwise indicated. Please read and retain it for future reference.*

*The benefit policies and plans summarized in this publication are guidelines only. This publication is not a contract, expressed or implied, guaranteeing any employment rights or obligations. The Colleges retain the right to supplement, modify, amend or eliminate the policies and plans. Every effort has been made to make these descriptions as brief, accurate and easy to understand as possible. Therefore, all details may not be described here. If there is a difference between the information in this publication and the official plan documents, the official plan documents will govern. For more specific information, please contact the Office of Human Resources.*