

BRYN MAWR COLLEGE

TRANSITCHEK® PLAN AND SALARY REDUCTION AGREEMENT (EFFECTIVE JANUARY 1, 2012)

Please read both sides of the TransitChek Plan and Salary Reduction Agreement.

TRANSITCHEK PLAN DESCRIPTION

The Bryn Mawr College TransitChek Plan (the “Plan”) is a tax-free fringe benefit plan established under Internal Revenue Code (“IRC”) §132(f), as expanded by the Transportation Equity Act of the 21st Century, and is effective April 1, 1999. Active, regular, non-student full-time and part-time faculty and staff are eligible to participate in the Plan. The Plan allows eligible employees to set aside part of their salary on a tax-free basis to pay for certain work-related transit pass expenses. Only expenses for a qualified transit pass under IRC §132(f), which enable eligible employees to commute to or from work, are eligible for reimbursement under the Plan. The maximum salary reduction allowed is \$125 per month.

A qualified “transit pass” means any pass, token, farecard, voucher or similar item which entitles you to transportation (or transportation at a reduced price). For these purposes, transportation is on mass transit facilities that participate in the Delaware Valley Regional Planning Commission’s TransitChek program (“TransitChek program”). These include, but are not limited to, the following local transit providers, and will also include any additional transit providers that are approved in the future as participating in the TransitChek program:

SEPTA New Jersey Transit DART PATCO AMTRAK

HOW THE TRANSITCHEK PLAN WORKS

Employees elect to participate in the Plan by completing the TransitChek Salary Reduction Agreement (the “Agreement”) located on the back of this form, and returning the Agreement to Human Resources. The Agreement authorizes the College to reduce the employee’s pay for federal income tax and Social Security (FICA) tax purposes. Pennsylvania state income taxes are unaffected. The salary reduction amounts under this Agreement will be treated as compensation for all other benefit plan purposes, including the Bryn Mawr College Retirement Plan and long term disability insurance. Participation may affect Social Security benefits upon retirement, as earnings reported to the Social Security Administration will be reduced.

Employees who elect salary reduction will be issued a TransitChek(s) for the months in which the employee elects to participate. The TransitChek is a voucher to be used in lieu of cash for the purchase of a qualified transit pass, and is issued in a denomination of \$20, \$30, \$35 or \$60. TransitCheks will be issued so that the smallest number of vouchers are needed to reach the elected amount. For example, a participating employee electing a reduction of \$120 per month will receive two \$60 vouchers, not six \$20 vouchers. Participating employees should purchase their transit pass from a participating transit provider as usual, using the TransitChek(s) in lieu of cash. Transit providers will not make change, so the amount of the purchase should equal or exceed the face amount of the TransitChek(s).

TransitCheks are obtained at the Human Resources office. Participating employees must pick up the TransitChek(s) in person, on a monthly basis. The TransitChek(s) can be picked up on or after the 20th day of the preceding month, and should be picked up no later than the 10th day of each month (or sooner if the 10th falls on a weekend) in which the employee participates. For example, a TransitChek(s) for an employee participating in April may be picked up on or after March 20, but no later than April 10. Employees must sign that they have received each TransitChek. If the TransitChek is lost, stolen, damaged or otherwise not redeemed, a replacement cannot be issued; the loss is borne by the employee, not the College.

If a participating employee does not pick up the TransitChek(s) corresponding to a given month by the 10th day of that month, such an employee will be disenrolled by the College and will need to reapply to participate in the future. The TransitChek(s) is to be redeemed to cover transit expenses incurred during the calendar month in which the salary reduction occurred. It is not to be used by any other person other than the eligible employee to whom it was issued, and is to be used for work-related transit expenses.

OVER

Participating employees who are paid monthly will have the elected salary reduction (\$20, \$30, \$35, \$40, \$50, \$55, \$60, \$65, \$70, \$75, \$80, \$85, \$90, \$95, \$100, \$105, \$110, \$115, \$120 or \$125) taken from their regular paycheck. Participating employees who are paid bi-weekly will have a reduction of one-half of their elected salary reduction taken from the first two regular paychecks of the month. If the participating employee misses a pay period, or has insufficient funds available to cover the salary reduction, an additional reduction will be taken from the next regular paycheck, but not to exceed the federal salary reduction limit of \$125 per month. If an employee terminates employment with Bryn Mawr, and has received but not paid for a TransitChek, the amount owed is due and payable to the College.

Participation in the Plan will be effective at the start of the first month following the date the completed Agreement is signed and returned to Human Resources. If the signed Agreement is not received on or before the 15th day of the preceding month, participation will be delayed one additional month. The Agreement will stay in effect unless it is revoked by the participating employee or by the College. Completion of a new Agreement revokes any prior Agreement(s) relating to tax-free transit pass benefits. It does not affect any salary reduction agreement(s) not related to the tax-free transit pass.

Employees may make a maximum of three changes to the amount of their salary reduction per calendar year. Employees who have already made three changes in the calendar year may stop their salary reduction at any time. However, such an employee may not resume participation in the Plan until January 1 of the following calendar year. If an employee is not regularly scheduled to work during any part of a given month, no TransitChek will be issued for that month. The reduction will resume upon the month that the employee returns to work. The College reserves the right to amend or terminate this Plan at any time. The Plan shall be governed by the laws of the Commonwealth of Pennsylvania.

SALARY REDUCTION AGREEMENT

NAME: _____ **ID Number:** _____
Please print (first, last)

In consideration for receiving the tax-free transit pass benefits described above and on the other side of this form, I agree to have my salary reduced by the following amount:

\$125____ \$120____ \$115____ \$110____ \$105____ \$100____ \$95____ \$90____ \$85____ \$80____
 \$75____ \$70____ \$65____ \$60____ \$55____ \$50____ \$40____ \$35____ \$30____ \$20____
 \$0*____

This Agreement is effective on the first day of _____, 20____ and includes the following months:
 Month Year

___ All Months (January - December) ___ Academic Year (September - May)**

or only the months that are checked below**:

___ January ___ February ___ March ___ April ___ May ___ June
 ___ July ___ August ___ September ___ October ___ November ___ December

I have read and understand the Bryn Mawr College TransitChek Plan, and agree to abide by its terms.

Employee Signature _____
Date

Employer Authorized Signature/Title _____
Date

* Complete only to stop a salary reduction amount that was previously elected

** Reduction will be zero in the months not specified