

**HERKIMER COUNTY COMMUNITY COLLEGE
EMPLOYEE BENEFITS SUMMARY
PREPARED FOR EMPLOYEES COVERED BY THE
PROFESSIONAL ASSOCIATION CONTRACT**

This booklet is a summary of employee benefits offered to you as an employee at Herkimer County Community College. Contained are the various benefits available to you as a Professional Association employee.

We would like you to be reminded that employee benefits received by the employee are over and above any salaries or wages paid to the employee, and can represent on the average, 30%-40% of the salary.

Also, please note that the duration of these benefits coincides with the life of the current contracts with bargaining unit employees, and letters of appointment for all other employees.

If you have any questions regarding these benefits or forms necessary to acquire them, contact the following people in the Human Resources Office (CC241):

Angela Semo
Director of Human Resources
Ext. 8332

Amy Dewan
Asst. Director of Human Resources
Ext. 8382

Julie Todd
Human Resources Specialist
Ext. 8432

Colleen VanVechten
Administrative Asst. to Human Resources
Ext. 8332

Karen Congdon
Admin. Asst. for HR/Acad.Supp.Ctr.
Ext. 8582

Special Note:

Should there be any discrepancy between the benefits described in this handbook and the current Professional Association contract,

the contract will take precedence.

SECTION I - INSURANCE

A. HEALTH INSURANCE

The College offers the following four Health Insurance Plans: Blue Cross/Blue Shield, BluePreferred-PPO, Blue Healthy Choices and Mohawk Valley Physician's (MVP).

A summary comparison of the benefits provided by each of the health insurance plans will be provided to you on your date of hire. Plus, an updated version will be sent each year thereafter.

Bargaining Unit members **hired prior to January 1, 1995** shall contribute the following annual amounts toward their health care premiums:

Effective September 1, 2006 - 8%
Effective September 1, 2007 - 9%
Effective September 1, 2008 - 10%
Effective September 1, 2009 - 10%

Bargaining Unit members **hired on or after January 1, 1995** shall contribute the following annual amounts toward their health care premiums:

Effective September 1, 2006 - 20%
Effective September 1, 2007 - 19%
Effective September 1, 2008 - 18%
Effective September 1, 2009 - 18%

Any Bargaining Unit member who is enrolled in a health insurance plan with a premium that is higher than the traditional BC/BS plan, in addition to the contribution listed above (for both pre-'95 and post-'95 employees) shall pay 100% of the difference in premiums.

Bargaining Unit employees with a total annual salary of less than \$30,000, shall be subject to the contribution levels for the pre-1995 group.

Contributions by Bargaining Unit members shall be made in equal installments from bi-weekly payroll deductions.

The deductibles for the major medical portion of the Blue Cross/Blue Shield conventional health insurance plan are \$200 individual/\$400 family.

A Bargaining Unit Member with a spouse who is also a Bargaining Unit member will be offered either one family plan and a waiver reimbursement (\$2,900 annually to be paid bi-weekly), or one family plan and one individual plan. Any member who is covered by health insurance from another source may sign a waiver of health insurance and receive a waiver reimbursement (\$2,900 annually to be paid bi-weekly). THE REOPENING DATE FOR COVERAGE ON ALL FOUR PLANS IS JANUARY 1ST OF EACH YEAR.

For any employee who leaves the employment of HCCC and is not otherwise entitled to the continuation of health insurance coverage, he/she will be offered the opportunity to continue through COBRA provisions. Employees will be notified that their health coverage will end on the last day of the month of their last regular payroll paycheck unless he/she elects to continue coverage by contributing 100% of the premium. The duration of coverage is in accordance with COBRA and HIPAA regulations.

Any unit employee who has waived coverage must rejoin the health plan at an open enrollment period prior to retirement in order to be eligible for health benefits.

Should you have any changes in status (marriage, birth of child, adoption, divorce, address change, name change) you must report the change(s) to Human Resources within 30 days. Failure to report a recent birth or marriage may require you to wait until the next open enrollment date to obtain coverage.

Employees hired prior to January 1, 1995 who have continued with unbroken employment with the College for ten years or more (official approved leave of absences are not considered broken service), and who are at least fifty-five years of age, are entitled to health insurance benefits at the time of retirement. The type of coverage (individual, 2-person or family) will be determined by the coverage that the employee had at the time of retirement.

Retirees under this agreement shall make the same percentage contribution toward health insurance as when last employed by the College.

Employees hired between January 1, 1995 and August 31, 2000 who have continued with unbroken employment with the College for fifteen years or more (official approved leave of absences are not considered broken service), and who are at least sixty years of age, are entitled to health insurance benefits at the time of retirement. The type of coverage

(individual, 2-person or family) will be determined by the coverage that the employee had at the time of retirement.

Retirees under this agreement shall make the same percentage contribution toward health insurance as when last employed by the College.

Employees hired on or after September 1, 2000 who have continued with unbroken employment with the College for fifteen years or more (official approved leave of absences are not considered broken service), and who are at least sixty years of age, are entitled to an individual health insurance plan. Retirees shall make the same percentage contribution toward the health insurance plan as current college employees. Should an employee opt for a two-person or family plan (if eligible) at the time of retirement, he/she would be responsible for 100% of the difference in premiums between the individual and two-person or family plan.

B. PREMIUM ONLY PLAN (POP)

The Premium Only Plan allows employee payroll health deductions for group insurance premiums to be taken before taxes instead of after taxes. By participating an employee can save approximately 30% of the amount spent on group insurance premiums.

C. FLEXIBLE SPENDING ACCOUNTS (FSA'S)

HCCC offers two different types of Flexible Spending Accounts through EBS Benefit Solutions:

- (1) Health Care FSA - for medical and dental expenses.
- (2) Dependent Care FSA - for day care, babysitter, home care, etc. expenses.

The amount you elect to contribute to the FSA(s) is taken from your pay on a pre-tax basis. Your FSA contribution is then directed to your Flexible Spending Accounts. When you incur dependent care expenses, or health care expenses not covered by your benefit plans, you are reimbursed from the appropriate FSA.

D. LIFE INSURANCE

This is a group term life insurance policy with the Business

Council of New York State, Inc. The benefit is equal to one times your annual salary and will be 100% paid by the College.

E. DENTAL PLAN

The College will provide a Schedule A Dental plan through EBS Benefit Solutions to all full-time Bargaining Unit members. Premium contributions are 100% paid by the College.

F. DISABILITY INSURANCE

Disability insurance is an optional employee paid benefit. This benefit is provided through The Standard which defines disability as follows:

Long-term total disability is defined as being unable due to sickness, bodily injury or pregnancy to perform any occupation for which you are reasonably suited by education, training or experience. You must be under the regular care of a physician, other than yourself.

The benefit starts as of the first day of the month after six months of continuous total disability. The monthly income benefit is equal to 60 percent of your monthly wage base not to exceed a benefit of \$4,000 per month, less the sum of benefits from other sources (i.e. retirement disability, social security disability). The minimum monthly income benefit will be increased from a minimum of \$50 per month to the greater of 10% of the monthly income benefit before offsets or \$100.

Employees are eligible to enroll in the long-term disability insurance plan after one year of employment. Disability insurance will be paid by the employee through payroll deduction.

G. AFLAC

Three optional employee paid plans offered through AFLAC:

1. Personal Lifestyle Protector Cancer Plan - A cash-direct plan which includes wellness benefits, initial occurrence benefits, treatments, hospitalization, transplants, hospice, etc. Payroll deductions are pre-taxed.

2. Personal Short-Term Disability Plan - This coverage provides a monthly income benefit paid directly to employee. Covers you on or off the job for sickness, injury, surgery and maternity. The premium is contingent upon the terms you select in order to meet your individual needs.
3. Dental Wellness Benefit Plan - This supplemental dental plan provides benefits for various dental procedures such as cleanings, sealants, fillings, root canals, braces, etc.

Should you be interested in one or all plans, you need to contact Greg Maida from the Crocker Agency, Inc. at 866-2200.

SECTION II - RETIREMENT BENEFITS

A. RETIREMENT SYSTEMS

The following three Retirement Systems are available through the College: New York State Teachers' Retirement System (TRS), New York State Employees' Retirement System (ERS), and the Optional Retirement Program (ORP).

A decision must be made within 30 days of employment as to which system you wish to be enrolled in, and that choice is UNCHANGABLE throughout your employment with the College.

Tiers in a Retirement System relate to the membership date an employee joins the system. If you have not been a member of any of these retirement plans previous to your employment here, you would automatically be a Tier IV member. ERS TIER IV MEMBERS ARE NOT ENTITLED TO REIMBURSEMENT OF THEIR INDIVIDUAL CONTRIBUTIONS IF THEY LEAVE THE SYSTEM PRIOR TO BECOMING VESTED. All systems use the same cut off dates for Tier memberships. These dates are illustrated below:

	<u>Membership Date</u>
Tier I	before 7/1/73
Tier II	7/1/73 - 7/1/76
Tier III	7/1/76 - 9/1/83
Tier IV	9/1/83 - 6/30/92
Tier IVA	after 7/16/92
	(IVA in ORP only)

The amount of employee and employer contributions toward retirement as a percentage of salary earned is illustrated in the following chart. Also shown is the number of years required for vesting in each of the three systems.

	Tier	Employee Contribution (% of salary)	Employer Contribution	Vesting
ERS	IV	3%	13.3%	5 yrs
	III	3%	12.3%	5 yrs
	II	0%	9.9%	5 yrs
	I	0%	9.9%	5 yrs
TRS	IV	3%	8.60%	5 yrs
	III	3%	8.60%	5 yrs
	II	0%	8.60%	5 yrs
	I	0%	8.60%	5 yrs
ORP	IVA	3%	8% 1st 7 yrs. emp.	366 days
	(after 7/16/92)		10% thereafter	
	IV	3%	9% up to \$16,500	366 days
			12% thereafter	
	III	3%	9% up to \$16,500	366 days
			12% thereafter	
	II	0%	12% up to \$16,500	366 days
			15% thereafter	
	I	0%	12% up to \$16,500	366 days
			15% thereafter	

Employer contributions with ORP begin when the employee becomes vested. At that time, the College will make a single lump sum contribution, with interest, for the 366 day period. Regular monthly contributions will be made thereafter. With TRS and ERS, employer contributions begin immediately.

After ten years of membership in ERS, TRS and the ORP members are no longer responsible for the 3% employee contribution.

Please note that TRS has a designated list of titles which they will accept for membership: faculty, librarian, coach, chancellor, president, vice-president, provost, dean, associate dean and assistant dean. Therefore, if your position does not fall under one of these titles, you cannot join the New York State Teachers' Retirement System (TRS).

B. SUPPLEMENTAL RETIREMENT ANNUITIES

The College currently offers SRAs through carriers that have been approved by the State University Board of Trustees. The approved providers are as follows:

- Fidelity Investments
- ING Life Insurance and Annuity Company
- AIG Retirement
- Teachers Insurance Annuity Association-College Retirement Equities Fund (TIAA-CREF)
- MetLife

This is an optional employee paid benefit that allows employees to make retirement savings contributions aside from the contributions they may be making into their regular retirement plan.

Features of the plan:

- Request an individual annuity calculation to determine your dollar limit when enrolling in a SRA - not to exceed Internal Revenue Code limits.
- All employees are eligible to enroll.
- No service requirement to be met before enrolling.
- Contributions made through salary reduction.
- Good savings advantage.
- Contributions are made free of federal and state income taxes.
- Cash withdrawals are available subject to Internal Revenue Code restrictions.
- Benefits are taxable when participant receives as income.
- Loans are available; provisions under various companies will differ.
- Withdrawals other than loans made before 59½ years old are subject to a 10% tax unless one of the following conditions is met:
 - 1) The participant retires or otherwise leaves employment and begins lifetime annuity income.
 - 2) The participant leaves employment at age 55 or older.
 - 3) The participant has unreimbursed medical expenses to the extent that those expenses are greater than 7½% of his or her adjusted gross income.
 - 4) The participant is disabled.
 - 5) The participant dies.
 - 6) The payment is made to someone besides the participant

under a Qualified Domestic Relations order (a divorce settlement).

C. NEW YORK STATE DEFERRED COMPENSATION PLAN

The Plan is a voluntary retirement savings plan that helps employees achieve their retirement savings goals by providing high quality, cost effective investment products, investment education programs and related services. The plan offers the following benefits:

Pre-tax contributions - contributions to your account are not subject to federal or NY State income taxes until you receive them, so they reduce the amount of income tax you pay today.

Tax deferred investment income - earnings that are credited to your account are also not subject to current income tax.

A wide array of investment options - The Plan offers a Stable Income Fund and 24 additional investment options covering each major asset class, which provides the ability to diversify your investments.

Simplicity - contributions are deducted directly from your salary each pay period. You may change the amount you contribute at any time.

D. INTENT TO RETIRE

Written notice of your intent to retire must be given to the President of the College six (6) months prior to the retirement date.

SECTION III - LEAVES

A. SICK TIME

Bargaining Unit members will earn one sick day per month. Teaching faculty and ten-month Bargaining Unit members will earn ten sick days per year. Twelve month Bargaining Unit members will earn twelve sick days per year. The total number of sick days that a member can accumulate is 170 days for teaching faculty, 218 for 10-month employees and 261 for 12-month employees.

years 5-10	15 vacation days per academic year
years 11+	21 vacation days per academic year

Ten (10) month technical assistants hired on or after 4/1/89 receive:

years 1-4	8.5 vacation days per academic year
years 5-10	12.5 vacation days per academic year
years 11+	17.5 vacation days per academic year

Vacation days cannot be carried into the next academic year. Twelve (12) month employees must use all of their days by August 31, while ten (10) month employees must use all of their days by June 30.

Use of vacation time must have the prior approval of the appropriate supervisor.

D. FUNERALS AND BEREAVEMENT LEAVE

The College shall permit Bargaining Unit employees to be absent without loss of salary for a period of time not to exceed three days (one of which will be charged to sick leave) to attend the funeral or for other immediate concerns at the time of death of:

Mother	Father-in-Law
Father	Mother-in-Law
Sibling	Daughter-in-Law
Spouse	Son-in-Law
Children	Brother-in-Law
Grandparents	Sister-in-Law
Grandchildren	

E. PERSONAL TIME

All Bargaining Unit members will be entitled to three personal days per year (September - August), one of which will be charged to sick leave. The unused portion of personal leave shall accumulate as sick leave.

F. HOLIDAYS

Bargaining Unit members receive the following holidays each year, these are days that the College is "closed":

New Years Day
Martin Luther King's Day
President's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
Christmas

Should a holiday fall on a Saturday it will be recognized on the previous Friday, should the holiday fall on Sunday it will be recognized on the following Monday.

G. CAREGIVER LEAVE

Caregiver leaves are special leaves of absence, which may be requested for a period of up to one year. The first twelve weeks of such leave will be considered Family and Medical leave in accordance with the federal law and the College's Family and Medical Leave Act Policy and Procedures.

Employees may request leaves for the following reasons:

- A. For incapacity due to pregnancy, prenatal medical care or child birth;
- B. To care for the employee's child after birth, or placement for adoption or foster care;
- C. To care for the employee's spouse, child or parent, if the spouse, child or parent has a serious health condition.
- D. For a serious health condition that makes the employee unable to perform the employee's job.
- E. Military Family Leave Entitlements.

This benefit will be coordinated with the "Family Leave" provision of Federal Law as noted below unless the person granted the leave waives, in writing, health insurance coverage at the College's expense during the period of the "Family Leave". The employee may then continue coverage at his/her own expense.

If no such waiver is executed, the first twelve weeks of such leave shall constitute family leave in accordance

with the Federal statute and are subject to the following guidelines:

The College shall maintain coverage for health and dental insurance to an employee on leave pursuant to this section for the duration of the twelve week period and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. The College may recover the premium that the College paid for maintaining coverage for the employee under such group health plan during any period of unpaid leave after the twelve week period and (1) the employee fails to return for a reason other than the continuation, reoccurrence or (2) onset of a serious health condition that entitled the employee to leave under subparagraph C or D above or, other circumstances beyond the control of the employee.

Nothing contained in this provision shall otherwise limit the obligations of the employer or the employee under the provisions of the Family Leave Act.

For teaching faculty, the end of such leave should coincide with the beginning of a regularly scheduled college semester, if possible.

The complete Employee Rights and Responsibilities under the Family and Medical Leave Act can be found in HCCC's Faculty/Staff Handbook.

H. SABBATICAL LEAVE

After six years of continuous service at the College from the initial date of appointment or from the last sabbatical leave, a faculty member may be granted a sabbatical leave for one year at halfpay, or one semester at full pay, or one summer at quarter pay (a stipend equal to one quarter of the individual's annual salary). Such leave may be used for planned activities: formal education, research, travel, writing and other experiences of professional value. Applications must be approved by the President and the Board of Trustees. Total compensation received while on sabbatical leave may not exceed that of the full-time salary except as any

excess is offset by the cost of the sabbatical project and/or the stipend for the summer sabbatical. The recipient agrees to return immediately to the College for a period of at least two regular semesters for teaching faculty and one calendar year for non-teaching faculty following the leave. Failure to return would require the repayment of 100% of the salary and fringe benefits paid during the leave.

A leave without pay does not interrupt service. Time on leave, however, does not count toward the six years of continuous service.

If a faculty member's request for sabbatical leave is refused by the committee, the committee must notify the individual in writing within thirty days of this decision why the request was not granted.

SECTION IV - LONGEVITY, PAYROLL, SOCIAL SECURITY, TUITION, CHILD CARE, AND COLLEGE HOURS

A. LONGEVITY ADJUSTMENTS

1. Effective September 1, 2008 full-time Bargaining Unit Members shall receive longevity adjustments on September 1, following their completion of three years (\$600), five years (\$600), seven years (\$600), ten years (\$600), twelve years (\$600), fifteen years (\$600), seventeen years (\$500), twenty years (\$500) and twenty five years (\$600).
2. Effective September 1, 2009, the preceding longevity schedule applies.
3. Longevity increases will be paid on the same bi-weekly basis as base salaries and will become part of an employee's permanent salary but will be excluded for purposes of computation of salary increases and from salary range maximums.
4. Personal leaves will not be used for purposes of computing longevity.

B. PAYROLL SAVINGS AND CREDIT UNION

Payroll Savings and Direct Deposit plans are available. Contact Joy Edmunds in the Payroll Office (ext. 8291) for enrollment information.

C. SOCIAL SECURITY

Two separate taxes are withheld from your paycheck - one is Social Security tax; the other is Medicare. The two taxes total 7.65% of your income up to \$80,400. For higher incomes, you pay 7.65% on \$80,400, plus 1.45% in Medicare taxes on income over \$80,400. The College makes an equal contribution to the Social Security Administration for you.

D. TUITION POLICY

The College will waive the cost of tuition for full-time Bargaining Unit Members, their spouses and dependents when taking credit courses at Herkimer County Community College less any tuition assistance for which the eligible student may qualify. Student registration will be based upon the class operating without the dependent of staff enrollment.

For those establishing membership in the Fitness Center, the College will pay the membership fee. All additional College fees must be paid by the enrollee.

Bargaining Unit members who attend other units of the State University of New York, either during the regular academic year or during the summer session, may be eligible for partial waiver of tuition. SUNY trustees have established a tuition grant ceiling which applies to all units of SUNY including community colleges.

Faculty pursuing programs leading to a degree will probably get first priority. Courses not directly related to employment probably will not be approved.

It should be noted that this waiver of tuition does not apply to attendance at classes at a community college; and the necessary authorization forms must be completed here at Herkimer County Community College before registering for classes at the instructing unit of State University of New York.

Further tuition waiver information may be obtained in the

Dean of Academic Affairs office.

E. CHILD CARE CENTER

The Child Care Center, located between the P.E. Building and the Technology Building, is open from 7:30a.m.-5:00p.m., Monday through Friday. The Center accepts children ages 18 months-5 years of age at the employee rate. Children of HCCC students will take precedence over the children of HCCC employees.

F. COLLEGE WORK HOURS

Generally, College work hours are Monday through Friday from 8:00 a.m. until 4:30 p.m. Use of personal and sick time should be charged in 1/2 day and/or day units. Use of time should be discussed with your immediate supervisor, when appropriate, to ensure coverage of duties for the time being missed. Emergency or special situations will be dealt with on an individual basis with the respective supervisor.

SECTION V - PROCEDURES

A. CALL-IN AND TIMECARD/TIMESHEET PROCEDURES

All College employees must call in to the switchboard to report an unplanned absence. The receptionist will complete a Call-In-Slip. The original will be sent to the supervisor with a copy sent to Human Resources. The receptionist will notify the supervisor.

Timecards/Timesheets for faculty and staff under the supervision of the Dean of Academic Affairs are to be handled in the following manner:

1. Employee completes timecard/timesheet.
2. Immediate supervisor approves the timecard/timesheet. It is the supervisor's responsibility to assure the accuracy of timecards/timesheets.
3. All timecards/timesheets should then be sent directly to Human Resources. Timesheets for part-time employees should be sent to the Payroll Office.

Please Note: Employees under the supervision of the other Deans

or the President should continue with the approval procedures in use for their area.

The following procedures should be followed when completing timecards:

1. Timecards should be completed in ink, not pencil. Please do not use red ink.
2. The codes on the bottom of the timecard should be used to represent the type of leave being used.
3. A half day absence should be shown as initials/type of leave. (ie. A.S./S)
4. Timecards should be turned in to the supervisor by the end of the day on the last work day of the month.

B. INCIDENT/ACCIDENT REPORT PROCEDURES

The following guidelines apply when making out an incident/accident (related to Worker's Compensation) report:

1. A report should be made out as soon as possible (within 24 hours of incident/accident) with Campus Safety and/or Supervisor. The completed form should be sent to the Assistant Director of Human Resources, and a copy to the office of the VP for Administration and Finance.
2. If a doctor is seen, see the Asst. Dir. Of Human Resources to complete further Worker's Compensation paperwork.

C. EMERGENCY CLOSING ANNOUNCEMENT PROCEDURES

When conditions exist (poor weather, utilities, interruption, etc.) which threaten the health or safety of students, faculty, and staff, one of two separate decisions will be made:

-Classes will be canceled: which means that, although students and teaching faculty will not be required to report to campus, all others are expected to report for work. Non-teaching faculty responsibility is outlined in Section 21.10 of the Faculty Handbook. All athletic events will be canceled. The Fitness Center and computer labs will remain open.

-The College will be closed: which means that all employees and students will not be required to report to campus.

Campus safety officers and maintenance personnel are to report to their shift schedules, unless otherwise notified.

The decision to cancel classes or close the campus will be made by the President no later than 6:30am, and will be communicated to local radio and television stations as soon as possible.

Radio stations carrying official notices will be:

WADR	WLFH	WBUG	WRUN	WUCL	WSKS	WUTQ
WRNY	WKLL	WSKU	WBGK	FROG	WOUR	WXUR
WODZ	WVHC	WGY	WRBY	WIBX/WLZW	WTLB/ROCK	

Television stations carrying official notices will be:

HCTV WKTV

DAYTIME CLOSING: Affects all College activities, including athletic contests, scheduled to begin prior to 5pm.

EVENING CLOSING: If a decision to close evening activities (after 5pm) is made, announcements will be made as outlined above. This decision will be made no later than 3pm, and communicated to local radio and television stations as soon as possible.

SECTION VI - HAZARD COMMUNICATION WRITTEN PROGRAM

A. GENERAL

The purpose of this instruction is to ensure that Herkimer County Community College is in compliance with the OSHA Hazard Communication Standard (HCS) 29 CFR 1910.1200.

The VP of Administration and Finance is the overall Coordinator of the facility program, acting as representative of The President of the College and the Board of Trustees, who have overall responsibility.

In general, each employee in the facility will be appraised of the substance of the HCS, the hazardous properties of chemicals they work with, and the measures to take to protect themselves from these chemicals.

B. INVENTORY OF HAZARDOUS CHEMICALS

The Shipping & Receiving Clerk will maintain a list of hazardous chemicals used in the facility at the Receiving Station. The Science Lab Tech will maintain a list of all chemicals used in

the science laboratories in JH RM 240. Each will update the lists upon receipt of new hazardous chemicals or changes in present hazardous chemicals.

C. MATERIAL SAFETY DATA SHEETS (MSDS)

The Director of Campus Safety and Shipping & Receiving Clerk will maintain an MSDS on every substance on the hazardous chemical inventory list. The Science Lab Tech will only maintain an MSDS library for those chemicals on the Science Laboratory Inventory list. The MSDS will consist of a fully completed OSHA form 174 or equivalent. The MSDS libraries will be located in the Security Office, Receiving Station and Science Lab JH Room 240. MSDS's will be readily available to all employees. The Purchasing Agent is responsible for acquiring and distributing MSDS's. The Shipping & Receiving Clerk will review each MSDS upon arrival to check for accuracy and completeness, and will check with the Purchasing Agent if additional research is necessary. All new procurements for the facility must be cleared by the Purchasing Agent. Whenever possible, the least hazardous substance will be procured.

MSDS's that meet the requirements of HCS must be fully completed and received at the facility either prior to, or at the time of receipt of the first shipment of any potentially hazardous chemical purchased from a vendor. It may be necessary to discontinue procurements from vendors failing to provide approved MSDS's in a timely manner.

D. LABELS AND OTHER FORMS OF WARNING

The Maintenance Supervisors and Science Lab Tech are designated to ensure that all hazardous chemicals in the facility are properly labeled. Labels should list at least the chemical identity, appropriate hazard warnings, and name and address of the manufacturer, importer, or other responsible party. The Maintenance Supervisors and Science Lab Tech will refer to the corresponding MSDS to verify label information. Immediate use containers, small containers into which materials are drained for use on that shift by the employee drawing the material, do not require labeling. To meet the labeling requirements of HCS for other in house containers, refer to the label supplied by the manufacturer. All labels for in-house containers will be approved by the Maintenance Supervisors or Science Lab Tech prior to their use.

The Maintenance Supervisors and Science Lab Tech will check on a monthly basis to ensure that all containers in the facility are labeled and that the labels are up to date.

E. TRAINING

Each employee who works with or is potentially exposed to hazardous chemicals will receive initial training on the HCS and the safe use of those chemicals. Additional training will be provided for employees whenever a new hazard is introduced into their work areas. Hazardous chemical training may also be conducted by outside agencies. (A copy of the course outline, training schedule and description of course materials is attached.)

The training will emphasize these elements:

- A summary of the standard and this written program;
- Hazardous chemical properties including visual appearance and odor and methods that can be used to detect the presence or release of hazardous chemicals;
- Physical and health hazards associated with potential exposure to workplace chemicals;
- Procedures to protect against hazards, e.g., personal protective equipment, work practices, and emergency procedures;
- Hazardous chemical spill and leak procedures;
- Location of MSDS Libraries, and how to read, understand and apply appropriate hazard information to MSDS's.

The VP for Administration and Finance will monitor and maintain records of employee training.

F. CONTRACTOR EMPLOYEES

The Director of Facilities Operations will advise any contractors of any chemical hazards which may be encountered in the normal course of their work on the premises. In addition, the Director will be responsible for notifying college employees of chemicals introduced into the worksite by contractors.

G. NON ROUTINE TASKS

Maintenance Supervisors contemplating a non-routine task will ensure that employees are informed of chemical hazards associated with the performance of these tasks and appropriate protective measures prior to the commencement of such work.

H. ADDITIONAL INFORMATION

Requests for further information on this written program, the Hazard Communication Standard, and applicable MSDS's should be directed to the Director of Campus Safety.

SECTION VII - AUTO AND LIABILITY INSURANCE

A. AUTOMOBILE LIABILITY INSURANCE

HCCC maintains a business automobile insurance policy on all college-owned vehicles. The current policy is with Utica National Insurance through the Crocker Agency and carries a \$1,000,000 liability limit, \$50,000 no-fault and \$20,000 uninsured motorist liability. This policy would provide coverage in the event a college-owned vehicle was involved in an accident.

A common question asked by employees about automobile insurance is, if the employee uses their own personal vehicle on college business, what coverage would be available under the College's insurance policy?

Under New York State insurance laws, the vehicle's insurance is considered primary. Therefore, your insurance policy, not the College's, would provide coverage in the event of an accident. Should the liability exceed the limits of your policy, the College has excess coverage up to an additional \$3,000,000.

To ensure that the excess coverage provided by the College's policy applies to your trip, the trip must be authorized prior to traveling. If your trip is not authorized in writing on the College's travel authorization form, you may not be covered for the excess or a non-automobile negligence action.

B. LIABILITY INSURANCE

HCCC has comprehensive general liability coverage that provides limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. It covers bodily injury and/or property damage claims on or off campus if on college related business, medical malpractice,

extended bodily injury and property damage liability, employees and students in workstudy programs as additional insured. Faculty are included as a named insured with regard to classroom and clinical instruction.

Students in clinical work sites pay a malpractice insurance fee to the college. The policy covers OT and PT students for medical professional liability with \$1,000,000 per occurrence, \$3,000,000 aggregate limit. Faculty are also a named insured and would be covered under the Professional Malpractice contract.

SECTION VIII - PROCEDURES FOR PROCESSING INSURANCE BENEFITS

A. PROCESSING BC/BS HEALTH INSURANCE BENEFITS

If you (patient) are treated by a participating hospital or participating physician, it will not be necessary for you to submit a claim form. Submission of the claim will be handled by the provider.

- If there is a balance due on a provider-submitted claim, the balance is automatically applied against major medical.
- If the provider does not participate with BC/BS it may be necessary for the subscriber to submit a claim form.
- Prescriptions are not covered under BC/BS but they are covered after your deductible is met at 80% under Major Medical. You must complete a claim form for prescriptions.

B. GUIDELINES FOR COMPLETING CLAIM FORMS

1. A separate claim form must be completed for each patient. However, you may submit several bills for the same patient on one claim form.
2. Along with the claim form, you must send an itemized statement from each provider. An itemized statement or bill should include the date of each service; the charge for each service; a description of each service (the description may be a numeric code).
3. Complete all information requested in Section Two.
4. Be sure to sign and date the claim form before submission.
5. Other helpful hints:
 - a. The "subscriber" is the name of the contract holder.

- b. The "provider" is the person or institution that renders the service (doctor, hospital, laboratory, etc)
- c. Your "identification number" is the nine-digit number that appears on your BC/BS identification card.

C. PROCESSING MAJOR MEDICAL BENEFITS

Major Medical will pay 80% of all eligible charges after a deductible has been met. These charges may consist of the remaining balance on a bill after BC/BS has processed or charges that BC/BS will not cover. To meet this deductible, keep statements from BC/BS and bills/receipts on charges they do not cover.

When the total of these documents equals the deductible amount or more, submit a claim form to Major Medical.

Make copies of everything you send to either BC/BS or Major Medical. Canceled checks will not be accepted by Major Medical as documentation. Send to the address on the form, which is:

Excellus BC/BS
PO Box 22999
Rochester, New York 14692

Please be patient with both Blue Cross and Major Medical. Processing takes a while, especially during the months of November through March. Send in claims as they occur, if you have met the deductible. If a doctor or hospital are impatient for payment, give them your insurance information, let them know the date you sent the claim in and that they may call Blue Cross or Major Medical to verify this information.

D. COORDINATION OF BENEFITS

If both you and your spouse have family coverage, benefits may be coordinated between the two insurance plans. For services provided to you, you must first claim them under your Blue Cross I.D.#. Once this has been processed, you may claim the balance under your spouse's plan and I.D.#. The remaining balance may be sent to Major Medical under your I.D.#, and once processed, submitted again under your spouse's I.D.#.

E. PROCESSING EBS DENTAL INSURANCE BENEFITS

Claim forms are available in the Human Resources Office. Either you or the Physician may submit the claim in the same manner as a claim for EBS Benefit Solutions.

Claim form must either have Doctor's signature or be accompanied by a signed itemized bill. Major Medical benefits are not available under the Dental Insurance.

Send claim forms to:

EBS Benefit Solutions
115 Continuum Drive
Liverpool, New York 13088

SECTION IX - NOTICE TO EMPLOYEES

THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSING, POSSESSION OR USE OF A CONTROLLED SUBSTANCE IS PROHIBITED ON THE COLLEGE CAMPUS. VIOLATORS OF THIS POLICY WILL BE HELD ACCOUNTABLE FOR THEIR ACTIONS, WHICH MAY INCLUDE MANDATORY PARTICIPATION IN AN APPROVED TREATMENT PROGRAM, SUSPENSION, TERMINATION OF EMPLOYMENT, OR OTHER BARGAINING AGREEMENTS, CIVIL SERVICE AND NEW YORK STATE LAW.

SECTION X - GRIEVANCE PROCEDURES

Herkimer County Community College has an existing formal grievance procedure for the benefit of its employees and students.

This grievance procedure will be used for the review of any allegations an employee or student may have against another employee or student of HCCC. A grievance may be filed for ANY unlawful discrimination against someone in regard to race, color, national origin, religion, age, sex, disability or marital status.

A formal complaint may be filed with the Affirmative Action Officer (Director of Human Resources).

A. STATEMENT OF POLICIES

When hired, you will receive a Faculty-Staff Handbook that includes the College's policies and their descriptions. You will be asked to sign a form indicating that you have read and understood the handbook and the responsibilities it details.

SECTION XI - SMOKING POLICY

Smoking is prohibited in all College facilities and vehicles.

